

JUN88NFD

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT (WATER RIGHT OF WAY GRANT)

NAME OF AGENCY OR CONTRACTOR: UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT GRANT NO
C43080, RIGHT TO CONSTRUCT OPERATE, MAINTAIN AND TERMINATE
WATER PIPELINE RIGHT OF WAY, INCLUDING AN EXISTING 18 INCH
PIPELINE TO PURDY MESA RESERVOIR AND A PROPOSED 24 TO 30
INCH PIPELINE TO JUNIATA RESERVOIR ON PUBLIC LANDS 6TH
MERIDIAN, T 12 S, R 98 W, SEC 25 SW $\frac{1}{4}$ NE $\frac{1}{4}$ AND SE $\frac{1}{4}$ SE $\frac{1}{4}$

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1988

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

October 27, 1988

Mr. Bruce Conrad, District Manager
United States Department of the Interior
Bureau of Land Management
764 Horizon Drive
Grand Junction, CO 81506

RE: 2800/2880
C-43080
(7-130)

Dear Mr. Conrad:

Pursuant to your direction, the City of Grand Junction has amended Right-of-Way Grant C-43080. More specifically, Section 4c of the terms and conditions is changed to read as follows:

Each grant issued pursuant to the authority of the Federal Land Policy and Management Act of 1976 for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.

Thank you for making us aware of this change.

Sincerely,

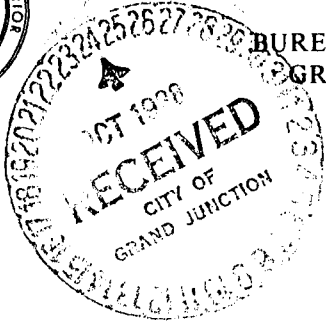
A handwritten signature in cursive script that reads "Tim Woodmansee".

Tim Woodmansee
City Property Agent

cc: Greg Trainor, City Utilities Manager
Neva Lockhart, City Clerk



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
GRAND JUNCTION DISTRICT
764 Horizon Drive
Grand Junction, Colorado 81506

IN REPLY REFER TO:
2800/2880
C-43080
(7-130)

October 21, 1988

CERTIFIED MAIL NO. P 702 282 926
RETURN RECEIPT REQUESTED

City of Grand Junction
250 North 5th Street
Grand Junction, Colorado 81501

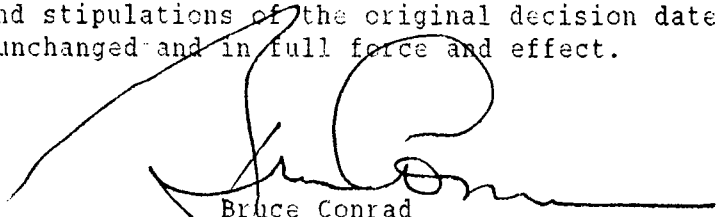
DECISION
Right-of-Way Grant Amended

On December 15, 1986, the City of Grand Junction was granted right-of-way C-43080 for an 18 inch pipeline to Purdy Mesa Reservoir and a 24-30 inch pipeline to Juniata Reservoir under Title V of the Federal Land Policy and Management Act of 1976 (90 Stat. 2743, 43 U.S.C. 1701).

Section 4c of the grant refers to paragraph (1)(a) which does not exist. Accordingly, Section 4c of the terms and conditions is changed to read as follows:

Each grant issued pursuant to the authority of the Federal Land Policy and Management Act of 1976 for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way granted herein may be reviewed at any time deemed necessary by the authorized officer.

Please confirm your copy of the right-of-way grant to reflect this change. All other terms, conditions, and stipulations of the original decision dated December 15, 1986, remain unchanged and in full force and effect.


Bruce Conrad
District Manager

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office
Grand Junction District

RIGHT-OF-WAY GRANT AND TEMPORARY USE PERMIT

Serial Number
G-43080

1. A right-of-way and temporary use permit is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

- a. By this instrument, the holder, the City of Grand Junction, receives a right to construct, operate, maintain, and terminate a water pipeline right-of-way, including an existing 18-inch pipeline to Purdy Mesa Reservoir, and a proposed 24 to 30-inch pipeline to Juniata Reservoir on public lands described as follows:

6th Principal Meridian
T. 12 S., R. 98 W., sec. 25, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$

- b. The right-of-way granted herein is 50 feet wide and 400 feet long at the intake area, and 20 feet wide and 2,240 feet long on the pipeline route. It contains 1.49 acres, more or less.

The temporary use area is 15 feet wide and 2,640 feet long, and is located along both sides of the right-of-way.

- c. This instrument shall terminate on December 14, 2016, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

The authorized use is rental exempt (see 43 CFR 2803.1-2(c)).

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.

- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. Exhibit(s) A (map) and B (stipulations), dated August 1986, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Gregory D. Trainor
(Signature of Holder)

Dick Freed
(Signature of Authorized Officer)

Utility Manager
(Title)

District Manager
(Title)

12/9/86
(Date)

December 15, 1986
(Effective Date of Grant)

EXHIBIT B

Stipulations
for
Purdy Mesa and Juniata Reservoirs
Pipeline Right-of-Way and Temporary Use Permit
C-43080

1. The holder shall notify the authorized officer 24 hours prior to start of construction or maintenance activities which will involve surface disturbance.
2. In order to avoid disturbing wintering big game animals, construction activity and surface disturbance will be allowed only during the period from May 1 to December 1. Any exceptions to this requirement must be authorized in writing by the authorized officer.
3. All construction activities shall be confined to the minimum area necessary not to exceed 80 feet in width in the intake area (see Exhibit A), and 50 feet in width on the pipeline route. The new pipeline shall be installed parallel to and within 10 feet of the existing pipeline on Parcel A. Boundaries of the right-of-way shall be clearly flagged prior to any surface disturbing activities.
4. Four to six inches of surface soil shall be stripped from the areas to be disturbed by cuts and fills and ditch excavation. No stripping of topsoil will be allowed if topsoil is moisture saturated to a depth of 3 inches, or frozen deeper than the stripping depth. Topsoil shall not be used as pipeline padding or mixed with spoil.
5. The fences located in the SE~~1~~⁴SE~~4~~¹ sec. 25 will be returned to a condition at least as good as that existing prior to project construction.
6. All disturbed areas shall be recontoured to conform with local topography within 30 days of project completion or cessation of construction activity.
7. The holder shall promptly remove and dispose of all waste caused by its activities. The term "waste" as used herein means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, petroleum products, ashes and equipment.
8. All disturbed areas will be seeded with the following mixture. Application rates are for pure, live seed (PLS). Seed tags must be submitted to the authorized officer within 30 days of seeding.

<u>Species</u>	<u>Application Rate</u> <u>Lbs/Acre PLS</u>
Four-wing saltbush	2.0
Shadscale	2.0
Streambank wheatgrass	2.0
Western wheatgrass	2.0
	<u>8.0</u>

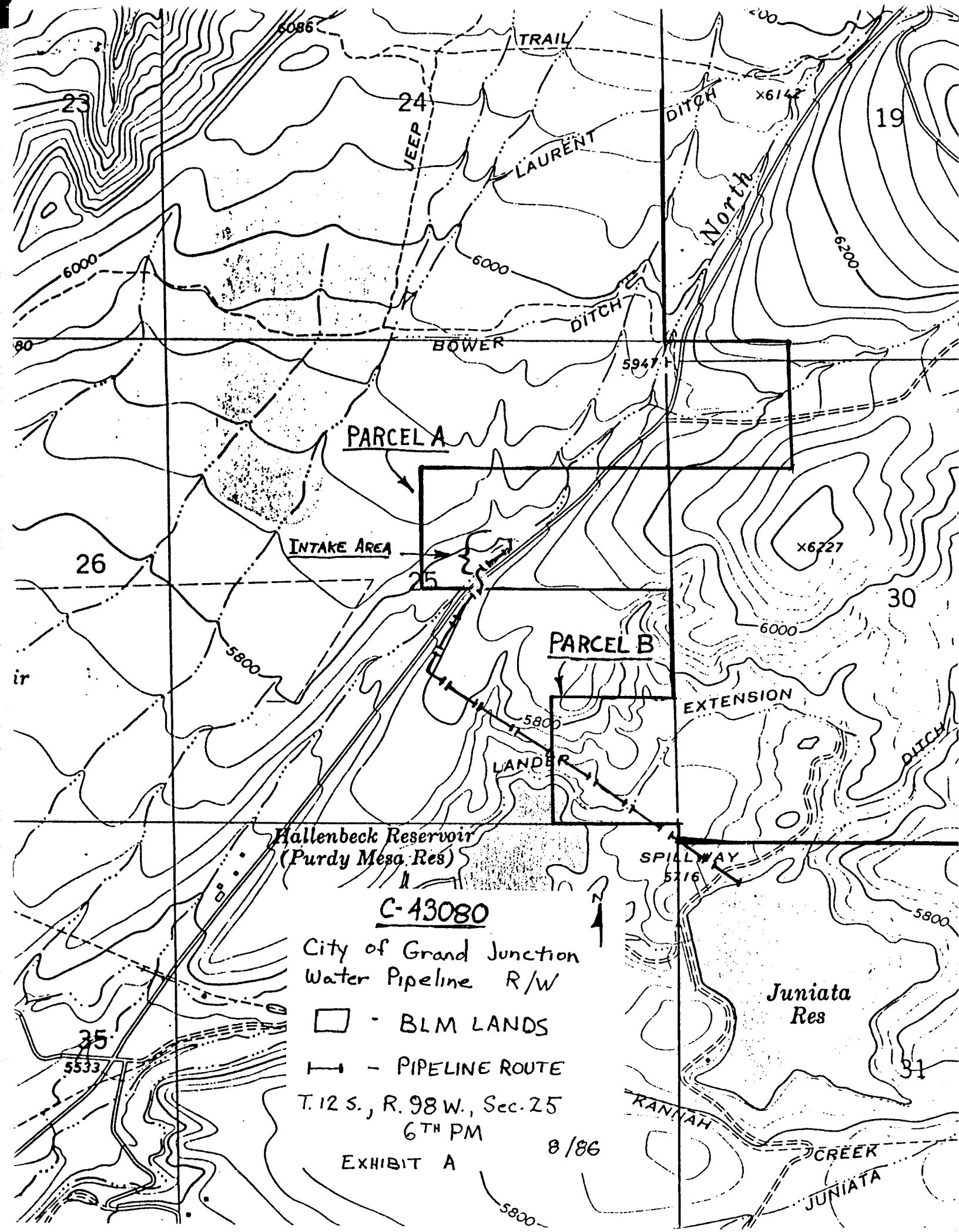
Seedbed shall be prepared by contour cultivating four to six inches deep. Seed shall be drilled 1/2 to 1 inch deep following the contour. In areas that cannot be drilled, seed shall be broadcast at 1.5 times the application rate and covered 1/2 to 1 inch deep with a harrow or drag bar.

The holder shall notify the authorized officer at least 24 hours prior to reseeded. Seeding shall be completed after September 1 and prior to October 15.

9. The area is considered to be satisfactorily reclaimed when:
 - A. All disturbed areas have been recontoured to blend with the natural topography.
 - B. Soil erosion resulting from the operation has been stabilized.
 - C. A vegetative cover at least equal to that present prior to disturbance, and a plant species composition at least as desirable as that present prior to disturbance is established.

Additional work shall be required until these conditions are satisfied.

10. All above-ground structures not subject to safety requirements shall be painted juniper green to blend with the natural landscape.
11. Thirty days prior to abandonment of the right-of-way, the holder shall contact the authorized officer to arrange a joint inspection of the right-of-way. This inspection will be held to agree to an acceptable abandonment and rehabilitation plan. This plan shall include removal of facilities, recontouring and seeding. The authorized officer must approve the plan in writing prior to the holder's commencement of any abandonment activities.



PARCEL A

INTAKE AREA

PARCEL B

Hallenbeck Reservoir
(Purdy Mesa Res)

C-43080

City of Grand Junction
Water Pipeline R/W

□ - BLM LANDS

—|— PIPELINE ROUTE

T. 12 S., R. 98 W., Sec. 25
6TH PM

EXHIBIT A

8/86

Juniata Res

CREEK

JUNIATA



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

September 22, 1986

James Abbott
HDR Infra Structures
1100 Capital Life Center
Denver, CO 80203

Dear Jim:

As a follow-up to the contract for the design of repair work on the Juniata outlet works, the following request is made:

We would like invoices to reflect the categories agreed to in the contract with the payroll detail showing the calculations used to arrive at the invoice I bill. The categories to be included should be:

1. Develop plans and Details.
2. Develop Specifications.
3. Integrate bid documents with North Fork Bid Package.
4. Cost Estimates.
5. Submittals to State Engineer.
6. Bid Administration.

The form of the payroll detail calculations for each category should be, for example, as follows:

1. Develop Plans and Details.

James Roberts

A) Direct Payroll costs and overhead
\$22.76/hour x 10 No. of Hours = \$227.60
Total Payroll x 2.1 = \$477.96

B) Expenses

Copies: 10 Copies @ .05 - .50
Travel: Trip to Denver = 225.00
Prints: 5.00

TOTAL EXPENSES

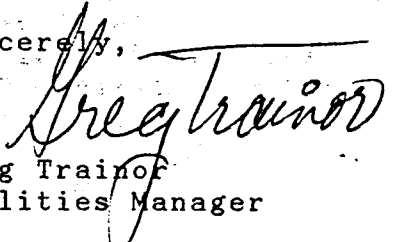
\$230.50

Total for Develop Plans and Details =

\$708.46

Please provide this type of detail on the attached invoice for the preliminary alternatives evaluation invoice.

Sincerely,


Greg Trainor
Utilities Manager

xc: File
Jim Shanks
Jim Roberts



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

September 22, 1986

James E. Abbott, P.E.
HDR Infrastructure, Inc.
1100 Capital Life Center
Denver, CO 80502

Re: Juniata Reservoir

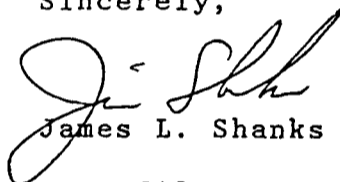
Dear Jim:

I am enclosing a copy of Amendment No. 1 to the Agreement between the City of Grand Junction and HDR. This contract Amendment will cover the additional work necessary to design and bid the Juniata Reservoir outlet works repair.

Please note the change on the maximum fee noted on Page 3. I have changed the amount to \$20,300 as we discussed on the telephone.

Please regard this letter as your notice to proceed on the project.

Sincerely,


James L. Shanks

xc: File
Greg Trainor

JS:skw



HDR Infrastructure, Inc.
A Centerra Company

Invoice

Handwritten signature

1100 Capitol Life Center
Denver, Colorado 80203
(303) 861-1300

Invoice No. 677

Invoice Date 9/11/86

Four-Week Period Ended

8/31/86

Project No. 73-76-50

To
City of Grand Junction
City Hall
Grand Junction, Colorado 81501

Att: Mr. Greg Trainor

For engineering services thru August 31, 1986 in connection
preliminary alternatives evaluation for Juniata Dam Outlet
Works Piping Modifications.

Fee: Payroll Costs x 2.1, plus expenses

Payroll	\$2,755.30 x 2.1	\$ 5,786.13
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Invoicing to Date \$5,786.13

Handwritten note:
Please
make a P.O.
for this and
return to me.
Greg

Please send remittance
with copy of invoice to:
P.O. Box 3443
Omaha, Nebraska 68181

Balance unpaid thirty (30) days from invoice
date subject to interest of 1.5% per month.

Amount Due This Invoice

\$5,786.13



City of Grand Junction, Colorado
81501-2668
250 North Fifth Street

September 22, 1986

James E. Abbott, P.E.
HDR Infrastructure, Inc.
1100 Capital Life Center
Denver, CO 80502

Re: Juniata Reservoir

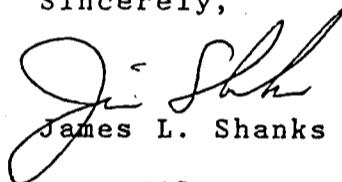
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Please note the change on the maximum fee noted on Page 3. I have changed the amount to \$20,300 as we discussed on the telephone.

Please regard this letter as your notice to proceed on the project.

Sincerely,


James L. Shanks

xc: File
Greg Trainor

JS:skw

AMENDMENT NO. 1
TO AGREEMENT BETWEEN
CITY OF GRAND JUNCTION, COLORADO AND
HDR INFRASTRUCTURE, INC.
FOR
PROFESSIONAL SERVICES

This Contract Amendment No. 1 amends the contract dated May 8, 1986 between the City of Grand Junction and HDR Infrastructure, Inc. that covered the provision of design services for the North Fork Diversion Pipeline.

THE PROJECT

The project consists of providing continuing engineering services on the following projects:

- North Fork Diversion Pipeline
- Juniata Dam Outlet Works Piping Modifications

The project involves the preparation of plans, technical specifications, and bid documents for an interior lining system for the Juniata Dam low-level and mid-level outlet works piping systems. Technical drawings and specifications will be developed for receiving alternate bids on:

- Grout encased steel pipe liner
- Grout encased polyethylene pipe liner

The drawings, technical specifications and bid documents for the Juniata Dam Outlet Works Piping Modifications will be incorporated in the North Fork Diversion Pipe project and will result in a single combined set of plans, technical specifications and contract documents. This amendment also includes providing assistance to the City in advertising, receiving and evaluating construction bids.

SCOPE OF SERVICES

PART A - DETAILED DESIGN AND BIDDING ADMINISTRATION

Under detailed design the Engineer will prepare final detailed plans, technical specifications and contract documents for the project. Specific design tasks include the following:

1. Meet with City staff to review and finalize the project goals, objectives, schedule, budget and constraints.
2. Review existing plans, specifications and photographs of the Juniata Dam project as provided by the City. These documents to serve as a basis for information and criteria as to the configuration and condition of existing outlet works piping facilities.
3. Perform site reconnaissance inspection of facilities to become familiar with project location, conditions and access constraints.

4. Prepare final plans, details and technical specifications for two alternate interior lining systems for the low-level and mid-level outlet works piping system. The two alternative lining systems shall include:
 - Grout encased steel pipe liner
 - Grout encased polyethylene pipe liner

A pressure grout encasing detail and specification will be developed for each liner alternative.
5. Perform computations for determining the wall thickness for each alternative pipe lining material.
6. Perform hydraulic drawdown computations for Juniata Reservoir for each pipe lining alternative based on final recommended internal diameters.
7. Prepare construction cost opinion for each lining alternative at completion of detailed design.
8. Combine the plans, specifications and contract documents for the Juniata Dam Outlet Works Piping Modifications with the North Fork Diversion Pipeline documents so as to create a single bid package.
9. Submit final plans, specifications and contract documents to the State Engineer's office for review and approval.
10. The engineer will have periodic meetings with City staff to review design progress and to discuss the technical features of the project.
11. Modify the North Fork Diversion Pipeline project plans, technical specifications and contract documents to integrate with the Juniata Dam Outlet Works System Piping Modifications to form a single bid package.
12. Perform final revisions to the plans, specifications and contract documents and incorporate review comments from the City and State Engineer's office.
13. Furnish four (4) sets of completed documents to the City and conduct a technical review of the various project elements with City staff.
14. Provide and arrange for the printing and distribution of plans, specifications and contract documents to prospective contractors, sub-contractors, including pipe material and equipment suppliers.
15. Assist the City in soliciting bidders by providing a list of potential bidders and preparing an Invitation to Bid for mailing. HDR will also assist in the advertisement of the project in local papers and trade journals.

16. Answer bidders' questions involving interpretation of plans and specifications during the advertising period including the preparation of any required addenda and/or supplemental specifications and drawings. Assist the City in conducting a prebid conference designed to outline specific goals and solicit potential bidders' questions.
17. Provide assistance in receiving and evaluating contractors' bids including preparation of bid tabulation and recommendation on award of contract.
18. Prepare the construction contract for execution by the City and contractor including bonds, insurance certificates, and other required contract attachments.

PART B - ENGINEERING CONSULTATION

When authorized, the Engineer will provide requested consultation concerning ongoing technical issues related to the Juniata Dam and Outlet Works System. Anticipated items include the following topics:

1. Review the final Evaluation Report for Juniata Dam as prepared by the Bureau of Reclamation.
2. Provide consultation and assistance to the City in evaluating and developing strategies and/or technical responses to concerns for the Juniata Dam as contained in the Bureau's Evaluation Report. Anticipated topics to be addressed are:
 - Outlet works system
 - Embankment factor of safety
 - Embankment stability
 - Embankment/piping seepage
 - Embankment spreading
 - Hydrologic adequacy of Juniata and Purdy Mesa Dam spillways
 - Embankment instrumentation and monitoring program
3. Review of 1978-79 project construction testing and records documentation as needed to support dam embankment stability.
4. Provide ongoing coordinating and consultation with the State Engineer's Office and the U.S. Bureau of Reclamation.

COMPENSATION

Methods of Payment for Services and Expenses.

1. For Detailed Design and Bidding Administration services as described in Part A, payment shall be based on payroll costs times a multiplier of 2.1 plus out-of-pocket expenses and subconsultant costs. Payroll costs would be defined as actual direct salary plus 33.9% (covers vacation, holiday, sick leave, payroll taxes, group insurance and retirement benefits.) Our invoicing for these described services would not exceed ~~\$21,200~~ without written approval of the Owner.

*Jan 20, 2000 -3-
SMTG*

2. For services authorized by the Owner under Part B, Engineering Consultation, payment shall be based on payroll costs times a multiplier of 2.1 plus out-of-pocket expenses and subconsultant costs. Payroll costs would be defined as actual direct salary plus 33.9% (covers vacation, holiday, sick leave, payroll taxes, group insurance and retirement benefits).
3. Payments for Detailed Design, Bidding Administration and Engineering Consultation rendered and Reimbursable Expenses incurred shall be made monthly. HDR statements will be submitted monthly and will be based upon total services completed at the time of billing. OWNER shall make prompt payments in response to HDR's statements.

ACCEPTANCE

THE CITY OF GRAND JUNCTION, COLORADO

By Mark K Achen

Date 9-22-86

Name Mark K Achen

Title city manager

Address: 250 North Fifth Street
Grand Junction, Colorado 81501

ATTEST:
~~Witness~~

Neva B. Lockhart, CMC
City Clerk

HDR INFRASTRUCTURE, INC.

By James E. Abbott

Date September 5, 1986

Name: James E. Abbott

Title: Vice President

Address: 1100 Capitol Life Center
Denver, Colorado 80302

Witness

James R. Roberts

Execution and receipt of this Amendment No. 1 shall constitute the Engineer's written Notice to Proceed with Part A - Detailed Design and Bidding Administration of the Project.

All terms, conditions and provisions of the original agreement for professional services dated May 8, 1986 will remain in force during the duration of this amendment.

ARMSTRONG & ASSOCIATES, INC.

861 Rood Avenue Grand Junction, Colorado 81501 - (303) 245-3861

September 1, 1983

City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Attn: Ralph Sterry

Re: Juniata Capacity Determination, #834186

Dear Mr. Sterry:

As requested, personnel of Armstrong & Associates, Inc. have confirmed the high water elevation of Juniata Reservoir to be 5750.38 feet. This elevation is controlled by the concrete retaining structure constructed across the spillway.

With the maximum pool elevation being 5750.38 feet the storage capacity is increased to 6867.7 acre feet, which is the amount that should be decreed as your total storage right. I have included two complete plan sets reflecting a certification of total storage capability. One set is for filing with the Water Commissioner and one set is for your use.

It appears that the reservoir staff gage may be mis marked, and it is certain that the staff gage storage chart is in error. It is recommended that you take necessary action to correlate the staff gage to the capacity charts presented in our plans, as the plan capacities are highly accurate.

If we may assist in any way, please contact me.

Sincerely,

ARMSTRONG & ASSOCIATES, INC.



David M. Leonard, PE
Executive Vice President

DML:ah

Enclosures

ENGINEERS-ARCHITECTS

ARMSTRONG & ASSOCIATES, INC.

PROJECT NUMBER: 834186

SHEET NO. 1 OF 1

PROJECT: JUNIATA RESERVOIR

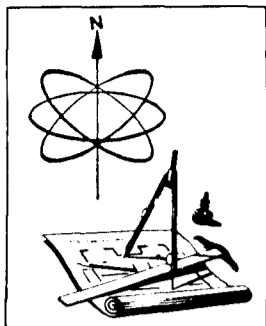
DATE: 9-1-83

TITLE: AREA CAPACITY VERIFICATION

PREPARED BY: DL

RALPH

STAFF GAGE READING ON 9-1-83 WAS 48.8 FEET
POOL ELEVATION DETERMINED BY OUR SURVEY WAS
48.64 FEET. IT APPEARS THAT THE STAFF
GAGE READS 0.16 FEET HIGH.



ARMSTRONG ENGINEERS and ASSOCIATES, INC.

861 Rood Avenue — Grand Junction, Colorado 81501 — (303) 245-3861

Part I. PARTIES AND PROJECT

THIS AGREEMENT is made on the *6* day of *July* in the year 1978 between the City of Grand Junction, Colorado, the OWNER and Armstrong Engineers and Associates, Inc., 861 Rood Avenue, Grand Junction, Colorado, the ENGINEER for the following Project:

Bidding and construction phases of the enlargement of Juniata Reservoir, Mesa County, Colorado.

Part II. ENGINEERING CHARGES:

LUMP SUM AND DIRECT CHARGES

A. In accordance with the Terms and Conditions of this Agreement, the ENGINEER shall provide professional services for which the OWNER shall compensate the ENGINEER as follows:

A.1 Contract Administration - As defined in Paragraph 1.1 on the basis of a lump sum total of Seventeen Thousand dollars (\$17,000).

ENGINEERING • SURVEYING • SOILS AND CONCRETE TESTING

A.2 Additional Services - As defined in Paragraph 1.2, as follows:

A.2.1 Principals' time at the rate of Thirty dollars (\$30.00) per hour.

For the purposes of this Agreement, the Principals are identified as:

Edward A. Armstrong and David M. Leonard

A.2.2 Employee's time (other than Principals') at the rate per appropriate classification as detailed in the Fee Schedule, Appendix.

A.2.3 Cost of Services of other professional consultants at a multiple of one and two tenths (1.2) times the amount billed to the ENGINEER by the professional consultants for such services.

A.3 Reimbursable Expenses - As defined in Article 4, times a multiplier of one and two tenths (1.2).

A.4 Payments for contract administration shall be made monthly in proportion to the estimated portion of construction complete at the time of preparation of the monthly report.

A.5 Payments for Resident Engineering, Inspection Services, and Construction Staking shall be made monthly in accordance with the Fee Schedule - Appendix and the provisions of article A.2, above.

Part III. TERMS AND CONDITIONS

Article 1. ENGINEER'S SERVICES

1.1 Basic Services

The ENGINEER agrees to perform professional services in connection with the

Project, including normal civil, structural, mechanical and electrical services and normal architectural services related thereto, as set forth below and contained within this Agreement:

1.1.2 Construction Contract Documents Phase

Upon receipt of the OWNER's written authorization to proceed with the Construction Contract Documents Phase, the ENGINEER shall:

1.1.2.1 Furnish the required Contract forms including proposal forms and notice to bidders, drawings, technical specifications and other documents as required to complete the Construction Contract Documents.

1.1.2.2 Secure approval from governmental authorities having jurisdiction over the Project.

1.1.2.3 Advise the OWNER of an adjustments to previous ENGINEER's Opinion the Construction Cost when changes in requirements, general market conditions or other conditions so warrant.

1.1.2.4 At the OWNER's request, assist the OWNER's legal counsel in connection with his review of the Construction Contract Documents for their legally related aspects.

1.1.2.5 Furnish three copies of the Construction Contract Documents for the OWNER's review and approval.

1.1.3 Bidding or Negotiating Phase

Upon receipt of the OWNER's written approval of the Construction Contract

Documents Phase and latest Opinion of the Construction Cost, and written authorization to proceed with the Bidding or Negotiating Phase, the ENGINEER shall:

1.1.3.1 Assist the OWNER in obtaining bids or negotiating bid proposals, in analyzing bids and proposals, and in awarding the Construction Contract.

1.1.4 Construction Phase

Upon award of any Construction Contract based upon the Construction Contract Documents compiled by the ENGINEER, the Construction Phase of this Agreement shall commence and the ENGINEER shall:

1.1.4.1 Act as the OWNER's representative with duties and responsibilities and limitations of authority as described in the General Conditions to the Construction Contract. The OWNER shall not modify the Construction Contract Documents without the written consent of the ENGINEER.

1.1.4.2 Advise and consult with the OWNER during the Construction Phase and the ENGINEER shall issue the OWNER's authorized instructions to the Contractor.

1.1.4.3 Make periodic visits to the site of the construction to observe the progress and quality of the construction work and to determine, in general, if the results of the construction work are in accordance with the Drawings and the Specifications. On the basis of his on-site observations as an ENGINEER, he shall endeavor to guard the OWNER against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee the performance of

the Contractor. Except as detailed in Section 1.2, the ENGINEER shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work and is not responsible for construction means, methods, techniques, sequences or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The ENGINEER is not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract.

1.1.4.4 Review the Contractor's request for progressive payment, and based upon said on-site observation, advise the OWNER as to the ENGINEER's opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor's payment request and issue, for processing by the OWNER, a Certificate for Payment in the amount owed the Contractor. The issuance of Certificates for Payment shall constitute a declaration by the ENGINEER to the OWNER, based upon said on-site observations, review and data accompanying the request for payment, that the Contractor's work has progressed to the point indicated; that to the best of the ENGINEER's knowledge, information and belief, the quality of the Contractor's work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of minor deviations from the Construction Contract Documents and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Certificate for Payment by the ENGINEER shall not represent that he has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.

1.1.4.5 Make recommendations to the OWNER on all claims relating to the execution and progress of the construction work. The ENGINEER's decisions in matters relating to the ENGINEER's design shall be final.

1.1.4.6 Notify the OWNER of permanent work which does not conform to the result required in the Construction Contract, prepare a written report describing any apparent non-conforming permanent work and make recommendations to the OWNER for its correction and, at the request of the OWNER, have recommendations implemented by the Contractor.

1.1.4.7 Review shop drawings, samples, and other submittals of the Contractor only for general conformance to the design concept of the Project and for general compliance with the Construction Contract.

1.1.4.8 Prepare Change Orders for the OWNER's approval.

1.1.4.9 Conduct a construction progress review related to the Contractor's date of completion; receive written guarantees and related data assembled by the Contractor; and issue to the OWNER a Certificate of Final Payment.

1.1.4.10 The ENGINEER shall not be responsible for the defects or omissions in the work result of the Contractors, or any Subcontractors, or any of the Contractor's or Subcontractor's employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract.

1.2 Additional Services

If authorized in writing by the OWNER, the ENGINEER agrees to furnish or obtain from others, additional professional services in connection with the Project, as set forth below and contained within this Agreement:

1.2.1 Making drawings from field measurements of existing construction when required for planning additions or alterations thereto.

1.2.2 Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

1.2.3 Revising studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the ENGINEER.

1.2.4 Preparation of design documents for alternate bids or for out-of-sequence work requested by the OWNER.

1.2.5 Preparation of detailed renderings, exhibits or scale models for the Project.

1.2.6 Providing special analysis of the OWNER's needs such as owning and operating analysis, OWNER's operating and maintenance manuals, OWNER's special operating drawings or charts, and any other similar analysis.

1.2.7 Providing any type of field surveys for design purposes, "stake out" of the location of the work, and any other special field surveys.

1.2.8 Furnishing additional copies of reports and additional prints of Drawings and Specifications in excess of those stipulated in the Agreement.

1.2.9 Additional services when the Project involves more than one Construction Contract, or separate equipment contracts.

1.2.10 Preparing special Change Orders when requested by the OWNER which are not within the scope of Article 1, "ENGINEER'S SERVICES," paragraph 1.1.4.8.

1.2.11 Making a review of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the Construction Contract.

1.2.12 Preparing a set of reproducible record drawings conforming to construction records provided to the ENGINEER, made by the Contractor during the construction process.

1.2.13 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the Contractor, (3) prolongation of the initial Construction Contract time beyond the contract time, (4) acceleration of the work schedule involving services beyond established office working hours, and (5) the Contractor's default under Construction Contract due to delinquency or insolvency.

1.2.14 Providing assistance in the initial start-up, testing, adjusting or balancing, or operation of equipment or systems, or training personnel for operation or maintenance of equipment or system.

1.2.15 Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.

1.2.16 Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.

1.2.17 Providing Construction Inspection services in accordance with the report of necessary inspection procedures and the schedule of necessary soil testing.

1.2.18 Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 2, "OWNER'S RESPONSIBILITIES."

1.2.19 Providing Resident Project Representative services to give the OWNER more extensive on-site representation during the Construction Phase.

Article 2 OWNER'S RESPONSIBILITIES

The OWNER shall:

2.1 Provide to the ENGINEER all criteria, design and OWNER's construction standards and full information as to the OWNER's requirements for the Project.

2.2 Designate in writing a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's

policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.

2.3 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.

2.4 Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement.

2.5 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the Contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.

2.6 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

2.7 Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

2.8 Compensate the ENGINEER for services rendered under this Agreement.

Article 3 PERSONNEL EXPENSE

Personnel Expense is defined as the labor costs incurred by the ENGINEER directly attributable to the Project by the payment of the salaries and wages to the employees of the ENGINEER, and shall be billed as detailed in the Fee Schedule - Appendix, in the event that the contract is terminated prior to completion or if extra work is required. Otherwise, payments shall be in accordance with Part II, Section A.

Article 4 REIMBURSABLE EXPENSES

4.1 Reimbursable Expenses are in addition to compensation to the ENGINEER for Basic and Additional Services and include expenditures made by the ENGINEER, his employees or his consultants in the interest of the Project. Reimbursable Expenses include but are not limited to extra work necessitated by a change in project scope, or additional work beyond that specified in this contract.

Article 5 PAYMENTS TO THE ENGINEER

5.1 Progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty days of the ENGINEER's submittal of his monthly statement. Past due amounts owed shall include a charge at the maximum legal rate of interest from the thirtieth day.

5.2 If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

5.3 No deductons shall be made from the ENGINEER's compensation on account of penalty, liquidated damages or other sums withheld from payments to Contractors.

5.4 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the ENGINEER in accordance with the termination provision contained hereafter in this Agreement.

Article 6 GENERAL PROVISIONS

6.1 Ownership of Documents

All drawings, specifications and other work product of the ENGINEER for this Project are instruments of service for this Project only. Reuse of any of the instruments of service of the ENGINEER by the OWNER on extensions of this Project or on any other project without the written permission of the ENGINEER shall be at the OWNER's risk and the OWNER agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the Project instruments of service by the OWNER OR BY OTHERS ACTING THROUGH THE OWNER. Any reuse or adaptation of the Project instruments of

service occurring after this written agreement shall entitle the ENGINEER to further compensation in amounts to be agreed upon by the OWNER and the ENGINEER.

6.2 Delegation of Duties

Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

6.3 Termination

This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus 15% of the total compensation earned to the time of termination to account for ENGINEER's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

6.4 Extent of Agreement

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supercedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.

6.5 Governing Law

Unless otherwise specified within this Agreement, the Agreement shall be governed by the law of the principal place of business of the ENGINEER.

6.6 General

6.6.1 Should litigation or arbitration occur between the two parties relating to the provisions of this Agreement, all litigation or arbitration expenses, collection expenses, witness fees, court costs and attorney fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.

6.6.2 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

6.6.3 In the event any provisions of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

6.6.4 The ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for final or completed structure; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.

6.6.5 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.

6.6.6 Any Opinion of the Construction Cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such Opinions as compared to Contractor bids or actual costs to the OWNER.

Article 7. SPECIAL PROVISIONS

7.1 Insurance and Indemnity

7.1.1 Engineer's Insurance - The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage. The limits and deductible applicable to both comprehensive general liability and professional liability shall be established under a separate agreement between the parties.

7.1.2 Indemnity - The OWNER will require that any Contractor or Subcontractors performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's)

negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents and employees.

7.2 Limitation of Liability

The OWNER agrees to limit the ENGINEER's liability to the OWNER and to all Construction Contractors and Subcontractors on the Project, due to the ENGINEER's professional negligent acts, errors or omissions, such that the total aggregate liability of the ENGINEER to those named shall not exceed fifty thousand (\$50,000) dollars or the ENGINEER's total fee for services rendered on this Project, whichever is greater.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first written above:

OWNER:

City of Grand Junction

By

James E. Wysocki
James E. Wysocki, City Manager

ENGINEER:

Armstrong Engineers and Associates, Inc.

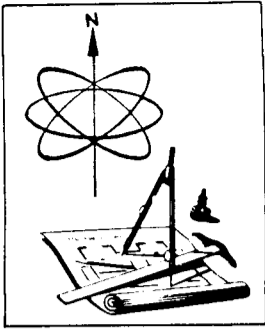
By

Edward A. Armstrong, Pres.
Edward A. Armstrong, President

ATTEST:

By

Neva B. Lockhart, CMC
City Clerk



ARMSTRONG ENGINEERS and ASSOCIATES, INC.

861 Rood Avenue — Grand Junction, Colorado 81501 — (303) 245-3861

January 2, 1978

FEE SCHEDULE

PROFESSIONAL SERVICES

ENGINEERING

Principal Engineer	\$ 30.00/Hr.
Staff Engineer	\$ 25.00/Hr.
Field Engineer	\$ 25.00/Hr.
Soils Engineer	\$ 25.00/Hr.
Junior Engineer	\$ 20.00/Hr.

SURVEYING

3-man Crew	\$ 37.50/Hr.
2-man Crew	\$ 32.00/Hr.
Licensed Surveyor	\$ 25.00/Hr.
Draftsman	\$ 12.00/Hr.
Electronic Distance Meter	\$ 12.00/Hr.
2-way Radios (\$1.00/Hr. Each)	\$ 2.00/Hr.
Materials and Expenses	At Cost
Programmed Computer	\$ 4.00/Hr.
Prints	\$ 2.00/Ea.
Mylar Reproducables	\$ 10.00/Ea.
4-Wheel Drive Vehicle	\$ 10.00/Day +0.25/Mile

CLERICAL

Office Clerical	\$ 12.00/Hr.
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SOILS INVESTIGATION

FIELD INVESTIGATION

Drill Rig - 4" Auger capable of 150' depth on F600 Four Wheel Drive	
- 4" Auger capable of 250' depth and core drilling mounted on F700 chassis	
Drilling & Sampling with a power auger	\$ 4.00/Ft.
Drilling & Sampling with hollow auger	\$ 6.00/Ft.
Equipment Rental - Drill	\$ 55.00/Hr. plus bit charge
Field Engineer	\$ 25.00/Hr.
Field Geologist	\$ 25.00/Hr.
Nuclear Density Determination	\$ 10.00/Test, plus \$ 15.00/Hr. standby time

ENGINEERING • SURVEYING • SOILS AND CONCRETE TESTING

SOILS INVESTIGATION Cont'd

LABORATORY TESTING

Grain Size Analysis, coarse (all sizes to #200 sieve) per test	\$ 30.00
Grain Size Analysis, Fine (-1 1/2" to #200 sieve) per test	\$ 18.00
Grain Size Analysis, passing #200 sieve only, per test	\$ 7.00
Grain Size Analysis, Hydrometer (Smaller than #200 sieve) per test	\$ 20.00
Grain Size Analysis -0.02 mm, per test	\$ 20.00
Grain Size Analysis -0.002 mm, per test	\$ 30.00
Sieve Analysis of Large Pit Run Samples	At Hourly Rate
Unit Weight Determination, each	\$ 12.00
Specific Gravity & Absorption Determination, per test	\$ 25.00
Specific Gravity Determination, each	\$ 20.00
Sampling Charges	At Hourly Rate
Standard Proctor (ASTM D698-70) per test	\$ 50.00
Modified Proctor (ASTM D1557-70) per test	\$ 60.00
Atterberg Limits (L.L. & P.I.) per test	\$ 20.00
Natural Moisture & Density, per test	\$ 3.00
Relative Density Test	\$ 80.00
Unconfined Compression Tests, each	\$ 15.00
Triaxial Compression Test (undrained, unconsolidated) Undisturbed samples (3 pt.) delivered to lab, ea.	\$250.00
Swell-Consolidation Test	\$ 80.00
Swell Test	\$ 30.00
Direct Shear test (quick, undrained), 3 points	\$ 80.00
California Bearing Ratio Test (proctor curve submitted with sample) each	\$ 65.00
California Bearing Ratio, proctor curve and calculations, each	\$115.00
Laboratory testing, other than above, per man hour including standby time	At Hourly Rate

ASPHALT TESTING

MARSHALL STABILITY TEST - MIX DESIGN - 1 Aggreg.	\$250.00
- Combined Aggr.	\$300.00
Field Sample (unit weight, stability and flow)	\$ 60.00 2 specimens

CONCRETE TESTING

FIELD TESTS	\$ 15.00/hr.+5.00 for ea. cylinder ca
Includes sampling, unit weight, slump air content, yield, temperature and compression)	
CONCRETE MIX DESIGNS, Each	\$ 95.00
PRELIMINARY AGGREGATE TESTS, Each	\$ 65.00

CONCRETE TESTING Cont'd.

CYLINDERS CAST BY CONTRACTOR, Each \$ 6.00

INSPECTION & ENGINEERING SERVICES

ENGINEERING TECHNICIAN \$ 17.00/hr.
JUNIOR ENGINEER \$ 20.00/hr.
STAFF ENGINEER \$ 25.00/hr.
PRINCIPAL ENGINEER \$ 30.00/hr.

CHARGEABLE EXPENSES

Auto or Pickup Mileage (outside 10 mile local area) \$ 10.00/day
+ \$0.25/mile
Drill Rig Travel \$ 55.00/hr.
+ \$0.70/mile
Aircraft Rental Cost + 20%
Subsistence, Labor, out-of-town living expenses,
rail or air travel costs, equipment rental, etc. Cost + 20%

*Overtime charges for over 8 hours/day, Saturday
& Sunday will be 1.3 times standard rates.

Long distance telephone, telegraph and any but ordinary
first-class postage at actual cost.

Copying - \$5.00 Minimum Charge

1. 8½" x 11" - 25 copies, minimum + 0.15 per additional copy.
2. 11" x 17" - 15 copies, minimum + 0.20 per additional copy.

Printing

1. Blueline (24" x 36") \$ 0.35 sq. ft.

Interest charged after 30 days from invoice date.



City of Grand Junction, Colorado 81501

250 North Fifth St., 303 243-2633

February 5, 1981

Grand Junction Division Office
Bureau of Land Management
764 Horizon Drive
Grand Junction, CO 81501

Attention: L. Mac Berta
Area Manager
Grand Junction Resource Area

Dear Mr. Berta:

Re: CO-946 (JM)
C-27016-RW
Right of Way Grant for Enlargement of Juniata Reservoir

Enclosed is a copy of the stipulations that accompanied the above referenced right of way grant.

Stipulation number 2 requires the City to construct a fence around the perimeter of the right of way. The City will install said fence according to BLM specification prior to jeopardizing the above referenced right of way grant. However, after discussing this matter with several land people on the task force with the BLM, we concluded that the reason for the stipulation was that it paralleled Jerry Creek #2 (Ute Water) stipulation; requiring a fence around its perimeter, which Ute Water Conservancy District required to keep livestock and other wildlife from having access to the reservoir for public health reasons.

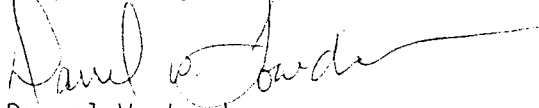
Several years prior to our application for the above referenced right of way grant, the City has known of some livestock and wildlife from BLM property having access to the Juniata and Purdy Mesa reservoirs. As long as the reservoirs are not impacted any more than they have been and are being used now, the City will continue to choose not to maintain a fence around the perimeter of both reservoirs.

For the above reasons the City wishes to waive its rights under stipulation number 2 until such time that the City determines it necessary. The City realizes that if in the future it is determined that a fence is necessary, the City will build a fence to BLM specifications around the perimeter of the above referenced right of way granted (specifications attached thereto).

Grand Junction Division Office
Bureau of Land Management
February 5, 1981
Page 2

BLM Land Staff and I concluded that the stipulation number 2, referring to BLM specifications for the fence to be built as "woven wire fence-Type "G", was designed after Jerry Creek #2 since there will be extensive sheep grazing in that area. We agreed that the area around the Juniata and Purdy Mesa Reservoirs will not yield sheep grazing. For this reason the City wishes to waive its right to construct a "Type G" fence, so that when the City determines they need to build a fence, a type "D" 4-strand barbed wire fence be stipulated as specified by BLM (see attached wire livestock fences for use on Antelope Range, Drawing No. 08-33-9105.41-2).

Respectfully submitted,



Darrel W. Lowder
R.O.W. Agent

Enclosures

cc w/encl: James Wysocki
Gerald Ashby
James Patterson
Neva Lockhart



United States Department of the Interior

IN REPLY REFER TO

CO-946(JM)

C-27016-RW

BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE
ROOM 700, COLORADO STATE BANK BUILDING
1600 BROADWAY
DENVER, COLORADO 80202

MAR 12 1979

Certified Mail

City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Gentlemen:

Attached is the grant for the enlargement of Juniata Reservoir. Because you are presently allowing restricted access and indicate that you expect to continue, we have not reserved or required public access in the terms, conditions or stipulations of this grant.

We approve and encourage the concept of public access and hope that it continues without any serious effects on the water quality. If it should appear that the public access is causing degradation and deterioration of water quality making the water unusable for your purposes, I would appreciate your contacting either myself or the Grand Junction District Manager prior to any action on your part.

Sincerely yours,

Dale R. Andrus
State Director

Enclosure
Grant



Save Energy and You Serve America!



United States Department of the Interior

IN REPLY REFER TO

CO-946(JM)

C-27016-RW

BUREAU OF LAND MANAGEMENT

COLORADO STATE OFFICE
ROOM 700, COLORADO STATE BANK BUILDING
1600 BROADWAY
DENVER, COLORADO 80202

Certified Mail

March 12, 1979

City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

DECISION

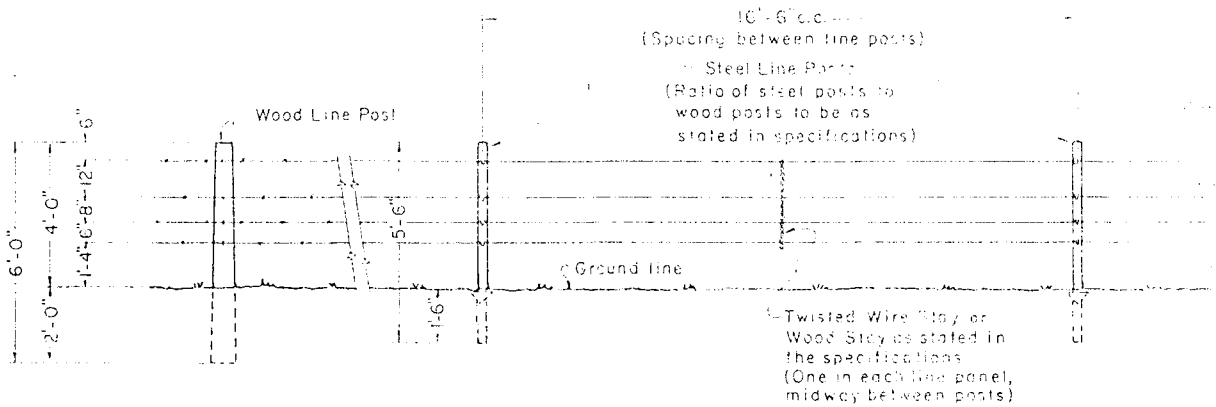
RIGHT-OF-WAY GRANTED

Details of Grant

- A. Serial number of grant: Colorado 27016
- B. Name of grantee: City of Grand Junction
- C. Map, as designated by the grantee, showing location and dimensions of grant: Plat of Right of Way required for Juniata Reservoir Impoundment
- Number of sheets: One
Date filed: July 28, 1978
- D. Permitted use by grantee:
- Type of use: Reservoir enlargement
- Total ~~width~~^{area} of right-of-way: 1.692 acres
- E. Authority for grant: Title V, Federal Land Policy and Management Act of October 21, 1976 (P.L. 94-579; 90 Stat. 2743, 2776-2782; 43 U.S.C. 1701, 1761-1771)
- F. Regulations applicable to grant: 43 CFR 2800
- G. Expiration date of grant: March 11, 2009
- H. Required Fair Market Value Payment: Rental Exempt

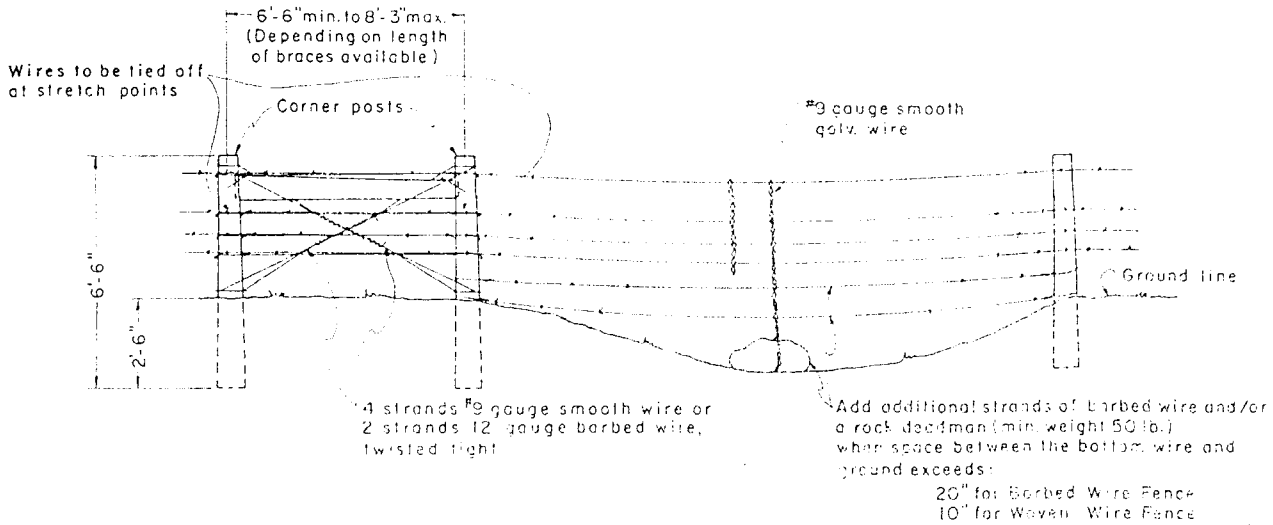


Save Energy and You Serve America!



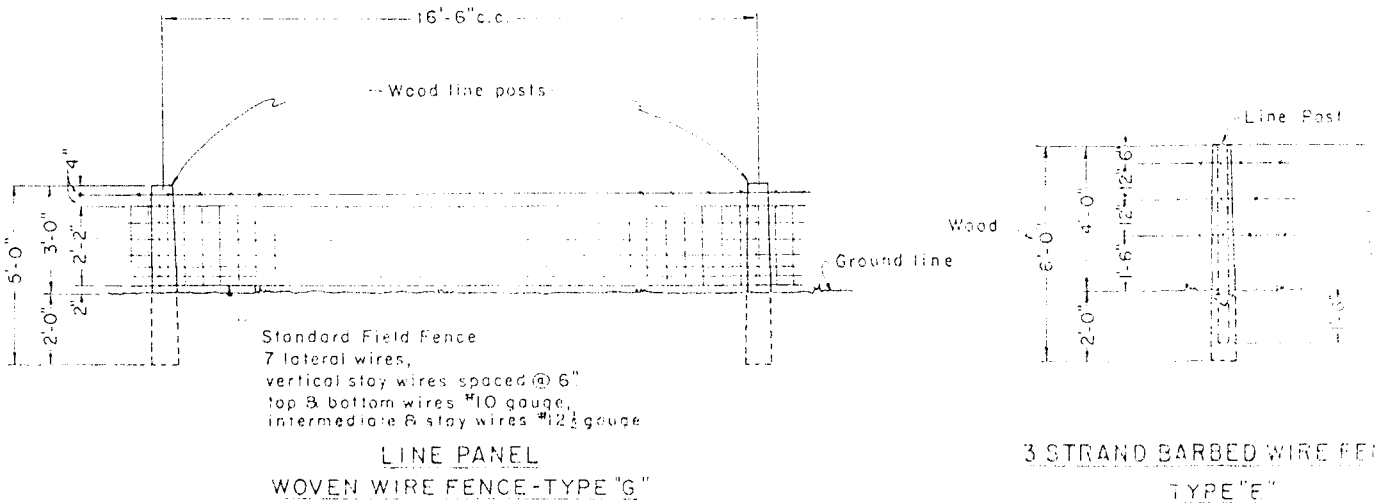
4 STRAND BARBED WIRE FENCE
TYPE "D"

LINE PANEL



STRESS PANEL

PANEL AT MINOR DEPRESSIONS



LINE PANEL
WOVEN WIRE FENCE - TYPE "G"

3 STRAND BARBED WIRE FENCE
TYPE "E"

Note: 32" ht. woven wire (8 lateral wires) with no barbed wire may be used when specified by the Contracting Officer.

STIPULATIONS

1. The portion of the existing stock fence (standing on an east-west axis along the north line of Lot 12 in Tract 39, Section 30, Township 12 South, Range 97 West of the 6th Principal Meridian) that would be inundated shall be removed and the historic barbed wire shall be given to the Grand Junction District Manager.
2. A new fence shall be constructed around the perimeter of the reservoir on the boundary of the right-of-way area, according to the enclosed BLM specifications. (Woven wire fence-Type "G")
3. All fenceline clearing and construction shall be done by hand. No mechanical surface disturbance shall be allowed.
4. Since the right-of-way area will only be used for natural storage of water and will not contain any structures, the only construction to be allowed in the right-of-way area is that of the fence.

8. To comply with such other specified conditions, within the scope of the applicable statute and lawful regulations thereunder, with respect to the occupancy and use of the lands as may be found by the agency having supervision of the lands to be necessary as a condition to the approval of the right-of-way in order to render its use compatible with the public interest.
9. That upon revocation or termination of the right-of-way, unless the requirement is waived in writing, he shall, so far as it is reasonably possible to do so, restore the land to its original condition to the entire satisfaction of the United States representative in charge.
10. That he shall at all times keep the authorized officer of the Colorado State Office informed of his address, and, in case of corporation, of the address of its principal place of business and of the names and addresses of its principal officers.
11. That in the construction, operation, and maintenance of the project, he shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin and shall require an identical provision to be included in all subcontracts.
12. That the allowance of the right-of-way shall be subject to the express condition that the exercise thereof will not unduly interfere with the management, administration, or disposal by the United States of the lands affected thereby, and that he agrees and consents to the occupancy and use by the United States, its grantees, permittees, or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization thereof, for necessary operations incident to such management, administration, or disposal.
13. That the right-of-way herein granted shall be subject to the express covenant that it will be modified, adapted, or discontinued if found by the Secretary of the Interior to be necessary, without liability or expense to the United States, so as not to conflict with the use and occupancy of the land for any authorized works which may be hereafter constructed thereon under the authority of the United States.

TITLE VI - CIVIL RIGHTS ACT OF 1964

Non-Discrimination Stipulations

14. The grantee covenants and agrees that he will comply with provisions of Title VI of the Civil Rights Act of 1964, and that he will not, for the period during which the property conveyed by this instrument is used for the purposes designated in paragraph 4 hereof, or for another purpose involving the provision of similar services or benefits, engage in any discriminatory actions prohibited by 43 CFR 17.3 to the end that no person in the United States shall, on grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee, for the period of this grant.
15. The grantee further agrees that he will not transfer the property conveyed by this instrument for the purpose designated in paragraph 4 hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, Bureau of Land Management, that he will comply with provisions of paragraph 14 hereof.
16. The grantee agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revest in the United States title to the property conveyed herein, in the event of a breach of the non-discrimination provisions contained in paragraph 14 hereof at any time during the term of this right-of-way.
17. The grantee agrees that as long as property conveyed hereby is used for the purpose designated in paragraph 4 hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant.
18. The grantee agrees that in the event of violation or failure to comply with the requirements imposed by paragraph 14, the United States may seek judicial enforcement of such requirements.
19. The assurances and covenant required by sections 14 through 18 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h)(1972 edition).

BUREAU OF LAND MANAGEMENT STIPULATIONS

Terms and Conditions

An applicant, by accepting a right-of-way, agrees and consents to comply with and be bound by the following terms and conditions, excepting those which the Secretary of the Interior may waive in a particular case:

1. To comply with State and Federal laws applicable to the project for which the right-of-way is approved, and to the lands which are included in the right-of-way, and lawful existing regulations thereunder.
2. To clear and keep clear the lands within the right-of-way to the extent and in the manner directed by the United States representative in charge; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project in such a manner as to decrease the fire hazard and also in accordance with such instructions as the United States representative in charge may specify.
3. To take such soil and resource conservation and protection measures, including weed control, on the land covered by the right-of-way as the United States representative in charge of such lands may request.
4. To do everything reasonably within his power, both independently and on request of any duly authorized representative of the United States, to prevent and suppress fires on or near the lands to be occupied under the right-of-way, including marking available such construction and maintenance forces as may be reasonably obtainable for the suppression of such fires.
5. To build and repair such roads, fences, and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right-of-way.
6. To pay to the United States the full value for all damages to the lands or other property of the United States caused by him or by his employees, contractors, or employees of the contractors, and to indemnify the United States against any liability for damages to life, person or property arising from the occupancy or use of the lands under the right-of-way; except that where a right-of-way is granted hereunder to a State or other governmental agency whose power to assume liability by agreement is limited by law, such agency shall indemnify the United States as provided above to the extent that it may legally do so.
7. To notify promptly the United States representative in charge of the amount of merchantable timber, if any, which will be cut, removed, or destroyed in the construction and maintenance of the project, and to pay the United States through such United States representative in advance of construction such sum of money as such United States representative may determine to be the full stumpage value of the timber to be so cut, removed, or destroyed.

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated July 23, 1964 (29 F.R. 10526), as amended, a right-of-way, the details of which are shown above, is hereby granted. The right-of-way granted herein is an easement issued pursuant to the statutory authority cited above; does not convey an interest in the land or give the grantee any estate of any kind in fee in the lands; is a non-exclusive right to construct, operate, and maintain on public lands only those facilities represented and at the location(s) shown on the hereinabove designated map; and is subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the group specified above.
3. The provisions, limitations, and conditions of Title V of the Federal Land Policy and Management Act of 1976 (90 Stat. 2743, 2776-2782; 43 U.S.C. 1701, 1761-1771).
4. Surveying and clearly marking the exterior limits of the right-of-way prior to the commencement of construction or other surface or vegetation disturbing activities. Said marking shall be done utilizing staking, flagging, or some other method that will result in minimal environmental damage, and shall be done at frequent enough intervals to readily identify the exterior limits on the ground. All activities directly or indirectly associated with construction or maintenance of the right-of-way granted herein must be conducted within the limits of the right-of-way.
5. Compliance with the attached terms, conditions and stipulations, as contained on the attached pages numbered 1 through 4, which are hereby made a part of this decision.
6. Filing proof of construction within 90 days after completion of construction or after all restoration stipulations have been complied with, whichever is later, but in no event to exceed five (5) years from the date of this decision.
7. The right of renewal upon expiration of this grant if the project is in operation at that time and if the grantee has fully complied with the terms, conditions, and stipulations contained herein. If renewed, the right-of-way will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.
8. Suspension or termination for abandonment or noncompliance with the terms, conditions, and stipulations contained herein upon a finding by an authorized officer of the Bureau of Land Management that grounds for such termination or suspension exist and that such action is justified. Said termination or suspension shall occur only after: (i) the holder of the right-of-way is given due notice; (ii) the holder is provided a reasonable opportunity

to comply with said notice; and (iii) an appropriate administrative proceeding is held pursuant to Title V, United States Code, Section 554.

9. Temporary suspension of all activities authorized by this grant prior to an administrative proceeding upon a determination by an authorized officer of the Bureau of Land Management that such suspension is necessary to protect the public health and safety or the environment.
10. A rebuttable presumption of abandonment for failure to use this right-of-way for the purpose granted for any continuous five-year period.
11. The right of the Secretary of the Interior, or his lawful delegate, to grant additional rights-of-way or permits for compatible uses on, over, under, or adjacent to the right-of-way area granted herein.
12. Applicable water and air quality standards established by or pursuant to Federal or State law.
13. Applicable State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance, if these State standards are more stringent than the applicable Federal standards for projects of the same or similar purpose as that authorized herein.
14. That the grantee shall take all measures necessary to:
 - (a) Protect Federal property and economic interests;
 - (b) Protect lawful users of the lands adjacent to or traversed by the right-of-way herein granted;
 - (c) Protect lives and property; and
 - (d) Protect interests of individuals living in the general area traversed by the right-of-way who rely on the fish, wildlife, and other biotic resources of the area for subsistence purposes.
15. That the right-of-way granted herein cannot be conveyed, assigned, or otherwise transferred, in whole or in part, without prior written approval by the Bureau of Land Management. Any transfer will be subject to regulations existing and such other terms, conditions and stipulations deemed necessary at the time of approval of such transfer.

The grantee has the right of appeal to the Board of Land Appeals, Office of the Secretary, in accordance with the regulations in 43 CFR, Part 4, Subpart E. However, if an appeal is to be taken, the notice of appeal must be filed in the

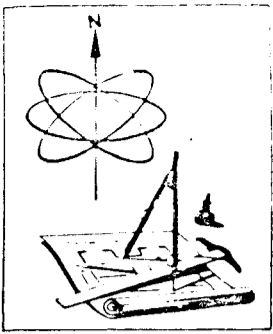
Colorado State Office, 700 Colorado State Bank Building, 1600 Broadway, Denver, Colorado 80202 (not with the Board), within thirty (30) days from receipt of this decision, so that the case file can be transmitted to the Board. To avoid summary dismissal of the appeal, there must be strict compliance with the regulations.



Dale R. Andrus
State Director

Enclosures:

Appeal Information Form
Stipulations, Pages 1 through 4
Drawing 08-33-9105.41-2
cc: DM, Grand Junction (w/cy map)



ARMSTRONG ENGINEERS and ASSOCIATES, INC.

861 Rood Avenue - Grand Junction, Colorado 81501 - (303) 245-3861

June 19, 1978

City of Grand Junction
250 N. 5th St.
Grand Junction, CO 81501

Attn: Mr. Duane R. Jensen
City Engineer, Utilities

Re: Juniata Reservoir

Dear Mr. Jensen:

As discussed with the City Council, Thursday, June 15, 1978, and with yourself on Friday, June 16, we are submitting the enclosed proposal to provide professional services as detailed in the council meeting.

As mentioned, Armstrong Engineers & Associates, Inc., would be pleased to provide the subject services in a timely and cost-effective manner. It should be noted that the cost for the possible additional embankment will be directly dependent upon two items:

1. The proximity of suitable fill material to use for embankment construction.
2. The amount of fracturing that has occurred within the shale layer underlying the proposed second embankment axis.

In order to address these two concerns, it will be necessary to perform a minimum amount of drilling operations along the proposed axis.

ENGINEERING • SURVEYING • SOILS AND CONCRETE TESTING

Armstrong Engineers & Associates, Inc., therefore proposes to perform the following list of additional services for a lump sum fee of \$2,000.00:

1. Drill and core sample one (1) hole along the proposed embankment axis to practical refusal, in order to determine the extent of fracturing in the underlying shale layer.
2. Drill and sample the adjacent potential borrow area to an approximate depth of 50 feet in order to determine quantity and suitability of borrow available for embankment construction.
3. Provide associated laboratory and field tests necessary to determine suitability and other material characteristics of the soils involved.
4. Perform preliminary engineering services addressing ponding, inflow, and other associated problems pertaining to the additional embankment construction.
5. Compile a detailed cost estimate for the proposed construction suitable for use in decision making by the City Council.

Specifically not included is performance of detailed design of the additional embankment and appurtenant items.

It is intended that all other provisions of the Juniata Reservoir contract between the City of Grand Junction and Armstrong Engineers & Associates, Inc., shall remain in effect.

If the provisions presented in this letter meet with the approval of the City of Grand Junction, please signify by signing one copy and returning it to us.

Sincerely,

ARMSTRONG ENGINEERS & ASSOCIATES, INC.

ACCEPTED BY:

David M. Leonard

David M. Leonard, P.E.
Chief Engineer

DML/kh

James E. Wysocki
James Wysocki, City Manager
City of Grand Junction

September 6, 1978

ATTEST:

Meva B. Lockhart, CMC
City Clerk