

WAT81BLK

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: WATER (INSTALL METER PIT AND WATER
METER) BLM WILL PAID COST

NAME OF OWNER, GRANTOR OR COURT: CRAFT BLACK

PROJECT OR WATERWAY: KANNAH CREEK ALLOTMENT TO 3403 D ROAD

PARCEL#: 2941-192-00-149

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1981

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

*Kannah Creek
Flowline*

Water Tap - BLM.



United States Department of the Interior

IN REPLY REFER TO

7-161
Sec. 3

BUREAU OF LAND MANAGEMENT
GRAND JUNCTION DISTRICT
764 HORIZON DRIVE
GRAND JUNCTION, COLORADO 81501

*received
9-9-81
js*

September 8, 1981

City of Grand Junction
c/o Ralph Sterry
250 N. Fifth Street
Grand Junction, CO 81501

Dear Mr. Sterry:

I am interested in continuing with the existing water tap in the Kannah Creek allotment. BLM will pay for the actual cost of installing the meter pit and water meter.

Craft Black who is the current grazing lessee in this area has agreed to pay for any water that he uses.

I appreciate your help in authorizing this water tap.

Sincerely yours,

L. MacBerta
L. MacBerta
Area Manager

Enclosures

MARK ALL PACKAGES AND PAPERS WITH CONTRACT AND/OR ORDER NUMBERS

1. DATE OF ORDER 9/4/81	2. CONTRACT NO. (if any)	3. ORDER NO. CO-070-PH1-0264	PAGE 1 OF 1
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4. ISSUING OFFICE
Bureau of Land Management, 764 Horizon Drive, Grand Junction, CO 81501

5. ACCOUNTING AND APPROPRIATION DATA
CO-070-8100-4457
CO-070-PP1-63

6. SHIP TO (Consignee and Address, ZIP Code) Bureau of Land Management, 764 Horizon Drive, Grand Junction, CO 81501	VIA Best way
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7. TO: CONTRACTOR (Name, Address, ZIP Code)

City of Grand Junction
Attn: Ralph Sterry
250 North Fifth
Grand Junction, CO 81501

8. TYPE OF ORDER
 (a) Purchase Reference your _____

Please furnish the following on the terms specified on both sides of this order and on the attached sheets, if any, including delivery as indicated. This purchase is negotiated under authority of _____

 (b) Delivery Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. REQUISITION OFFICE
GJRA (Thygerson)

10. REQUISITION NO./PURCHASE AUTHORITY
GJRA-81-28

11. F.O.B. POINT
N/A

12. GOVERNMENT B/L NO.
N/A

13. DELIVERY TO F.O.B. POINT ON OR BEFORE

14. DISCOUNT TERMS
N/A


15. SCHEDULE * See reverse for rejections

Item No. (a)	Supplies or Services (b)	Quantity Ordered (c)	Unit (d)	Unit Price (e)	Amount (f)	Quantity Accepted* (g)
1.	Install meter pit and water meter	1	job	400.00	400.00	

16. CLASSIFICATION: SMALL BUSINESS OTHER THAN SMALL BUSINESS MINORITY BUSINESS ENTERPRISE

SEE BILLING INSTRUCTIONS ON REVERSE	17. SHIPPING POINT	18. GROSS SHIPPING WEIGHT	19. INVOICE NO.	- 0 -	15. (h) Total from continuation pages
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20. MAIL INVOICE TO (Include ZIP Code) Same as issuing office	400.00	15. (i) GRAND TOTAL
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21. UNITED STATES OF AMERICA
BY (Signature) 

22. NAME (Typed)
Evelyn Bear
TITLE: CONTRACTING/ORDERING OFFICER

TERMS AND CONDITIONS OF PURCHASE ORDER

1. **INSPECTION AND ACCEPTANCE.**—Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the Government.

2. **VARIATION IN QUANTITY.**—No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. **DISCOUNTS.**—Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the Government, whichever is later. Payment is made, for discount purposes, when check is mailed.

4. **DISPUTES.**—(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Head of the Agency. The decision of the Head of the Agency or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceedings under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in (a) above; Provided, That nothing in this contract shall be construed as making final the decision of any Administrative Official, Representative, or board on a question of law.

5. **FOREIGN SUPPLIES.** This contract is subject to the Buy American Act (41 U.S.C. 101) as implemented by Executive Order 10582 of December 17, 1954, and any restrictions in appropriation acts on the procurement of foreign supplies.

6. **CONVICT LABOR.**—In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

7. **OFFICIALS NOT TO BENEFIT.**—No Member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. **COVENANT AGAINST CONTINGENT FEES.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fees, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9. **FEDERAL, STATE, AND LOCAL TAXES.**—Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties in effect on the date of this contract but does not include any taxes from which the Government, the Contractor or this transaction is exempt. Upon request of the Contractor, the Government shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price pursuant to this clause. For the purpose of this clause, the term "date of this contract" means the date of the contractor's quotation or, if no quotation, the date of this purchase order.

PAYMENTS AND BILLING INSTRUCTIONS

Invoices shall be submitted in the ORIGINAL only, unless otherwise specified, and shall contain the following information: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading. If prepaid parcel post charges are billed, the gross weight and shipping point must be shown.

NOTE.—If desired, this order (or a copy thereof) may be used by the Contractor as his invoice, in lieu of a separate invoice, provided the following statement, (signed and dated) is entered on (or attached to) the order: "Payment is requested in the amount of \$ _____ . No other invoice will be submitted." When several orders are to be invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been:

inspected, accepted, received by me and conforms to contract.

Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL	DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T. REPRESENTATIVE	DATE
	FINAL			
TOTAL CONTAINERS	GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

APPLICATION FOR WATER SERVICE

221

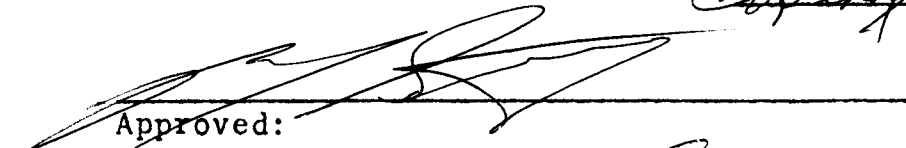
TO THE CITY OF GRAND JUNCTION, COLORADO:

I hereby make application for metered water service from the water works system of the City of Grand Junction for use upon premises located outside of the corporate limits of the said City, to-wit:

NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 15, T2S, R2E, Ute PM

In making this application, I expressly agree to the following terms and conditions: That this application, upon acceptance by the City of Grand Junction, shall constitute the entire contract for the said water use; that I shall pay for the installation and maintenance of all pipes and connections of any kind outside of the City limits, including a meter and meter housing of standard city installation; that I shall pay for the water service provided at the rates now or hereafter prescribed by the City Council; that the said water service shall be subject to and contingent upon all charter provisions, ordinances and regulations of the City now or hereafter existing pertaining to the use of water outside of the City limits; that the City of Grand Junction is not acting as a public utility in the furnishing of water service to me under this application; that I shall not obtain any vested right to receive water from the City of Grand Junction; that the City reserves the right to discontinue this water service at any time; that the City shall not be liable for any failure to supply water when prevented by any cause beyond its control; that this application is made for 3/4 inch tap on the water line of Kannah Creek Flowline; that this contract shall be for the balance of the present calendar year, but it shall be deemed to be automatically renewed from year to year until the said contract is terminated by change of ownership of the premises above described or as otherwise set out herein; that the City shall have the power to enforce collection of bills in the same manner that it employs within the territorial limits of the City of Grand Junction, Colorado; that this contract shall automatically terminate upon any change in ownership of the above-described property and shall not run with the land; that if this tap is made directly on the City's Flowline or a line connected thereto, that the water is unfiltered and untreated and that the City does not guarantee its purity, and that when this tap is made or connection made to an existing line I will immediately notify the Water Department of the City of Grand Junction.

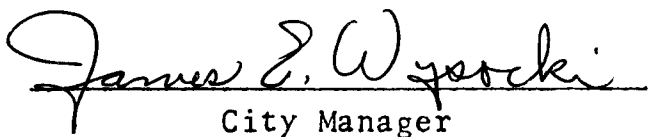
 9/8/81
Area Manager


Approved:

Application is accepted Sept 29, 1981

CITY OF GRAND JUNCTION, COLO.

By


City Manager


Utilities Director