

STATE OF COLORADO

Colorado Water Conservation Board Department of Natural Resources

1580 Logan Street, Suite 600
Denver, Colorado 80203
Phone: (303) 866-3441
Fax: (303) 894-2578
www.cwcb.state.co.us



November 27, 2012

Mr. Rob White
Arkansas Headwaters Recreation Area 9AHRA)
307 W. Sackett Avenue
Salida, CO 81201

John W. Hickenlooper
Governor

Mike King
DNR Executive Director

Jennifer L. Gimbel
CWCB Director

RE: Helena Diversions Structures/BV Boat Chute Improvement

Dear Rob:

This letter is to inform you that the contract for the WSRA grant request to assist in the Helena Diversions Structures/BV Boat Chute Improvement in the Arkansas Basin was signed on November 27, 2012.

With the executed contract, you are now able to proceed with the project and begin invoicing the State of Colorado for costs incurred through January 15, 2014. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days. I wish you much success in your project.

Sincerely,

/s/

Chris Sturm
Stream Restoration Coordinator
Watershed and Flood Protection Section
Colorado Water Conservation Board
Department of Natural Resources

1313 Sherman St., Room 721
Denver, Co 80203
Phone: (303) 866-3441 ext. 3236
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STATE OF COLORADO
Colorado Water Conservation Board
INTERAGENCY AGREEMENT
with
Colorado Division of Parks and Wildlife
Contract Number C150507

1. PARTIES

This Interagency Agreement (hereinafter called "Agreement") is entered into by and between the Colorado Water Conservation Board (hereinafter called "Payor"), and the Colorado Parks and Wildlife (hereinafter called "Payee"), who may collectively be called the "Parties" and individually a "Party", both of which are agencies or higher education institutions of the STATE OF COLORADO, hereinafter called the "State".

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority to enter into this Agreement exists pursuant to State Fiscal Rule 3-3 and funds have been budgeted, appropriated and otherwise made available pursuant Colorado Revised Statutes (CRS) 39-29-109(2)(c), 37-75-104(2)(c) and 37-75-102 et al., and Senate Bill 06-179 adopted by the 2006 General Assembly and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Purpose

The Water Supply Reserve Account provides money for grants and loans to complete water activities, which are broadly defined and include water supply and environmental projects and/or studies. This Grant is for the reconstruction of a water supply diversion dam on the Arkansas River in Buena Vista, Co.

4. TERM AND EARLY TERMINATION

A. Term-Work Commencement

The Parties respective performances under this Agreement shall commence on December 1, 2012. This Agreement shall terminate on January 15, 2014 unless sooner terminated or further extended as specified elsewhere herein. Either Party may terminate this Agreement by giving the other Party 30 days prior written notice setting forth the date of termination. Upon termination the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination.

5. STATEMENT OF WORK

A. Work

Payee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before January 15, 2014.

B. Goods and Services

Payee shall procure goods and services necessary to complete its obligations. Such procurement shall be accomplished using Agreement Funds and shall not increase the maximum amount payable hereunder by Payor.

6. PAYMENTS-MAXIMUM AMOUNT

The maximum amount payable under this Agreement to Payee by Payor is \$325,000. Payor shall make payment for purchases of goods and services within 45 days after receipt of valid invoices from Payee.

7. RECORDS-MAINTENANCE AND INSPECTION

A. Maintenance

During the term of this Agreement and for a period terminating upon the later of (i) the five year anniversary of the final payment under this Agreement or (ii) the resolution of any pending Agreement matters (the "Record Retention Period"), each Party shall maintain, and allow inspection and monitoring by the other Party, and any other duly authorized agent of a governmental agency, of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the work or the delivery of services or goods hereunder.

B. Inspection

Payor shall have the right to inspect Payee's performance at all reasonable times and places during the term of this Agreement. Payee shall permit Payor, and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this Agreement, to audit, inspect, examine, excerpt, copy and/or transcribe Payee's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by Payor shall not unduly interfere with Payee's performance hereunder.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

Each Party shall treat the confidential information of the other Party with the same degree of care and protection it affords to its own confidential information, unless a different standard is set forth in this Agreement. Each Party shall notify the other Party immediately if it receives a request or demand from a third party for records or information of the other Party.

9. FAILURE TO PERFORM-DISPUTES

The failure of a Party to perform its respective obligations in accordance with the provisions of this Agreement is a breach of this Agreement. In the event of disputes concerning performance hereunder or otherwise related to this Agreement, the Parties shall attempt to resolve them at the divisional level. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the executive director of each Party shall meet and attempt resolution. If this fails, the matter shall be submitted in writing by both Parties, or either of them, to the State Controller, whose decision shall be final.

10. NOTICE AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

| Payor | Payee |
|---|--------------------------------|
| Todd Doherty, Program Manager, Water Supply Planning Section | Andrew de Sugny, Accountant II |
| Colorado Water Conservation Board | Colorado Parks and Wildlife |
| 1580 Logan Street, Suite 200 | 1313 Sherman St., Rm. 618 |
| Denver, Co 80203 | Denver, Co 80203 |
| Todd.doherty@state.co.us | Andrew.desugny@state.co.us |

11. GENERAL PROVISIONS

A. Assignment

The rights and obligations of each Party hereunder are personal to such Party and may not be transferred, assigned or subcontracted without the prior, written consent of the other Party.

B. Order of Precedence

In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the order of priority: exhibits and attachments first; this Agreement second.

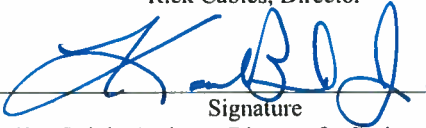

C. Third Party Beneficiaries-Negation

Enforcement of all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.


12. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT

* Persons signing for Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

| STATE OF COLORADO | |
|---|---|
| John W. Hickenlooper, Governor | |
| <p>Colorado Parks and Wildlife Rick Cables, Director</p> <p></p> <p>Signature</p> <p>By: Ken Brink, Assistant Director for Parks and Outdoor Recreation</p> <p>Date: <u>10/29/12</u></p> | <p>Department of Natural Resources Mike King, Executive Director</p> <p></p> <p>Signature</p> <p>By: Tom Browning, Assistant Director, Integrated Resources, CWCB</p> <p>Date: <u>10/30/12</u></p> |

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

| STATE CONTROLLER |
|---|
| David J. McDermott, CPA |
| <p>By: <u></u></p> <p>Susan Borup</p> <p>Date: <u>11/27/12</u></p> |

Statement of Work

WATER ACTIVITY NAME - Helena Diversion Structure/BV Boat Chute Improvement Project

GRANT RECIPIENT - Colorado State Parks/Arkansas Headwaters Recreation Area

FUNDING SOURCE - \$290,000 State / \$35,000 Basin / \$25,320 Match

INTRODUCTION AND BACKGROUND

Provide a brief description of the project. (Please limit to no more than 200 words; this will be used to inform reviewers and the public about your proposal)

The proposed activity, an engineering and construction project that will benefit both consumptive and nonconsumptive users, will replace an existing diversion structure/boat chute, with a new diversion structure/boat chute that will improve water delivery capabilities, enhance boater safety, allow for better fisheries management (fish ladder to allow fish spawning movement upstream) and enhance the overall the recreational experience of visitors to the Arkansas Headwaters Recreation Area.

This grant application is for \$350,320.00 to conduct an engineering and construction project within the upper Arkansas River Valley on an existing water diversion structures in order to improve the water delivery efficiency of the water diversion structure at all water levels while vastly improving boater safety, fisheries management and the recreational experience of visitors to the Arkansas Headwaters Recreation Area.

The Helena Diversion Structure at Buena Vista is currently run by both private an commercial boaters, but is extremely dangerous due to portions of the structure (boat chute & diversion structure) that have shifted over time creating an unpredictable and dangerous spillway that resulted

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Form Revised March 2009

in a commercial passenger boating fatality during the 2007 summer boating season.

In addition to the above noted safety issues, the above identified structures also prohibit the safe passage aquatic species both up and down the river corridor during critical time periods such as the spawning season. It is therefore desirable to obtain Arkansas Basin funding which will provide for the replacement of this structure to eventually allow for an improved fishery and enhanced public safety for the ever increasing recreational boating community.

OBJECTIVES

List the objectives of the project

1. Improve Public Safety – Replace Failing Diversion Structure
2. Improve Water Delivery – Replace Failing Headgate
3. Improve Public Safety – Replace Dangerous/Deadly Boat Chute
4. Improve Fishery – Construct Fish Ladder
5. Reduce Trespass – Build Class II Structure in Class II Water

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TASKS/BUDGET

| Helena Ditch Diversion Structure Improvement Project Arkansas River Preliminary Cost Estimate-Alternative 1 | | | | | |
|--|--|--------------------|-------|------------|------------------|
| 12/1/2009-Revised 1/10/11 | | | | | |
| Design & Engineering Costs | | | | | |
| Item Number | Description | Estimated Quantity | Unit | Unit Price | Item Total Price |
| 1 | USACE Section 404 Permitting: Professional Engineering Firm will prepare a section 404 permit application for submittal to the Corps of Engineers for review. This assumes an individual permit will be required and that the scope of the of the improvements being recommended are extensive enough that a waiver will not be granted. | 60 | Hours | \$130 | \$7,800 |
| 2 | Final Design Drawings. The Engineer will revise the preliminary design drawings, refining elevations, dimensions and critical specifications in order to have the drawings ready for the construction bidding. Includes one review by stakeholders and revisions as needed. Includes the design and engineering of a new headgate for the Helena Ditch. | 60 | Hours | \$130 | \$7,800 |
| 3 | HEC-RAS Model Revisions & Floodplain Permitting: The Engineer will revise and update the preliminary flood model that was completed during the preliminary design phase. The model findings will be summarized in report form and submitted to the Chaffee County floodplain administrator. | 30 | Hours | \$130 | \$3,900 |
| 4 | Bid Process & Support: The Engineer will work with AHRA staff to prepare bid documents and work with prospective bidders in order to obtain the most accurate construction bids. | 30 | Hours | \$130 | \$3,900 |
| 5 | Construction Phase Services: Engineering staff will oversee construction of the proposed improvements and work on site with a qualified contractor to complete the improvements. | 160 | Hours | \$130 | \$20,800 |
| Engineering Subtotal | | | | | \$44,200 |

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| Construction Costs | | | | | |
|---------------------------|---|-----|--------------------------|----------|----------|
| 1 | Mobilization: Includes costs for bonding, insurance, traffic control, staging, etc.; no measurement for payment shall be made of any of the work, materials and equipment used for mobilization. | 1 | L.S. | \$15,000 | \$15,000 |
| 2 | Water Control: Measures include construction of coffer dams and pumping of nuisance water. Specific requirements and conditions may be required by regulatory agencies during the permit process. | 1 | L.S. | \$45,000 | \$45,000 |
| 3 | Structure #1-New Rock Grade Control Drop Structure: Includes rock acquisition & hauling, general excavation, placement, grouting, backfill, and pool excavation. | 200 | cubic yards grouted rock | \$110 | \$22,000 |
| 4 | Structure #2-New Rock Grade Control Drop Structure: Includes rock acquisition & hauling, general excavation, placement, grouting, backfill, and pool excavation. | 175 | cubic yards grouted rock | \$110 | \$19,250 |
| 5 | Structure #3-New Rock Grade Control Drop Structure: Includes rock acquisition & hauling, general excavation, placement, grouting, backfill, and pool excavation. | 100 | cubic yards grouted rock | \$110 | \$11,000 |
| 6 | Stone Divider Island: Construction of a rock island splitting and stabilizing the right and left channels. Includes the acquisition, hauling, placement grouting and backfill of all required stone. | 350 | cubic yards grouted rock | \$110 | \$38,500 |

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Form Revised March 2009

| | | | | | |
|---|---|-----|-----------------------------|----------|------------------|
| 7 | River Left Channel: Reconfigure existing boulders and fill as needed to provide safer passage. Includes placement of grouted stone and removal of existing hazards. | 467 | cubic yards grouted rock | \$110 | \$51,370 |
| 8 | UngROUTED Rock Mattress- Includes rock acquisition, placement as directed by an REP representative, and compaction. | 200 | cubic yards rock | \$65 | \$13,000 |
| 9 | 8-foot wide 3/8-inch minus crushed gravel trail (6-inch depth). This project element was completed in October of 2010. However it is likely that the trail will have to be disturbed in order to provide construction access to the site. Includes 2-3 foot boulder terracing at the put-in and take-out locations | 200 | L.F | \$40 | \$8,000 |
| 10 | Landscaping and Re-vegetation: Re-seeding and re-vegetating the banks of the river in disturbed areas as needed. | 1 | L.S. | \$10,000 | \$10,000 |
| 11 | Replacement Headgate: Replace the existing headgate to meet the needs of the existing diversion and reduce maintenance requirements. | 1 | L.S. | \$43,000 | \$43,000 |
| 12 | Miscellaneous equipment hours: as directed by the Project Engineer. | 150 | hours | \$200 | \$30,000 |
| Construction Subtotal | | | | | \$306,120 |
| | | | | | |
| Estimated Engineering & Construction Total | | | | | \$350,320 |

REPORTING AND FINAL DELIVERABLE

Reporting: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract. The progress report shall describe the completion or partial completion of the tasks identified in the statement of work including a description of any major issues that have occurred and any corrective action taken to address these issues.

Final Deliverable: At completion of the project, the applicant shall provide the CWCB a final report that summarizes the project and documents how the project was completed. This report may contain photographs, summaries of meetings and engineering reports/designs.

EXHIBIT A

Anticipated Schedule-Upper Arkansas River Diversion Improvements Project-Helena Ditch

| Task | Weeks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|-------|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 |
| 1. Engineering Bid Process | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. USACE Permit Submittal | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Final Design Revisions | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. HEC-RAS Model updates and floodplain permitting | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Submit draft final design to Stakeholders for review. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. Final Design Complete | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. Bid Document Preparation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. Bid Process | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. Construction of proposed improvements* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. Final project documentation and reporting | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Notes: Construction typically can not occur below the ordinary high water line of the Arkansas between April 1-Sept. 30. USACE permitting may provide additional guidance.