

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

DATE: 12-12-13

IMPORTANT

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



**PURCHASE
ORDER**
STATE OF COLORADO

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

ACC: 12-11-13

P.O. # OE PDA 14000000062 Page# 01

State Award #

FEIN 491301738

Phone: - -

Vendor Contact:

Purchase Requisition #:

V
E
N
D
O
R
SMITH, THOMAS
1701 E 147TH STREET
KANSAS CITY MO 64146

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: 06-30-14

F.O.B. DESTINATION STATE PAYS NO FREIGHT

INSTRUCTIONS TO VENDOR:

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

SPECIAL INSTRUCTIONS:

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001	91843000000				\$5,600.00
SEV TAX GRANT-DROZ CREEK DAM LOCATED AT DROZ CREEK RESERVOIR IN CHAFFEE COUNTY. PER SOW. CMS#63618.					

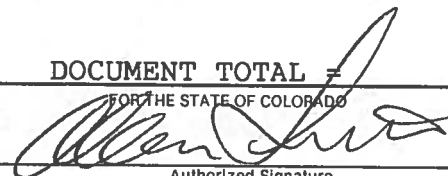
THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
This PO is effective on the date signed by the authorized individual.

EPSPO PAA

DOCUMENT TOTAL =

\$5,600.00

FOR THE STATE OF COLORADO



Authorized Signature

12/12/13
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 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) 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.

STATE OF COLORADO

Colorado Water Conservation Board

Department of Natural Resources

1313 Sherman Street, Room 721

Denver, Colorado 80203

Phone: (303) 866-3441

Fax: (303) 866-4474

www.cwcb.state.co.us



December 12, 2013

Thomas Smith
1701 E 147th Street
Kansas City, MO 64146

RE: EAP Inundation Mapping Grant
Droz Creek Dam

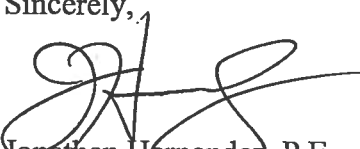
Dear Thomas:

This letter is to transmit the signed Purchase Order for the EAP Inundation Mapping Grant for Droz Creek Dam. With the signed Purchase Order you are eligible to begin work on the project. Please note that all work must be coordinated with, and be at the direction of, the State Engineer's Office (SEO) Dam Safety Branch. Please contact Mark Perry, SEO Dam Safety Engineer, at (719) 542-3368 for any questions related to the work product.

Once the projects have received final approval from the State Engineer's office, please send your invoice and a copy of the approved final deliverables to my attention. The invoice will be paid at 50% of eligible project cost, up to \$5,600.

If you have any questions on the financing of these projects please do not hesitate to give me a call at (303) 866-3441 x 3234. I wish you much success in your projects.

Sincerely,



Jonathan Hernandez, P.E.
Project Manager

Encl: Purchase Order – Droz Creek Dam EAP Inundation Mapping Grant

ec: Mark Perry, SEO Dam Safety Branch (mark.perry@state.co.us)
John Batka, SEO Dam Safety Branch (john.batka@state.co.us)

**EXHIBIT IC-COLORADO DEPARTMENT OF NATURAL RESOURCES
INDEPENDENT CONTRACTOR PROVISIONS Attachment to PO or Contract # OE PDA 14-62**

This form is required when purchasing or contracting that exceeds \$5000 for a service (not a commodity) from a sole proprietor, individual or singly owned Limited Liability Company (LLC) or Corporate entity

This form is not required when the Department of Natural Resources is contracting with lessees of our land, or with landowners involved in the preservation/improvement of habitat, or in the Habitat Partnership Program.

**1. VENDOR ENGAGEMENT IN INDEPENDENT TRADE, OCCUPATION, PROFESSION OR BUSINESS;
FREE FROM, DIRECTION AND CONTROL BY THE STATE PURSUANT TO 115 CRS 58-70-115**

The parties intend to create an independent contractor relationship between the State and the Vendor and for the State to obtain a rebuttable presumption of an independent contractor relationship pursuant to §8-70-115 by meeting the nine points below (A through I). Vendor (the term "Vendor" includes Contractors and Grantees) shall perform all of its services and other obligations under the Purchase Order (PO) or Contract (the term "Contract" includes Agreements and Grants) to which this Exhibit is attached, free from the direction and control of the State. Vendor represents that it is customarily engaged in an independent trade, occupation, profession, or business related to the services performed. These are material representations made by Vendor to the State, upon which the State relied in issuing this PO or Contract, and without which, this PO or Contract would not have been issued. In accordance with the foregoing, the State does not and shall not:

- A.** Require Vendor to work exclusively for the State; Vendor is free to perform work for other entities, and represents that it does hold itself out to perform work for other entities on a regular, ongoing basis. Vendor may schedule and perform similar work for others any time it wishes, including on the same day it does so for the State;
- B.** Establish a quality standard for Vendor; except that the State can provide plans and specifications regarding the work but cannot oversee the actual work or instruct Vendor as to how the work will be performed;
- C.** Pay a salary or hourly rate but rather a fixed or contract rate that has been negotiated by the parties;
- D.** Terminate the work during the PO or Contract period unless Vendor violates the terms of the PO or contract fails to produce a result that meets the specifications of the PO or Contract;
- E.** Provide training, instruction, briefings, and orientations to Vendor regarding performance of the work, except as specifically stipulated within this PO or Contract's scope of work. The State shall notify Vendor when Vendor may begin performing the work and its other obligations;
- F.** Supply Vendor with State-owned or leased real property, tools, benefits, equipment, supplies, or other property to perform the work, except as specifically stipulated within this PO or Contract's scope of work. Vendor shall perform and maintain its own real property, tools, or rent or lease tools, equipment, supplies, or other personal property, and/or other items needed for the performance of the work under this PO or Contract and its other obligations hereunder and when applicable;
- G.** Dictate the time of performance; except that a completion schedule and a range of mutually agreeable work hours may be established;
- H.** Pay Vendor personally but rather makes checks payable to the trade or business name of Vendor; and
- I.** Combine the State's business operations in any way with Vendor's business, but instead maintain the State's and Vendor's operations as separate and distinct.

2. BENEFITS DISCLOSURE

Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Vendor or any of its agents or employees. Unemployment insurance benefits shall be available to Vendor and its employees and agents only if such coverage is made available by Vendor or a third party. Vendor shall pay when due all applicable employment taxes and

Income taxes and local head taxes incurred pursuant to this Contract. Vendor shall (a) provide and keep in force worker's compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

3. FORMER STATE EMPLOYEES

Contractor certifies that within the six months prior to the execution of this contract s/he has not been employed by a state agency, nor has any employee of the contractor been employed by a state agency where such employment was directly involved with matters that are within the scope of this contract. Pursuant to 24-18-206 C.R.S., a person who knowingly violates this condition or any other condition specified in Article 18, Part II C.R.S. commits a class 1 misdemeanor (18-1-501 C.R.S.).

4. INDEPENDENT CONTRACTOR INFORMATION

	Yes	No
A. Are you registered with the Secretary of State's Office and/or the IRS to conduct business as an independent contractor?		NO
a. If Yes, Colorado Secretary of State or		
b. Internal Revenue Service		
B. Do you offer services to the general public and have other clients?		NO
C. Do you hire retired state employees to perform the work?		NO
Please explain all "Yes" answers to Questions B and C:		

5. ENTITY TYPE

	Yes	No
A. Are you a sole proprietor or individual?	YES	
B. Are you a one-person corporation or LLC?		NO
C. If neither A or B, what type of entity are you?		

6. ENTIRE AGREEMENT

These provisions together with the attached Purchase Order or Contract, and any referenced attachments, constitute the entire agreement between the parties, and supersede all prior proposals, agreements or other communications between the parties.

VENDOR

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
DEPARTMENT OF NATURAL RESOURCES
Mike King, Executive Director

Vendor's Business Name	
BY: Name of Authorized Individual	
Title: Official Title of Authorized Individual	Name and Title of person signing for DNR
*Signature: <i>Thomas H. Smith</i>	Signature:
Date: <i>Dec. 11, 2013</i>	Date:

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

Lindsay George, PhD, PE**Applegate Group, Inc.**129 1/2 West 3rd Street, Suite 2

Salida, CO 81201

Phone: (970) 945-9686

Fax: (303) 452-2759

Cell: (970) 456-2414

Droz Creek Dam Inundation Mapping Estimated Budget:

		Mike Applegate	Lindsay George	Clay Good	Trish Abbey	Total
		<i>Sr. Technical Advisor</i>	<i>Project Manager</i>	<i>Project Engineer</i>	<i>Admin</i>	
1	Project Management	10	10			\$ 1,200.00
2	Data Gathering	30		30		\$ 2,700.00
3	Res. Modeling	53	3	50		\$ 4,860.00
4	Inundation Mapping	18	2	16		\$ 1,680.00
5	Report	37	3	30	2	\$ 3,680.00
6	EAP	5	1	4		\$ 480.00
TOTAL HOURS		153	19	130	2	
BILLING RATE		\$	\$	\$	\$	
		240.00	120.00	90.00	70.00	
TOTAL DOLLARS		\$	\$	\$	\$	\$14,600.00
		480.00	2,280.00	11,700.00	140.00	

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Thomas H. Smith	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.) 1701 E. 147th St.	Requester's name and address (optional)
City, state, and ZIP code Kansas City MO 64146	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number 491 30 1738
or
Employer identification number :

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

→ **Sign Here**

Signature of
U.S. person ▶

Thomas H. Smith

Date ▶

8-5-2013 ←

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Applegate Group, Inc.

Water Resource Advisors for the West

July 31, 2013

Attn: Tom Smith
1701 East 147th Street
Kansas City, MO 64146

DAMID 110234

RE: **Droz Creek Dam Inundation Study – Scope of Services**

Dear Mr. Smith:

Applegate Group, Inc. (AG) has prepared a scope of services for dam breach modeling, flood routing, breach inundation mapping and preparing an Emergency Action Plan for the Droz Creek dam, in Chaffee County, Colorado. It is our understanding that this dam was recently reclassified as a significant hazard dam and the purpose of this project is to provide an estimate of the inundation area resulting from a breach of the dam. The process of developing the maps consists of four main tasks: 1) Data Gathering, 2) Breach Modeling, 3) Flood Routing, and 4) Flood Inundation Mapping.

Droz Creek Dam is located approximately 6 miles southwest of Poncha Springs, Colorado. The flood wave from a simulated breach at Droz Creek dam will be routed East and North of Droz Creek Dam and will converge with Poncha Creek and eventually the Arkansas River East of Poncha Springs.

With the above information in mind, please see the below scope of services.

SCOPE OF SERVICES

To complete the investigations described above, we propose the following tasks:

1. Data Gathering
 - a. Any existing breach modeling on file with the DWR will be reviewed for pertinent data.
 - b. Stage-storage information will be obtained from the construction plans and survey.
 - c. Existing LiDAR will be attained from the Colorado Geological Survey if available.
2. Breach Modeling
 - a. Develop estimates of breach parameters using guidance provided by the Division of Water Resources (DWR) for a "simple" level analysis. Overtopping and piping failure modes will be considered, and the failure mode resulting in the greatest estimated peak discharge at each dam will be utilized in the analysis.
 - b. Develop an estimated breach hydrograph at the dam by performing a dam breach analysis in HEC-RAS.
3. Flood Routing
 - a. Develop a FLO-2D model from best available elevation data. This model will be 2-dimensional, allowing the model to more accurately model dispersion of the dam breach flood-wave immediately downstream of the dam.

- b. The flood routing analysis will take into account the four small ponds immediately downstream of Droz Creek Dam, and the possible domino failure effect of breaching Droz Creek dam.
 - c. The final study reach for this project will be determined during modeling. The anticipated downstream limit of the study is at a point downstream on the Arkansas River from the City of Poncha Springs where the flood impacts are negligible.
4. Inundation Mapping
- a. Flood extents will be mapped within FLO-2D and then exported to GIS. The base map will consist of 2011 aerial imagery obtained from the National Agricultural Imagery Program (NAIP).
 - b. Identify peak discharge, peak flood wave arrival times, peak velocities, and peak flood depth at critical locations for each analysis phase.
 - c. Annotate roads, highways, and critical infrastructure near the impacted reach and call out all roads that are expected to be overtopped by the dam breach flood for each analysis phase.
5. Emergency Action Plan
- a. An Emergency Action Plan will be developed using SEO templates and include the inundation mapping.

DELIVERABLES AND SCHEDULE

The results of the analysis will be documented in an inundation mapping report. A preliminary inundation mapping report will be provided to the DWR for review. Once comments from the DWR are addressed, the final inundation mapping report and Emergency Action Plan will be provided along with printed copies of the inundation maps for each phase of the analysis. In addition, CDs will be provided which will contain shapefiles of the inundation limits, PDFs of the inundation maps, supporting spreadsheets, and copies of all models used in the analysis.

We expect that the final deliverables to be delivered six weeks following a signed scope of work. A preliminary report will be submitted to the DWR, and all comments from the DWR will be addressed in a timely fashion so that the project is complete by the due date.

Lindsay George will serve as the Project Manager for this project with support by Clay Good in order to complete the identified tasks. Mike Applegate will serve as a senior technical advisor for project review and quality control.

BUDGET

We propose to complete the above scope of services on a time and materials basis with an estimated budget not to exceed \$15,800. A grant application will be submitted to the DWR to cover 50% of these costs, with a resulting cost to you not to exceed \$7,900. We will bill you the full amount and the DWR will reimburse you for 50% of the total. We propose to bill this amount in a single invoice once the DWR has granted approval of the breach analysis reports and inundation maps.

PROFESSIONAL SERVICES AGREEMENT

If this scope of services is acceptable, please sign below and return a copy to us. We will execute a Master Services Agreement and a work order based on this scope of services. Following our receipt of the documents, we will begin work on the project.

Mr. Tom Smith
July 31, 2013
Page 3 of 3

This scope of services is for the specific project tasks and services as described above. If additional services are added that are outside the scope of this proposal, we will seek authorization from you prior to proceeding.

We appreciate your consideration of our services and look forward to working with you. Should you have any questions or need further information, please feel free to contact us at your convenience.

Cordially,
Applegate Group, Inc.

Tom Smith



Lindsay George, PhD, P.E.
Water Resource Engineer

Signature

Date

Title

**Attachment A
Work Authorization**

TO: Tom Smith

(Client)

FROM: Applegate Group, Inc.

(Consultant)

WORK ORDER NO.: 2013-1

PROJECT TITLE: Droz Creek Dam Inundation Study

PROJECT LOCATION: Colorado

Pursuant to the terms and conditions of the Master Professional Services Agreement dated July 31, 2013, this Work Order hereby authorizes Consultant to perform the specified Services under the particular conditions set forth herein:

1. **SCOPE OF WORK:** Consultant agrees to provide consulting services as described in the attached proposal dated July 31, 2013.

2. **COMPENSATION:** Compensation will be on a time and materials basis with a budget not-to-exceed of \$15,800.

3. **BILLING SCHEDULE:** Consultant will bill Client monthly.

4. **TIME FOR COMMENCEMENT:** This work will begin upon execution of this Work Order.

5. **TIME FOR COMPLETION:** Consultant will have approximately six weeks to complete the tasks under this Work Order.

6. **REPORTING REQUIREMENTS:** Consultant will provide detail to each invoice itemizing work that has been completed for the current period.

7. OTHER PROVISIONS:

Upon execution of this Work Order, Consultant and Client agree to be bound by and comply with all the terms and conditions contained in the above referenced Master Professional Services Agreement, except as modified by the specific terms and conditions, if any, contained herein.

APPROVED AND ACCEPTED BY:

Applegate Group, Inc.

Signature: Mike Applegate

Name: Mike Applegate

Title: President

Date: July 31, 2013

Tom Smith

Signature: Tom Smith

Name: Tom Smith

Title: OWNER

Date: AUG. 6, 2013

Grant Funding Application

The following owner information is required to receive grant funds:

Owner Information:

Dam Name: DROZ CREEK
Dam Owner's Representative: APPLEGATE GROUP
Legal Name of Dam Owner: thomas H Smith
Mailing Address of Owner: 1701 E 147th St. K.C. MO 64146
Phone #: (816) 331-6435
Fax #: (816) 331-2041
E-mail: thsmith1949@yahoo.com

Federal Employer Identification Number (FEIN):

In order for money to be disbursed by the State of Colorado, a taxpayer I.D. is required. This number is included on the W-9 or Form 147C from the IRS. In many cases the dam owner is already in the State's system and the above information is not necessary. Upon receipt of the application you will be notified if the FEIN number or W-9 is required.

D-U-N-S Number:

For an entity to receive federal funds as a direct recipient or subrecipient (as in this case), a D-U-N-S number is required. The D-U-N-S number can be easily obtained by accessing the following website: <http://fedgov.dnb.com/webform> . Provide documentation of the DUNS number with the application.

Office of Management and Budget (OMB) Audit:

For your information, the Federal pass-through funds you will receive as part of this grant could be subject to an Audit in Accordance with the OMB Circular A-133. To comply with this Audit, the Department of Natural Resources (DNR) will contact you requesting certification that your entity has not received over \$500,000 in Federal funding within the fiscal year, or is in compliance with Circular A-133.

If the entity received less than \$500,000 in Federal funding in the fiscal year you are not subject to the requirements of Circular A-133 and the certification requires a simple check box and signature. You will be contacted following the completion of the project. Contact John Batka with questions related to this audit at 970-352-8712 x1251.