

**COLORADO**Colorado Water
Conservation Board

Department of Natural Resources

Colorado Water Conservation Board

Water Plan**Water Project Summary**

Name of Applicant	West End Economic Development Corporation
Name of Water Project	Project-01908 Wright's Mesa
Grant Request Amount	\$110,590.00
Primary Category	\$110,590.00
<i>Water Storage & Supply</i>	
Total Applicant Match	\$55,200.00
<i>Applicant Cash Match</i>	\$35,200.00
<i>Applicant In-Kind Match</i>	\$20,000.00
Total Other Sources of Funding	\$48,850.00
<i>West End Economic Development Corp</i>	\$1,250.00
<i>San Miguel County</i>	\$20,000.00
<i>Town of Norwood</i>	\$5,000.00
<i>Norwood Water Commission</i>	\$5,000.00
<i>Farmers Water</i>	\$100.00
<i>Lone Cone Ditch & Reservoir Company</i>	
<i>Norwood Fire District</i>	\$5,000.00
<i>San Miguel Watershed Coalition</i>	\$2,500.00
<i>San Miguel County</i>	\$2,500.00
<i>Farmers Water</i>	
<i>West End Economic Development Corp</i>	\$2,500.00
<i>Town of Norwood</i>	\$2,500.00
<i>Norwood Water Commission</i>	\$2,500.00
<i>Lone Cone Ditch & Reservoir Company</i>	
<i>Norwood Fire District</i>	
Total Project Cost	\$214,640.00

Applicant & Grantee Information

Name of Grantee: West End Economic Development Corporation

Mailing Address: PO Box 645 Naturita CO 81422

FEIN: 901,017,957

Organization Contact: Deana Sheriff

Position/Title:

Email: dsheriff@chooswestend.org

Phone: 970-865-2499

Organization Contact - Alternate: Makayla Gordon

Position/Title: Business & Community Development

Manager

Email: mgordon@chooswestend.org

Phone: 9708652499

Grant Management Contact: Deana Sheriff

Position/Title:

Email: dsheriff@choosewestend.org

Phone: 970-865-2499

Grant Management Contact - Alternate: Makayla Gordon

Position/Title: Business & Community Development

Email: mgordon@choosewestend.org

Manager

Phone: 9708652499

Engineering Contact: Ryan Rigg

Position/Title: PE

Email: rrigg@sehinc.com

Phone: 307-630-2696

Description of Grantee/Applicant

Economic and community development agency working with several municipalities and water/ditch companies to ensure adequate supply of water for the region.

Type of Eligible Entity

- ☐ Public (Government)
- ☐ Public (District)
- ☐ Public (Municipality)
- ☐ Ditch Company
- ☐ Private Incorporated
- ☐ Private Individual, Partnership, or Sole Proprietor
- ☒ Non-governmental Organization
- ☐ Covered Entity
- ☐ Other

Category of Water Project

- ☐ Agricultural Projects
Developing communications materials that specifically work with and educate the agricultural community on headwater restoration, identifying the state of the science of this type of work to assist agricultural users among others.
- ☐ Conservation & Land Use Planning
Activities and projects that implement long-term strategies for conservation, land use, and drought planning.
- ☐ Engagement & Innovation Activities
Activities and projects that support water education, outreach, and innovation efforts. Please fill out the Supplemental Application on the website.
- ☐ Watershed Restoration & Recreation
Projects that promote watershed health, environmental health, and recreation.
- ☒ Water Storage & Supply
Projects that facilitate the development of additional storage, artificial aquifer recharge, and dredging existing reservoirs to restore the reservoirs' full decreed capacity and Multi-beneficial projects and those projects identified in basin implementation plans to address the water supply and demand gap.

Location of Water Project

Latitude 38.030181

Longitude -108.249140

Lat Long Flag	Reservoir location: Coordinates based on location of reservoir
Water Source	San Miguel River, Gurley Reservoir, Lone Cone Reservoir
Basins	Southwest
Counties	San Miguel
Districts	60-San Miguel River Basin

Water Project Overview

Major Water Use Type	Municipal
Subcategory	Planning (e.g. watershed)
Scheduled Start Date - Design	1/3/2022
Scheduled Start Date - Construction	7/1/2022
Description	West End Economic Development Corporation (WEEDC) is the convening agency working with a coalition of 8 organizations developing a water plan leading toward a sustainable water future for the Wright's Mesa Region (San Miguel County) of Colorado. The parties recognize that by collaborating, sharing information, and supporting the needs of individual entities they are more likely to effectively, efficiently and affordably implement much needed water projects to benefit agriculture, municipal, fire-fighting/wildland mitigation, and environmental water supplies. WEEDC is acting as the coordinator for all entities, applying for and managing grants, and ensuring that all entities are well informed.

Measurable Results

	New Storage Created (acre-feet)
	New Annual Water Supplies Developed or Conserved (acre-feet), Consumptive or Nonconsumptive
	Existing Storage Preserved or Enhanced (acre-feet)
	New Storage Created (acre-feet)
	Length of Stream Restored or Protected (linear feet)
	Efficiency Savings (dollars/year)
	Efficiency Savings (acre-feet/year)
	Area of Restored or Preserved Habitat (acres)
	Quantity of Water Shared through Alternative Transfer Mechanisms or water sharing agreement (acre-feet)
	Number of Coloradans Impacted by Incorporating Water-Saving Actions into Land Use Planning
1,500	Number of Coloradans Impacted by Engagement Activity

Water Project Justification

This CWP discusses water supply and storage in Chapter 4, on page 15 it states: "Given these factors, basin roundtables and the IBCC have begun to address the water supply challenges ahead by emphasizing the role of multipurpose projects. These type of projects take into account multiple users and multiple benefits, and diverse interest become involved during the planning process."

This sentence perfectly describes this planning project, which will involve multiple stakeholders and look for multipurpose projects to promote efficiency and affordability.

The CWP's, Chapter 10, page 11, lists critical goals and actions regarding Storage to include: "Promote Additional Storage and Infrastructure: Assess and promote opportunities for multipurpose and multi-partner storage projects that address strategic needs."

The Southwest Roundtable is updating its goals and objectives and list of Identified Projects and Processes. This project fits within several goals to include: 1) Balance all needs and reduce conflict; 2) Maintain agriculture water needs; and 3) Meet municipal and industrial water needs. Furthermore this planning/prioritization effort would involve the following projects that are currently on the IPP list:

- Development of Town of Norwood water rights on the San Miguel River
- Additional storage, developing the Straw Dam adjacent to the Gurley Reservoir
- Additional phases of Norwood's Lawn & Garden raw water irrigation system
- Upgraded infrastructure to accommodate growth for the Norwood Water Commission
- Norwood Water Commission upgrades to the water treatment plant
- Norwood Water Commission upgrades to water transmission lines
- Improving municipal water supplies in and transported from the Gurley Reservoir
- Putting to use San Miguel Water Conservancy's water rights for the San Miguel Project
- Repairs, efficiencies and upgrades to the Lone Cone Reservoir

Related Studies

Preliminary Site Evaluation of New Gurley Canyon Dam

Norwood – Future Water Supply Plan

Norwood Water Commission – Raw Water System Updates & Future Needs Assessment

Lone Cone Ditch & Reservoir Company Outlet Repair Project Proposal

San Miguel Stakeholders Group - San Miguel River Non-consumptive Needs Assessment.

<https://drive.google.com/file/d/1gDQyRhYj9qW8aBq2hrqSfPljNeF5pcau/view>

Taxpayer Bill of Rights

Not applicable

Budget and Schedule

This Statement of Work shall be accompanied by a combined Budget and Schedule that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in excel format.

Reporting Requirements

Progress Reports: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues.

Final Report: At completion of the project, the applicant shall provide the CWCB a Final Report on the applicant's letterhead that: (1) Summarizes the project and how the project was completed. (2) Describes any obstacles encountered, and how these obstacles were overcome. (3) Confirms that all matching commitments have been fulfilled. (4) Includes photographs, summaries of meetings and engineering reports/designs. The CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions. Costs incurred prior to the effective date of this contract are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of this contract must be provided to as part of the project documentation.

Performance Measures

Performance measures for this contract shall include the following: (a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in the Budget & Schedule Exhibit B. Per Water Plan Grant Guidelines, the CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment. (b) Accountability: Per Water Plan Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Water Plan Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment. (c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary. (d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.



Last Updated: May 2021

Colorado Water Conservation Board

Water Plan Grant Application

Instructions

To receive funding for a Water Plan Grant, applicant must demonstrate how the project, activity, or process (collectively referred to as “project”) funded by the CWCB will help meet the measurable objectives and critical actions in the Water Plan. Grant guidelines are available on the CWCB website.

If you have questions, please contact CWCB at (303) 866-3441 or email the following staff to assist you with applications in the following areas:

Water Storage & Supply Projects	Matthew.Stearns@state.co.us
Conservation, Land Use Planning	Kevin.Reidy@state.co.us
Engagement & Innovation Activities	Ben.Wade@state.co.us
Agricultural Projects	Alexander.Funk@state.co.us
Water Sharing & ATM Projects	Alexander.Funk@state.co.us
Environmental & Recreation Projects	Chris.Sturm@state.co.us

FINAL SUBMISSION: Submit all application materials in one email to

waterplan.grants@state.co.us

in the original file formats [Application (word); Statement of Work (word); Budget/Schedule (excel)]. Please do not combine documents. In the subject line, please include the funding category and name of the project.

Water Project Summary

Name of Applicant	West End Economic Development Corp. (WEEDC)	
Name of Water Project	Wright's Mesa Water Supply Planning & Prioritization Project	
CWP Grant Request Amount		\$ 110,590
Other Funding Sources Cash match		\$ 35,200
Other Funding Sources In-kind match		\$ 20,000
Other Funding Sources		\$
Applicant Funding Contribution		\$ 55,200
Total Project Cost		\$ 165,790



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Applicant & Grantee Information	
Name of Grantee(s)	West End Economic Development Corp (Fiscal Agent)
Mailing Address	PO Box 645, Naturita, CO 81422
FEIN	90-1017957
Organization Contact	Deana Sheriff
Position/Title	Executive Director
Email	dsheriff@choosewestend.org
Phone	(970) 865-2499
Grant Management Contact	Deana Sheriff
Position/Title	Executive Director
Email	dsheriff@choosewestend.org
Phone	(970) 865-2499
Name of Applicant (if different than grantee)	
Mailing Address	
Position/Title	
Email	
Phone	
Description of Grantee/Applicant	
Provide a brief description of the grantee's organization (100 words or less).	
<p>West End Economic Development Corporation (WEEDC) is the convening agency working with a coalition of 8 organizations developing a water plan leading toward a sustainable water future for the Wright's Mesa Region (San Miguel County) of Colorado. The parties recognize that by collaborating, sharing information, and supporting the needs of individual entities they are more likely to effectively, efficiently and affordably implement much needed water projects to benefit agriculture, municipal, fire-fighting/wildland mitigation, and environmental water supplies. WEEDC is acting as the coordinator for all entities, applying for and managing grants, and ensuring that all entities are well informed.</p>	



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Type of Eligible Entity (check one)	
	Public (Government): Municipalities, enterprises, counties, and State of Colorado agencies. Federal agencies are encouraged to work with local entities. Federal agencies are eligible, but only if they can make a compelling case for why a local partner cannot be the grant recipient.
	Public (Districts): Authorities, Title 32/special districts (conservancy, conservation, and irrigation districts), and water activity enterprises.
	Private Incorporated: Mutual ditch companies, homeowners associations, corporations.
	Private Individuals, Partnerships, and Sole Proprietors: Private parties may be eligible for funding.
X	Non-governmental organizations (NGO): Organization that is not part of the government and is non-profit in nature.
	Covered Entity: As defined in Section 37-60-126 Colorado Revised Statutes .

Type of Water Project (check all that apply)	
X	Study
	Construction
	Other

Category of Water Project (check the primary category that applies and include relevant tasks)		
X	<p>Water Storage & Supply - Projects that facilitate the development of additional storage, artificial aquifer recharge, and dredging existing reservoirs to restore the reservoirs' full decreed capacity, multi-beneficial projects, water sharing agreements, Alternative Transfer Methods, and those projects identified in basin implementation plans to address the water supply and demand gap. <i>Applicable Exhibit A Task(s):</i></p> <p>Note: For Water Sharing Agreements or ATM Projects - please include the supplemental application available on the CWCB's website.</p>	
	<p>Conservation and Land Use Planning - Activities and projects that implement long-term strategies for conservation, land use, water efficiency, and drought planning. <i>Applicable Exhibit A Task(s):</i></p>	
	<p>Engagement & Innovation - Activities and projects that support water education, outreach, and innovation efforts. <i>Applicable Exhibit A Task(s):</i></p>	
	<p>Agricultural - Projects that provide technical assistance and improve agricultural efficiency. <i>Applicable Exhibit A Task(s):</i></p>	
	<p>Environmental & Recreation - Projects that promote watershed health, environmental health, and recreation. <i>Applicable Exhibit A Task(s):</i></p>	
	Other	Explain:



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Location of Water Project	
Please provide the general county and coordinates of the proposed project below in decimal degrees . The Applicant shall also provide, in Exhibit C, a site map if applicable.	
County/Counties	San Miguel County
Latitude	38.030181
Longitude	-108.249140

Water Project Overview
<p>Please provide a summary of the proposed water project (200 words or less). Include a description of the project and what the CWP Grant funding will be used for specifically (e.g., studies, permitting process, construction). Provide a description of the water supply source to be utilized or the water body affected by the project, where applicable. Include details such as acres under irrigation, types of crops irrigated, number of residential and commercial taps, length of ditch improvements, length of pipe installed, and area of habitat improvements, where applicable. If this project addresses multiple purposes or spans multiple basins, please explain.</p> <p>The Applicant shall also provide, in Exhibit A, a detailed Statement of Work, Budget, Other Funding Sources/Amounts and Schedule.</p>
<p>Funding would be used to hire an engineering firm to conduct a collaborative water infrastructure planning and prioritization analysis for Wright's Mesa in San Miguel County. Wright's Mesa is an agricultural community with approximately 1,200 residents and includes the Town of Norwood. The needs and identified projects are great in this area with limited water supplies in a region prone to drought. Several organizations manage water, and many projects are on the books, but there has been little progress to date that would ensure a sustainable water future for the area.</p> <p>With the recent drought, a changing climate, the need for housing and new development, as well as the realization that current infrastructure is aging and needs repairs and upgrades to accommodate growth, there is interest by the owners and managers of water resources on Wright's Mesa in collaborating to prepare for an uncertain climate and water future. With the support of long-standing stakeholders that include the Town of Norwood, San Miguel County, Norwood Water Commission, Farmers Water, the Lone Cone Ditch Company, the San Miguel Water Conservancy District, the Norwood Fire District, and the San Miguel Watershed Coalition the need for an overarching planning effort for Wright's Mesa water has been identified as the key element for creating an efficient, synergistic and organized approach to our regional water future.</p> <p>We see this collaborative planning effort as essential to moving projects forward that are currently included in the Southwest Basin Implementation Plan/Colorado Water Plan.</p>



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Measurable Results		
To catalog measurable results achieved with the CWP Grant funds, please provide any of the following values as applicable:		
TBD	New Storage Created (acre-feet)	
TBD	New Annual Water Supplies Developed or Conserved (acre-feet), Consumptive or Nonconsumptive	
TBD	Existing Storage Preserved or Enhanced (acre-feet)	
	Length of Stream Restored or Protected (linear feet)	
TBD	Efficiency Savings (indicate acre-feet/year OR dollars/year)	
TBD	Area of Restored or Preserved Habitat (acres)	
TBD	Quantity of Water Shared through Alternative Transfer Mechanisms or water sharing agreement	
TBD	Number of Coloradans Impacted by Incorporating Water-Saving Actions into Land Use Planning	
TBD	Number of Coloradans Impacted by Engagement Activity	
	Other	Explain:

Water Project Justification
<p>Provide a description of how this water project supports the goals of Colorado's Water Plan, the Analysis and Technical Update to the Water Plan, and the applicable Roundtable Basin Implementation Plan and Education Action Plan. The Applicant is required to reference specific needs, goals, themes, or Identified Projects and Processes (IPPs), including citations (e.g. document, chapters, sections, or page numbers).</p> <p>The proposed water project shall be evaluated based upon how well the proposal conforms to Colorado's Water Plan Framework for State of Colorado Support for a Water Project (CWP, Section 9.4, pp. 9-43 to 9-44;)</p> <p>This CWP discusses water supply and storage in Chapter 4, on page 15 it states: "Given these factors, basin roundtables and the IBCC have begun to address the water supply challenges ahead by emphasizing the role of multipurpose projects. These type of projects take into account multiple users and multiple benefits, and diverse interest become involved during the planning process."</p> <p>This sentence perfectly describes this planning project, which will involve multiple stakeholders and look for multipurpose projects to promote efficiency and affordability.</p> <p>The CWP's, Chapter 10, page 11, lists critical goals and actions regarding Storage to include: "Promote Additional Storage and Infrastructure: Assess and promote opportunities for multipurpose and multi-partner storage projects that address strategic needs."</p> <p>The Southwest Roundtable is updating its goals and objectives and list of Identified Projects and Processes. This project fits within several goals to include: 1) Balance all needs and reduce conflict; 2) Maintain agriculture water needs; and 3) Meet municipal and industrial water needs. Furthermore this planning/prioritization effort would involve the following projects that are currently on the IPP list:</p> <ul style="list-style-type: none">• Development of Town of Norwood water rights on the San Miguel River• Additional storage, developing the Straw Dam adjacent to the Gurley Reservoir• Additional phases of Norwood's Lawn & Garden raw water irrigation system



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- Upgraded infrastructure to accommodate growth for the Norwood Water Commission
- Norwood Water Commission upgrades to the water treatment plant
- Norwood Water Commission upgrades to water transmission lines
- Improving municipal water supplies in and transported from the Gurley Reservoir
- Putting to use San Miguel Water Conservancy's water rights for the San Miguel Project
- Repairs, efficiencies and upgrades to the Lone Cone Reservoir

Related Studies

Please provide a list of any related studies, including if the water project is complementary to or assists in the implementation of other CWCB programs.

Preliminary Site Evaluation of New Gurley Canyon Dam

Norwood – Future Water Supply Plan

Norwood Water Commission – Raw Water System Updates & Future Needs Assessment

Lone Cone Ditch & Reservoir Company Outlet Repair Project Proposal

San Miguel Stakeholders Group - San Miguel River Non-consumptive Needs Assessment.

<https://drive.google.com/file/d/1gDQyRhyj9qW8aBq2hrgSfPljNeF5pcau/view>

Previous CWCB Grants, Loans or Other Funding

List all previous or current CWCB grants (including WSRF) awarded to both the Applicant and Grantee. Include: 1) Applicant name; 2) Water activity name; 3) Approving RT(s); 4) CWCB board meeting date; 5) Contract number or purchase order; 6) Percentage of other CWCB funding for your overall project.



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N/A
Taxpayer Bill of Rights
The Taxpayer Bill of Rights (TABOR) may limit the amount of grant money an entity can receive. Please describe any relevant TABOR issues that may affect your application.
N/A

Submittal Checklist	
X	I acknowledge the Grantee will be able to contract with CWCB using the Standard Contract .
X	Statement of Work ⁽¹⁾
X	Budget & Schedule ⁽¹⁾
X	Engineer's statement of probable cost (projects over \$100,000)
X	Letters of Matching and/or Pending 3 rd Party Commitments ⁽¹⁾
X	Map (if applicable) ⁽¹⁾
	Photos/Drawings/Reports
X	Letters of Support (Optional)
X	Certificate of Insurance (General, Auto, & Workers' Comp.) ⁽²⁾
X	Certificate of Good Standing with Colorado Secretary of State ⁽²⁾
X	W-9 ⁽²⁾
	Independent Contractor Form ⁽²⁾ (If applicant is individual, not company/organization)
Water Sharing Agreements and Alternative Transfer Methods ONLY	
	Water Sharing Agreements and Alternative Transfer Methods Supplemental Application ⁽¹⁾

(1) Required with application.

(2) Required for contracting. While optional at the time of this application, submission can expedite contracting upon CWCB Board approval.

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ENGAGEMENT & INNOVATION GRANT FUND SUPPLEMENTAL APPLICATION

Introduction & Purpose

Colorado's Water Plan calls for an outreach, education, public engagement, and innovation grant fund in Chapter 9.5.

The overall goal of the Engagement & Innovation Grant Fund is to enhance Colorado's water communication, outreach, education, and public engagement efforts; advance Colorado's water supply planning process; and support a statewide water innovation ecosystem.

The grant fund aims to engage the public to promote well-informed community discourse regarding balanced water solutions statewide. The grant fund aims to support water innovation in Colorado. The grant fund prioritizes measuring and evaluating the success of programs, projects, and initiatives. The grant fund prioritizes efforts designed using research, data, and best practices. The grant fund prioritizes a commitment to collaboration and community engagement. The grant fund will support local and statewide efforts.

The grant fund is divided into two tracks: engagement and innovation. The Engagement Track supports education, outreach, communication, and public participation efforts related to water. The Innovation Track supports efforts that advance the water innovation ecosystem in Colorado.

Application Questions

*The grant fund request is referred to as "project" in this application.

Overview (answer for both tracks)
In a few sentences, what is the overall goal of this project? How does it achieve the stated purpose of this grant fund (above)?
Who is/are the target audience(s)? How will you reach them? How will you involve the community?
Describe how the project is collaborative or engages a diverse group of stakeholders. Who are the partners in the project? Do you have other funding partners or sources?



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Describe how you plan to measure and evaluate the success and impact of the project?
What research, evidence, and data support your project?
Describe potential short- and long-term challenges with this project.

Please fill out the applicable questions for either the Engagement Track or Innovation Track, unless your project contains elements in both tracks. If a question does not relate to your project, just leave it blank. Please answer each question that relates to your project. Please reference the relevant documents and use chapters and page numbers (Colorado's Water Plan, Basin Implementation Plan, PEPO Education Action Plan, etc.).

Engagement Track
Describe how the project achieves the education, outreach, and public engagement measurable objective set forth in Colorado's Water Plan to "significantly improve the level of public awareness and engagement regarding water issues statewide by 2020, as determined by water awareness surveys."
Describe how the project achieves the other measurable objectives and critical goals and actions laid out in Colorado's Water Plan around the supply and demand gap; conservation; land use; agriculture; storage; watershed health, environment, and recreation; funding; and additional.
Describe how the project achieves the education, outreach, and public engagement goals set forth in the applicable Basin Implementation Plan(s).



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Describe how the project achieves the basin roundtable's PEPO Education Action Plans.

Innovation Track
Describe how the project enhances water innovation efforts and supports a water innovation ecosystem in Colorado.
Describe how the project engages/leverages Colorado's innovation community to help solve our state's water challenges.
Describe how the project helps advance or develop a solution to a water need identified through TAP-IN and other water innovation challenges. What is the problem/need/challenge?
Describe how this project impacts current or emerging trends; technologies; clusters, sectors, or groups in water innovation.



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Colorado Water Conservation Board
Water Plan Grant - Exhibit A

Statement Of Work	
Date:	
Name of Grantee:	
Name of Water Project:	
Funding Source:	
Water Project Overview:	
Project Objectives:	



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Tasks	
Task 1 - [Name]	
Description of Task:	
Method/Procedure:	
Deliverable:	



Tasks	
Task 2 - [Name]	
Description of Task:	
Method/Procedure:	
Deliverable:	

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Budget and Schedule

This Statement of Work shall be accompanied by a combined Budget and Schedule that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in excel format.

Reporting Requirements

Progress Reports: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues.

Final Report: At completion of the project, the applicant shall provide the CWCB a Final Report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

The CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

Costs incurred prior to the effective date of this contract are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of this contract must be provided to as part of the project documentation.

Performance Measures

Performance measures for this contract shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit C. Per Water Plan Grant Guidelines, the CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

(b) Accountability: Per Water Plan Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Water Plan Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.



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(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.

WRIGHT'S MESA WATER PLANNING & STATEMENT OF WORK

Water in the west is always a challenge, and water on Wright's Mesa is no exception. Wright's Mesa, in San Miguel County, is an agricultural community with approximately 1,200 residents and includes the Town of Norwood. The needs and identified projects are great in this area with limited water supplies in a region prone to drought. Several organizations manage water and many projects are on the books, but there has been little progress to date that would ensure a sustainable water future for the area.

The recently funded Norwood Raw Water project and a collaborative spirit spearheaded by elected officials from the Town of Norwood and San Miguel County as well as non-profit leaders from the West End Economic Development Corporation and the Telluride Foundation have spurred excitement and hope that the owners and managers of water resources on Wright's Mesa might be ready to collaborate to prepare for an uncertain climate and water future. With the support of long-standing stakeholders that include the Norwood Water Commission, Farmers Water, the Lone Cone Ditch Company, the San Miguel Water Conservancy District, the San Miguel Watershed Coalition, and the local Fire District, the need for an overarching planning effort for Wright's Mesa water has been identified as the key element for creating an efficient, synergistic and organized approach to our regional water future.

We envision hiring planners/engineers who can:

1. Review the overall list of needed/known municipal and agricultural projects by all entities to look for possible efficiencies and synergies. Duplicative efforts should be minimized. Opportunities for merging projects should be explored.
2. Assist with prioritization and phasing of projects for efficient use of physical and financial resources. As an example – it would seem to make sense to fix aging water delivery infrastructure within the Town of Norwood, either before or concurrent with developing new or better water storage.
3. Review organizational capacities and consider whether merging or reorganizing at any level would result in increased efficiencies and/or better short or long-term operation and management of our region's water resources and infrastructure.
4. Ensure municipal and agricultural water resource development consider environmental and recreational water issues as projects are studied and engineered. The region has an engaged Stakeholder Group that should be involved as our larger water resources and infrastructure needs are addressed.

We see this collaborative planning effort as essential to moving projects forward that will benefit multiple uses in a timely and cohesive fashion. Projects that are currently included in the Southwest Basin Implementation Plan/Colorado Water Plan will benefit the state as a whole and specifically benefit everyone in our region while demonstrating a collaborative spirit and a deep understanding that we are all in this together.

ETW - Candy Meehan

From: Susan Reynolds <zuds53@gmail.com>
Sent: Monday, November 29, 2021 8:27 AM
To: ETW - Candy Meehan
Subject: Letter

Lone Cone Ditch & Reservoir Company
PO Box 911
Norwood, CO 81423

Colorado Water Conservation Board
Denver, CO 80201

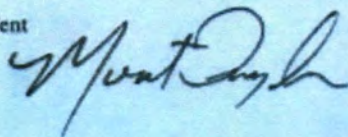
November 15, 2021

To Whom it May Concern:

The Lone Cone Ditch and Reservoir Company (LCDRC) would like to express our support of the Wright's Mesa Water Supply Planning & Prioritization Project and application submitted by West End Economic Development Corporation.

LCDRC is committed to finding solutions for water usage and storage in our region. We understand that this effort requires the cooperation and commitment of all water users, and as such, are committing \$100 and 100 hours of in-kind services to help make this project a reality. We appreciate your consideration of this grant funding request.
Sincerely,

President



Sent from my iPhone

State Representative
MARC CATLIN
Colorado State Capitol
60756 Spring Creek Road
Montrose, CO 81403
Business: 970-209-3436
Office: 303-866-2955
marc.catlin.house@state.co.us



Vice Chair:
Agriculture, Livestock &
Water Committee
Member:
Transportation & Local
Government Committee

COLORADO
HOUSE OF REPRESENTATIVES
State Capitol
Denver
80203

November 29, 2021

Mr. Matt Stearns
Colorado Water Conservation Board
Colorado Department of Natural Resources
1313 Sherman St, Room 718
Denver, CO 80203

Dear Mr. Stearns,

I understand that a unique stakeholder partnership has come together to apply for a CWCB grant to assist their region with planning for a secure water future for Wright's Mesa Water Planning & Prioritization Project. I am in full support of this grant request.

This project brings a diverse group of stakeholders together in a planning process to look at their water supply and storage capacity needs in a holistic manner that will benefit the region as a whole.

It is of particular note that the old adage, "whiskey is for drinking, water is for fighting" is being turned around with this group. Having diverse interests come together to find a productive way forward is refreshing and should be encouraged.

I urge full funding of this project and ask that you approve the CWCB grant request for Wright's Mesa Water Planning & Prioritization Project.

Respectfully,

A handwritten signature in blue ink that reads "Marc Catlin".

Marc Catlin
State Representative
House District 58

Lone Cone Library District

PO Box 127, 1455 Pinion St, Norwood, CO 81423

970-327-4833

Carrie@loneconelibrary.org

www.loneconelibrary.org



November 29, 2021

Mr. Matt Stearns
Colorado Water Conservation Board
Colorado Department of Natural Resources
1313 Sherman St, Room 718
Denver, CO 80203

Dear Mr. Stearns,

The Lone Cone Library is familiar with the grant proposal for a joint planning project on Wright's Mesa. This proposal is an historic move on the part of each entity to look at the overall picture for the Mesa rather than just the pieces under their jurisdiction.

The water situation on the Mesa has been a topic of deep discussion and debate on the Mesa for the seventeen years that I have lived here but has been heightened with the recent drought. Our infrastructure is old and failing and the amount of available water is dwindling. Now is the time to look at the project as a whole so that we can move forward with strategic intent towards a sustainable water plan for our community.

I and the Lone Cone Library fully support this grant application to the CWCB for the Wright's Mesa Water Planning & Prioritization Project. We ask that you award the grant in full.

Sincerely,

Carrie Andrew
Director,
Lone Cone Library District
Board Member, West End Economic Development Corporation

Wright's Mesa Water Planning & Prioritization Project Budget

Task	Budget	Cash Match	IK Match
Project management, scheduling, planning, administration	\$ 10,300		
Initial Coordination meeting in Norwood	\$ 11,655		
Information collection and review	\$ 22,450		
Analysis	\$ 39,160		
Report preparation	\$ 31,780		
Presentation of findings	\$ 12,775		
Report revision (if needed)	\$ 17,670		
TOTAL COST	\$ 145,790		
Match			
West End Economic Development Corporation		\$ 1,250	\$ 2,500
San Miguel County		\$ 20,000	\$ 2,500
Town of Norwood		\$ 5,000	\$ 2,500
Norwood Water Commission		\$ 5,000	\$ 2,500
Farmers Water		\$ 100	\$ 2,500
Lone Cone Ditch & Reservoir Company		\$ 100	\$ 2,500
Norwood Fire District		\$ 5,000	\$ 2,500
San Miguel Watershed Coalition			\$ 2,500
SUB TOTAL		\$ 35,200	\$ 20,000
TOTAL MATCH	\$ 55,200		

Agreement for Professional Services

This Agreement is effective as of November 23, 2021, between San Miguel River Partnership (Client) and Short Elliott Hendrickson, Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Wright's Mesa Water Planning Project and Prioritization.

Client's Authorized Representative: Candy Meehan

Address: PO Box 824
Norwood, CO 81423

Telephone: 970-208-7829 email: candy@earthtechwest.com

Project Manager: Ryan Rigg, PE

Address: 4007 Greenway Street, Suite 201
Cheyenne, WY 82009

Telephone: 307-630-2696 email: rrigg@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

The proposed work to be completed for the Wright's Mesa Water Planning and Prioritization Project has not been finalized at the time of this proposal. The Scope of Services listed below summarizes SEH's expectations for work to be done but is flexible. SEH notes that changes to the work may affect the fee estimate presented with this proposal. For the purposes of this proposal, SEH assumes that the projects being proposed by members of the Planning Group will consist of no more than 5 major projects and 5 minor projects. These projects may consist of physical construction of complete new facilities/infrastructure or improvements/rehabilitation of existing facilities. They may also consist of changes to operational or staffing responsibilities of the parties participating in the Planning Group.

Task 1: Information Collection

SEH will conduct a meeting, as well as a site walk of the various project sites, with the Planning Group to finalize the list of projects being proposed by members of the Planning Group. This meeting is expected to occur as soon as practical after SEH receives a Notice to Proceed. The meeting will occur in person at a location in the town in Norwood, Colorado. If an in person meeting cannot take place then an online meeting via a platform supporting audio and video sharing will occur.

SEH will assemble all received documents related to the projects being proposed by the Planning Group. We will review the documents and request additional information as needed to fully understand the intention of the projects. These requests will be sent to the Planning Group.

There will be no separate project deliverable for this Task; information gathered will be utilized in other Tasks.

Task 2: Project Prioritization

Upon completion of Task 1, SEH will assist the Planning Group is prioritizing projects to be completed. While projects intending to promote a higher standard of living will not be discounted, higher priority will be given to projects that affect public safety or are needed to bring facilities into compliance with local, State, or federal regulations. Projects may include the Reed-Chatfield Diversion, Gurley Reservoir, Lone Cone Reservoir, Straw Dam, upgrades to the domestic water system for better fire protection, Norwood Water Commission Pump Station, Tri-State Water Asset Proposal, and other San Miguel Watershed Coalition Projects.

As a part of project prioritization, SEH will consider if multiple projects can and should be consolidated into a single larger project or if a project should be subdivided into multiple smaller projects. We will make recommendations to do so when the consolidation or division will assist in greater efficiency in terms of natural, staffing, and financial resources or to meet anticipated funding limitations.

There will be no separate project deliverable for this Task; the recommendations developed during this task will be included in a project report as described later in this proposal.

Task 3: Report and Results Presentation

SEH will prepare a report to document the Wright's Mesa Water Planning and Prioritization Project. This report will present:

- A description of each the projects proposed by the members of the Planning Group
- A summary of documents completed to support each project
- A list of additional study or documentation anticipated in order for each project to proceed
 - This may include data collection, permitting, funding, or other work
- An analysis of the anticipated economic, environmental, recreational, and/or agricultural benefits and challenges of each project
- A summary, including description, requirements, and amounts of potential funding sources for each project
- A priority rating for each project.

A draft of this report will be submitted to the Planning Group for review. SEH anticipates that this review will require 1 month of time. After the review period, SEH will conduct a meeting with the Planning Group to discuss the report and review comments. SEH will the revise the report as needed and resubmit it to the Planning Group.

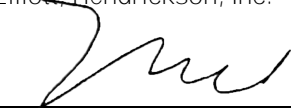
The lump sum fee is \$ 145,790 including expenses and equipment.

r:\accounting\proposals\local state government districts schools\san miguel river users\ltr agreement for prof services wrights mesa planning (frowny comments).docx

Short, Elliott, Hendrickson, Inc.

San Miguel River Partnership

By:



Michael Russell

Title:

Principal

By:

Title:

Exhibit A-2
to Wright's Mesa Water Planning Project and Prioritization
Between San Miguel River Partnership (Client)
and
Short, Elliott, Hendrickson, Inc. (Consultant)
Dated November 23, 2021

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit A2 Wrights Mesa Water Planning

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

SEH INC.

Project: Wright's Mesa Water Planning and Prioritization Project

TASK		Principal	Senior Project Manager	Senior Project Planner	Project Planner	Water Resources Project Engineer	Senior Engineer I		Senior Admin Assistant	SEH SUBTOTAL - Labor Hours	SEH SUBTOTAL - Labor Cost	SEH EXPENSES - SEH Vehicle	SEH EXPENSES - Field Truck	SEH EXPENSES - Car Rental & Fuel	SEH EXPENSES - Lodging & Meals	SEH EXPENSES - Printing	SEH EXPENSES - Postage/ Shipping	SEH EXPENSES - Total	Total Cost
	Rate Unit	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.	Hrs.		Hrs.			Per Mile	Hrs.	At Cost	Per Night	At Cost	At Cost		
	Rates	\$250.00	\$210.00	\$210.00	\$150.00	\$140.00	\$200.00		\$125.00			\$0.58	\$4.50		\$200.00				
	Staff Name	Mike Russell	Ryan Rigg	Nancy Dosdall	from Durango	Jen Russell	Paul O'Neil		O'Connor										
1	Information Collection																		
	Project management, scheduling, planning, administration	10	30						12	52	\$10,300.00							\$0.00	\$10,300.00
	Initial Coordination Meeting in Norwood		23	3		23	9			58	\$10,480.00	1,250			2	\$50.00		\$1,175.00	\$11,655.00
	Information Collection and Review		10	5	10	120	5			150	\$22,450.00							\$0.00	\$22,450.00
2	Project Prioritization																		
	Analysis	4	60	6	10	120	30			230	\$39,160.00							\$0.00	\$39,160.00
3	Report and Results Presentation																		
	Prepare Report	4	32			120	16			172	\$27,720.00					\$4,000.00	\$60.00	\$4,060.00	\$31,780.00
	Presentation		23	5	5	23	9			65	\$11,650.00	1,250			2			\$1,125.00	\$12,775.00
	Revise Report	1	16			60	8			85	\$13,610.00					\$4,000.00	\$60.00	\$4,060.00	\$17,670.00
Total																			
	Total SEH Hours per Staff =	19	194	19	25	466	77	0	12			2,500	0		4				
	Total SEH Cost per Staff	\$4,750.00	\$40,740.00	\$3,990.00	\$3,750.00	\$65,240.00	\$15,400.00		\$1,500.00		\$135,370.00	\$1,450.00	\$0.00	\$0.00	\$800.00	\$8,050.00	\$120.00	\$10,420.00	\$145,790.00