



# United States Department of the Interior

## BUREAU OF RECLAMATION

Upper Colorado Region  
Provo Area Office  
302 East 1860 South  
Provo, UT 84606-7317

IN REPLY REFER TO:

PRO-320  
ADM-13.00

JUN 06 2017

Ms. Susan Odekirk  
State Engineer  
Division of Water Rights  
1594 West North Temple, Suite 220  
Salt Lake City, Utah 84116-3154

Subject: Task Order No. 2017-03 to Technical Services Agreement Between the Department of the Interior, Bureau of Reclamation, and the State of Utah Division of Water Rights

Dear Ms. Odekirk:

Enclosed is one signed original of the subject Task Order No. 2017-03. We have retained one executed copy for our records. If you have any questions, please contact Mr. Arlen Hilton at 801-379-1162.

Sincerely,

Wayne G. Pullan  
Area Manager

for

Enclosure - 1 Original

USBR  
2017-03  
\$12,000

**TASK ORDER NO. 2017-03  
BUREAU OF RECLAMATION  
STATE OF UTAH DIVISION OF WATER RIGHTS  
LOWER SEVIER RIVER UTAH**

This TASK ORDER is hereby attached to and made part of Technical Services Agreement (TSA or Agreement) No. 16-WC-40-609, between THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation) and the STATE OF UTAH DIVISION OF WATER RIGHTS (State).

The purpose of this Task Order is as follows: For professional services as requested by the State to: provide assistance with water automation, and other duties as may be requested in compliance with Reclamation law and policy. This Agreement will remain in effect from the date signed below until December 31, 2017.

**ARTICLE 1. SCOPE OF SERVICES**

In accordance with the provisions of this Agreement, Reclamation agrees to furnish to the State the following specific services:

Reclamation will: Upgrade the data loggers and communication at Vermillion Diversion and Sevier Bridge Reservoir (Yuba). Return the camera system at Vermillion Diversion to working order. Revise the on demand hydraulic control system on Rocky Ford Reservoir to be an on-off system.

**ARTICLE 2. COMPENSATION**

Compensation by the State to Reclamation will be as follows:

**BUDGET**

A budget amount of \$12000 has been negotiated by the State and Reclamation for all work under this Task Order. Reclamation will make diligent efforts to complete the work contemplated within the budget.

Reclamation is not obligated to incur costs beyond the budget, as it may be adjusted, nor is the State obligated to pay Reclamation beyond these limits without modifications to this Task Order or additional task orders being agreed to.

## DIRECT EXPENSES

Direct Expenses are those costs incurred on or directly for the project including, but not limited to, necessary transportation costs, including current rates for Reclamation vehicles; meals and lodging; auto rental; computer services; word processing services; telephone and communication charges; printing, binding, and reproduction charges; all costs associated with outside services and facilities; and other similar costs.

Reimbursement for direct expenses will be on the basis of actual charges and current rates. Reclamation will provide monthly updates and summaries to the Association on manpower and direct expenses incurred on the project. Direct expenses are included in the budget.

## ARTICLE 3. NOTICE TO PROCEED

Reclamation understands that the State will issue Notices to Proceed for this Task Order and each subsequent task. Reclamation will not proceed with any work unless the State has issued a Notice to Proceed.

## OTHER PROVISIONS

The following provisions shall apply to this Task Order:

The work covered in this Task Order is limited to the services outlined in Article 1. The Agreement is intended to permit the State, through the Secretary of the Interior, to enter into task orders with Reclamation if the State determines that such task orders are the most effective way of completing the project. There is no assurance that Reclamation will be tasked for any additional work. Separate notices to proceed will be required for any expansion of the work beyond this Task Order. The scope of services and compensation for subsequent phases will be developed in future task order(s) to the Agreement if Reclamation work is expanded into subsequent phases, prior to the commitment of work, as detailed in the Agreement.

Either party may terminate this Task Order, as provided for in the Agreement.

## PRIVILEGED AND CONFIDENTIAL INFORMATION

Reclamation acknowledges that in performing the services related to this Task Order they may have access to privileged and confidential material(s) of the State. Reclamation agrees to respect the privilege and confidentiality of said information and to not disclose information of this nature without the express prior written consent of the State.

## ACCESS TO RECORDS

Reclamation will maintain accounting records, and make them available to the State as per the Agreement.

EQUAL OPPORTUNITY

Reclamation will comply with all federal and state employment laws, as set forth in the Agreement.

CHANGES

The Parties may make changes, revisions or additions, (collectively hereinafter called "changes") in this Task Order by mutual agreement.

Reclamation will immediately, upon knowledge of any changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify the State of such changes and will request written disposition.

Reclamation will not proceed with any changes unless notified to proceed by the State.

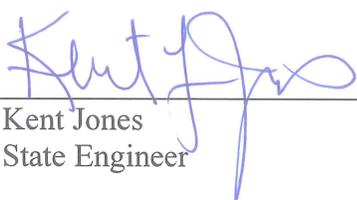
AUDIT

Reclamation agrees that at any time before, or after, final payment, the State may have Reclamation's invoices and statements of cost audited. Any payment may be reduced by amounts found by the STATE not to constitute allowable costs as defined by **Part 31 – Contract Cost Principles and Procedures** of the Code of Federal Regulations (CFR) – Title 48 – Federal Acquisition Regulations.

IN WITNESS WHEREOF, the parties execute this TASK ORDER (Agreement No. 2017-1) this \_\_\_\_ day of \_\_\_\_\_ 2017.

UTAH DIVISION OF WATER RIGHTS

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMTION

By:   
\_\_\_\_\_  
Kent Jones  
State Engineer

By:   
\_\_\_\_\_  
for Wayne G. Pullan  
Area Manager