

ACTION: R SCREEN: CLIN USERID: IOT009

05/11/09

12:11:13 PM

*** CONTRACT LOGGING INQUIRY TABLE ***

FY: 09 AGCY: PDA ROUT #: 00119 CNTR/PO: C TYPE: G1 TOTAL AMT: 285,000.00
START DATE: 05 20 09 END DATE: 12 31 12 OWNER: A ENC TOTAL: 285,000.00
DESC: WSRA GRANT RIO RIPARIAN RESTORA SEL METHD: 9 RFP/BID#:
CC/CM: N PROJ#: 150452 BILL#: PAGE: 0 AG BILL CODE: NR WC IJUI
VENDOR CODE: 753169057 COLORADO RIO GRANDE RESTORATN ENT DAT: 05 11 09
ROUTING-HR: PUR/BLD: AG: OIT: SCO: USER: 1 REF#: MY ~~04~~ 13
PRGM CONTACT: MCWILLIAMS HECOX STURM PH: 303 866 3441 FAX:
ACCT CONTACT: MAGGIE VAN CLEEF PH: 303 866 3292 FAX:
CONTRACT MOD: OC # 0

SQ	#	ORGN/UNIT	REC'D	REVW	SENT	TO	ACT	CODE	ERROR	COMMENTS
1	DNR	PURCH	2/11	5/19						C150452
2	DNR	ASCT	6/19							WSRA SB179 GRANT
3	DNR	PURCH								CHRIS STURM PRJ MGR

Contract

7-14 7-14 MUCA

Hold - Vague Handling corrects,

MSR 5/22/09

Grant - COB-03

2009 JUN 10 PM 2:08

DEPARTMENT
NATURAL RESOURCES
ACCOUNT

FUNCTION:
STATUS: REJCT
H-

DOCID: PO PDA C150452
BATID:
PURCHASE ORDER INPUT FORM

05/11/09 12:11:28 PM
001-002 OF 002

PO DATE: ~~05-11-09~~ ^{6/30/09} ACCTG PRD: BUDGET FY: 09
ACTION: E PO TYPE: 1 COMMENTS: 09 PDA 00119
VENDOR: 753169057 NAME: COLORADO RIO GRANDE RESTORATN
I/G IND: SELLER FUND: SELLER AGENCY:
CALCULATED DOC TOTAL: 285,000.00 DOC TOTAL: 285,000.00
LN REF RQ SUB APR SUB T
NO AGY / NUMBER / LN FND AGY ORG ORG CDE PGM FUNC OBJ OBJ GBL JOB/PROJ X

RPTC	FEE	CD	UNITS	DESCRIPTION	AMOUNT	I/D	P/F
01-	01			424 PDA RIOG H2O WTRC	5781	R452	
				WSRA GRANT RIPARIAN RESTORATIO	250,000.00		
02-	02			424 PDA RIOG H2B WTRC	5781	R452	
				WSRA GRANT RIPARIAN RESTORATIO	35,000.00		
03-				PDA			

A--*HP03-DOCUMENT ERRORS DETECTED
01-PUAPE-MISSING GRANT BUDGET LINE
02-A037E-INVALID GRANT BUDGET LINE
01-A037E-INVALID GRANT BUDGET LINE
01-HFL6E-GVAL ENTRY MISSING
02-PUAPE-MISSING GRANT BUDGET LINE

De new
Stamp
7-14-09

2009 MAY 12 PM 2:45
DEPARTMENT OF
NATURAL RESOURCES
ACCOUNTING

RISK ASSESSMENT FORM**Contract Routing No. 09 PDA 00119**

Overall Risk Assessment: Agencies shall complete a Risk Assessment Narrative and at a minimum answer the first three questions below. Agencies should use all of the Risk Assessment Questions for assistance in completing the narrative,

Risk Assessment Questions**1) What are the risks outside of those listed herein?**

There is the usual risk of non-performance, which is low.

2) How does the Contract or the Agency address all attendant risks?

The contract includes the standard clauses for remedies and termination. Five percent of the project cost is withheld until final project completion and submission of required documentation.

3) Controller Comfort: Does the Contract have unusual provisions or is it one with which the Agency is unfamiliar?

Yes or No. If Yes, explain why:

No.

After explanation, is the Controller comfortable signing the Contract? Yes or No.

4) Financial Impact**a.** Dollar amount? \$ 285,000**b.** Explain any significant financial impact beyond dollar amount?

The grant reimburses actual costs up to a specific dollar amount. Five percent is withheld until final project completion.

5) Contract Document**a.** Explain any Special Provisions modification and authority for the modification:

There are no changes to the Special Provisions.

b. Explain any changes to the General Provisions:

There are not significant changes to the General Provisions

c. Is the Statement of Work clear enough so that the State can monitor performance, identify non-performance, and take appropriate action for non-performance? Yes or No. Explain why:

The work scope is clear.

6) Nature of Project**a.** Is project/contract complexity an issue Yes or No. Explain why:

The project is complex, but the subcontractors are highly experienced

b. If IT/Software or new technology is involved – describe its impact:

N/A

c. If new contractor with no proven history of performance is involved – describe impact:

The contractor has also applied for funds from CDPHE.

d. If a new project and/or lack of experience with type of project is involved – describe impact: :

The CWCB has experience with this type of grant.

e. Does work involve hazardous substances or activities – describe impact and related insurance issues:

N/A

f. Discuss any Federal privacy requirements and issues:

N/A

g. If a lease with build out/construction is involved – describe impact:

N/A

7) Conclusion: High Risk or ☒ Risk. Why?:

The contract uses the standard form and five percent of the eligible payments are withheld until the project is complete and final documentation is received by the CWCB.

8) Risk Assessment was completed by**and approved by**

Effective Date: 1/6/09

Task Orders / Loans / Grants / Contracts /

- ☒ Four originals (5-leases/3-DNR approves)
- ☒ CLIN/CLI2 Table screen-print attached
- ☒ CTYP is correct
- ☒ SELM correct any necessary documentation
- ☒ Purchasing Agent name as ACCT Contact
- ☒ "MY" and expiration FY in REF# for multi-year contracts
- ☒ Encumbrance # in the COMMENTS field on CLIN
- ☒ Encumbrance screen-print attached
- ☒ Encumbrance amount matches contract amount (or increase)
- ☒ Routing # in Comments of PO document
- ☒ "Cert Form" or HR waiver attached (A contracts)
- ☒ Routing # in upper right-hand corner
- ☒ C# on contract
- ☒ Made date filled-in
- ☒ Full name and address of contractor
- ☒ Full name [and address] of Division

- ☒ Titled *Agreement* or *Contract*
- ☒ General reason for contracting
- ☒ Statutory authority
- ☒ Procurement statement (method &/or statute or rule – A & B type only)
- ☒ Pages numbered as part of total (Page # of # pages)
- ☒ Attachments are numbered (total separate from contract)
- ☒ Correct Object Code
- ☒ Correct form used (i.e. intergovernmental, engineer studies, cap construction, waived)
- ☒ Standard form has not been modified
- ☒ Special approvals/Fiscal rule waivers attached
- ☒ Term of contract – beginning and end date
- ☒ Effective date "upon approval of State Controller or designee"
- ☒ Maximum dollar limit
- ☒ Method and rate of payment
- ☒ Any exhibits are referenced and a controlling priority assigned
- ☒ Termination provisions – for convenience and cause
- ☒ Notice provisions, with names/titles and addresses
- ☒ Remedies
- ☒ Contract routed before grant expiration
- ☒ Any other T & Cs relevant to work scope
- ☒ Federal funds language (if applicable)
- ☒ EPLS Attached (if applicable)
- ☒ Correct Special Provisions/signature page (unaltered)
- ☒ Is price Fair and Reasonable? *Cost share - rates dc*
- ☒ Indemnification Clause Present

AgreementsRouting # 09 - POA - 05119

- ☒ Scope or work
 - ☒ Start date is later than current date (or effective date)
 - ☒ Scope deliverable(s) are clear and measurable
 - ☒ Scope tasks or milestones are clear
 - ☒ Payment method coincides with scope & deliverables
 - ☒ Exhibits (if any) are relevant to scope
- ☒ No conflicting dates in contract
- ☒ Calculations are correct (specific calculations area below)
- ☒ Contract does not auto renew
- ☒ Does not exceed 5 years including renewals (if so waiver?)
- ☒ Insurance is 'adequate' and not expired before completion
- ☒ Required approvals and pre approvals
- ☒ SB 228 Location of Work – Form or Clearly Stated in Scope
- ☒ Liability is not limited

Insurance

- ☒ Insurance certificates Issued to contractor
- ☒ General Liability > \$1MK, Occurrence
- ☒ Automobile/
- ☒ Workmen's compensation
- ☒ Additional insured – State of Colorado
- ☒ Professional Liability (A&E+?)
- ☒ Insurance Effective

Signature Block

- ☒ Department name included
- ☒ Signed by authorized signatory for DNR
- ☒ Full Legal Name of Contractor
- ☒ Signature & title of signatory
- ☒ Pre-Approved form signature (Maggie, Peg, Rick)
- ☒ Signatory Appears to have authority to sign for contractor

Comments:

- **Installation, Maintenance, Repair and Cleaning of Vehicles, Aircraft, Boats, and ATV's**

This area includes maintenance, repair and cleaning of all trucks, aircraft, boats ATV's and other vehicles owned, leased or used by the Department. These services are specialized and require specialized knowledge of the equipment not possessed by Department staff. For vehicle maintenance within the four-county metro area staff will contact Central Services to see if they can perform oil changes, tire repair and car washes.

A6 – Exempt (Attorneys, Professors)

- **Attorneys**

The Department's contracts with attorneys when requested by the Attorney General's Office to accomplish work that the AGO is not able to complete for us. Transactions where the Attorney General's office has approved hiring an outside attorney do not require review. The Department also pays the Colorado representative to the Upper Colorado Commission, who is an attorney appointed by the Governor.

A7 & A8 – Grants to Non-Political Subdivisions, Federal and Non-Federal Funds

DNR has several grant programs where GOCO monies, severance tax dollars, lottery dollars, OHV and snowmobile license fees, or federal funding dollars are passed through to other governments and private entities. This category also includes grant-specified vendors. Some examples are the State Trails Grant Program, including snowmobile grooming, the Natural History Small Grants Program, the Natural Areas Protection Program, Fishing is Fun grants (FIF), Motorboat Access funds (MBA), State Wildlife Grant funds (SWG), FEMA pass-through grants, grants from Auction and Raffle license funds, and grants from the Colorado Water Conservation Board Construction Fund.

Biondo, Steve

From: McWilliams, Vaughn
Sent: Wednesday, May 06, 2009 2:22 PM
To: Biondo, Steve
Subject: FW: WSRA - Rio Grande Restoration Foundation
Attachments: 2008RioGrandeStabilization_WASS_Sept2008.docx; COMPLETED SCOPE OF WORK TEMPLATE & COSTS 041009.doc

From: Sturm, Chris
Sent: Tuesday, April 14, 2009 10:47 AM
To: McWilliams, Vaughn
Cc: Johnson, Greg
Subject: WSRA - Rio Grande Restoration Foundation

Vaughn,

I am the project manager for the Rio Grande Restoration Foundation (applicant) WSRA grant. The grant was awarded at the September 17, 2008 Board Meeting (Agenda Item 22). RGRF received funding from the Rio Grande Basin Account (\$35,000) and the Statewide Account (\$250,000). There was one issue with the application that has been resolved through staff communications with the applicant.

Please draft a contract for the Rio Grande Riparian Stabilization Project. I have attached the Scope of Work, which includes a schedule and budget table.

I have also attached the Water Activity Summary Sheet presented to the Board in last September.

Thanks,
Chris

Chris Sturm
Watershed Protection and Flood Mitigation Section
Colorado Water Conservation Board
Department of Natural Resources
1313 Sherman St., Room 721
Denver, Co 80203
Phone: (303) 866-3441 ext. 3236
Fax: (303) 866-4474
chris.sturm@state.co.us
www.cwcb.state.co.us

STATE OF COLORADO

Colorado Water Conservation Board Department of Natural Resources

1313 Sherman Street, Room 721
Denver, Colorado 80203
Phone: (303) 866-3441
Fax: (303) 866-4474
www.cwcb.state.co.us



MINUTES AND RECORD OF DECISIONS September 16-17, 2008* Final and Approved November 18, 2008

Bill Ritter, Jr.
Governor

Harris D. Sherman
DNR Executive
Director

Jennifer L. Gimbel
CWCB Director

Dan McAuliffe
CWCB Deputy Director

A regular meeting of the Colorado Water Conservation Board (CWCB) was convened at Adams State College, 208 Edgemont Blvd., Alamosa, CO 81102. The meeting was called to order by Chair, Travis Smith. Ten voting members were present at the call to order, so a quorum was present (at least 6 required). Voting members present were Chair Travis Smith, Vice Chair Geoff Blakeslee, Bruce Whitehead, Harris Sherman, Keith Catlin, Barbara Biggs, John Redifer, Carl Trick, Eric Wilkinson, and Reed Dils. Non-voting, *Ex-Officio* members present or represented were CWCB Director Jennifer Gimbel, Deputy Attorney General Casey Shpall, State Engineer Dick Wolfe, and Jim Miller representing the Agriculture Commissioner.

Note: While the Board's consideration of agenda items does not always follow the sequence indicated by the agenda numbers, these minutes are listed in agenda item order for easier reference.

Tuesday, September 16, 2008
Call to Order 10:15 a.m.

1. Review and Approval of Agenda

Tape 1, Track 1 00:00:00 – 00:02:13

Action: A motion was made by Barbara Biggs and seconded by Geoff Blakeslee to approve the September 2008 Agenda. The motion was approved unanimously (10-0).

2. Review and Approval of Meeting Minutes – May 20-21, 2008 Board Meeting

Tape 1, Track 1 00:02:14 – 00:06:19

Action: A motion was made by Keith Catlin and seconded by Eric Wilkinson to approve

*A complete record of the meeting has been made in electronic form using an MP2 format. The recording and the associated written materials are the only legal record of the meeting. These written summaries are intended only as an aid to research and a guide to the tapes. The motions described herein may not represent a verbatim transcription. Agenda items are presented in numerical order, according to the Agenda for the meeting. Disk numbers and approximate locations are identified for the beginning and end of each agenda item. The complete record of this meeting is available at the CWCB during regular office hours. Arrangements to make copies of the tapes or written transcripts of specific agenda items may be produced at the requestor's expense. Notes from the meeting for identification of times and tapes for specific agenda items can also be reviewed at the CWCB offices. Voting tallies are based on members present for voting. Members recusing themselves are identified. Board members occasionally leave the meeting, but the original meeting notes typically indicate whether or not a particular Board Member was present during a specific agenda item.

Action: A motion was made by Geoff Blakeslee and seconded by Eric Wilkinson to approve staff recommendation that the Board approve funding up to \$150,000 from the Metro Account, contingent on resolution of the item in the issues/additional needs section of the board memo. The motion was approved unanimously (8-0).

- j. U. S. Forest Service, Rocky Mountain Research Station – Effects of Mountain Pine Beetle and Forest Management on Water Quantity, Quality and Forest Recovery – North Platte and Upper Colorado River Basins

Tape 1, Track 3 01:35:43 – 01:48:28

Action: A motion was made by Eric Wilkinson and seconded by Carl Trick to table this application, to be reconsidered at the November 2008 CWCB Board meeting. The applicant will be able to reapply for the grant per the CWCB Board's motion shown above (Under Agenda Item #22). The motion was approved unanimously (8-0).

- k. Colorado State University – Identification and Assessment of Important Wetlands in North Platte River Watershed

Tape 1, Track 3 01:48:29 – 01:52:51

Action: A motion was made by Carl Trick and seconded by Eric Wilkinson to approve staff recommendation that the Board approve funding up to \$86,000 from the North Platte Basin Account and \$96,000 from the Statewide Account to help fund the Identification and Assessment of Important Wetlands in North Platte River Watershed, contingent on resolution of the item in the issues/additional needs section of the board memo. The motion was approved unanimously (8-0).

- l. Colorado Climate Center – Monitoring the effects of weather conditions on evapotranspiration North Platte River Basin

Tape 1, Track 3 01:52:52 – 02:00:04

Action: A motion was made by Carl Trick and seconded by Eric Wilkinson to approve staff recommendation that the Board approve funding up to \$50,409 from the North Platte Basin Account and \$50,409 from the Statewide Account to help complete the "Monitoring the effects of weather conditions on evapotranspiration North Platte River Basin" project, contingent on resolution of the items in the issues/additional needs section of the board memo. The motion was approved unanimously (8-0).

- m. Santa Maria Reservoir Company – Santa Maria & Continental Reservoirs – Rehabilitation & Multi-Use Study

Tape 1, Track 3 02:00:05 – 02:08:53

Action: A motion was made by Eric Wilkinson and seconded by Bruce Whitehead to approve staff recommendation that the Board approve funding up to \$50,000 from the Rio Grande Basin Account and \$141,700 from the Statewide Account to help study the Santa Maria & Continental Reservoirs – Rehabilitation & Multi-Use Study, contingent on resolution of the items in the issues/additional needs section of the board memo. The motion was approved unanimously (8-0).

- n. Colorado Rio Grande Restoration Foundation – 2008 Rio Grande Stabilization Project

Tape 1, Track 3 02:08:54 – 02:25:58

Action: A motion was made by Geoff Blakeslee and seconded by Reed Dils to approve staff recommendation that the Board approve funding up to \$35,000 from the Rio Grande Basin Account and \$250,000 from the Statewide Account to help complete the 2008 Rio Grande Stabilization Project, contingent on resolution of the item listed in the issues/additional needs section of the board memo. The motion was approved unanimously (8-0).

o. Conejos Water Conservancy District – Platoro Reservoir Restoration
Tape 1, Track 3 02:25:58 – 02:32:58

Action: A motion was made by Carl Trick and seconded by John Redifer to approve staff recommendation that the Board approve funding up to \$50,000 from the Rio Grande Basin Account and \$200,000 from the Statewide Account to help complete the Platoro Reservoir Restoration project, contingent on resolution of the item listed in the issues/additional needs section of the board memo. The motion was approved unanimously (8-0).

p. Manassa Land Irrigation Company – Conejos River & North Branch Diversion and Stabilization Project

Tape 1, Track 3 02:32:59 – 02:38:20

Action: A motion was made by Keith Catlin and seconded by Geoff Blakeslee to approve staff recommendation that the Board approve funding up to \$50,000 from the Rio Grande Basin Account and \$333,700 from the Statewide Account to help complete the Conejos River & North Branch Diversion and Stabilization Project, contingent on resolution of the items listed in the issues/additional needs section of the board memo. The motion was approved unanimously (8-0).

q. Ducks Unlimited, Inc. – Lower South Platte Water Protection and Wetland Restoration

Tape 1, Track 3 02:38:21 – 02:52:45

Action: A motion was made by Eric Wilkinson and seconded by Bruce Whitehead to approve staff recommendation that the Board approve funding up to \$825,552 from the Statewide Account to help fund the Lower South Platte Water Protection and Wetland Restoration project (Fender Project, DT Ranch and the Drake Land Farms Project), contingent on resolution of the item in the issues/additional needs section of the board memo. The motion was approved unanimously (8-0).

r. The Nature Conservancy of Colorado (TNC) – Arickaree River Well Retirement Program

Tape 1, Track 3 02:52:45 – 02:57:32

Action: Geoff Blakeslee recused himself and stepped out of the room for this discussion item and motion. A motion was made by Eric Wilkinson and seconded by John Redifer to approve staff recommendation that the Board approve funding up to \$19,984 from the South Platte Basin Account and \$79,936 from the Statewide Account to support well retirement efforts in the Republican River Basin for compact compliance purposes while also providing ecological benefits for key habitat for rare species. The motion was approved unanimously (7-0).

s. City of Greeley – Halligan Seaman Water Management Project: Share Vision Planning Model

Tape 1, Track 3 02:57:33 – 02:59:55

ACTION: R SCREEN: VEND USERID: I0T009

05/11/09 11:44:33 AM

VENDOR TABLE

KEY IS VENDOR CODE

VENDOR: 753169057 MISC: N TYPE: -----1099 NAME/ADDRESS -----

NAME: COLORADO RIO GRANDE RESTORATN FNDTN COLORADO RIO GRANDE RESTORATN FNDTN

DBA:

ADDR: 415 SAN JUAN AVENUE

415 SAN JUAN AVENUE

CITY: ALAMOSA ST: CO

CITY: ALAMOSA ST: CO

ZIP: 81101 COUNTRY:

ZIP: 81101 COUNTRY:

PHONE:

FAX:

CONTACT:

COMMENT:

ORIG USR: \$IA43 ORIG AGY: PAA ORIG DATE: 02 07 05 FY END: HOLD: N

TIN: 753169057 MASTER: Y ENTITY TYPE: C BWH-1: EFT: N

W-9: PAA 02 03 05 V 1099: N EMPLOYEE: N BWH-2: REMIT/PO: B

NAME CNTL: COLO TIN TYPE: 1 TAX EXEMPT: 2ND B: TEXT: N

REPT-1: 7 MINORITY: U 000 %

PURGE: Y

REPT-2: WOMEN-OWNED: U 000 %

REPT-3: SMALL: N

LAST VEND MOD: 02 07 05

IN-STATE: Y COMMODITY: N

LAST TX UPDATE: 05 05 09

STATE OF COLORADO
Colorado Water Conservation Board
Grant Agreement
with
Colorado Rio Grande Restoration Foundation
Contract Number C150452

TABLE OF CONTENTS

1. PARTIES	i
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY	i
3. RECITALS	i
4. DEFINITIONS	ii
5. TERM and EARLY TERMINATION	ii
6. STATEMENT OF WORK	iii
7. PAYMENTS TO GRANTEE	iii
8. REPORTING - NOTIFICATION	iv
9. GRANTEE RECORDS	iv
10. CONFIDENTIAL INFORMATION-STATE RECORDS	v
11. CONFLICTS OF INTEREST	vi
12. REPRESENTATIONS AND WARRANTIES	vi
13. INSURANCE	vi
14. BREACH	vii
15. REMEDIES	viii
16. NOTICES and REPRESENTATIVES	ix
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE	x
18. GOVERNMENTAL IMMUNITY	x
19. STATEWIDE GRANT MANAGEMENT SYSTEM	x
20. GENERAL PROVISIONS	xi
21. COLORADO SPECIAL PROVISIONS	xiii
22. SIGNATURE PAGE	xv
23. EXHIBIT A – STATEMENT OF WORK	<u>Attached</u>

1. PARTIES

This Grant Agreement (hereinafter called “Grant”) is entered into by and between the Colorado Rio Grande Restoration Foundation (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Natural Resources, Colorado Water Conservation Board (hereinafter called the “State or CWCB”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority for the agency entering into this Contract arises from Colorado Revised Statutes (CRS) 39-29-109(2)(c), 37-75-102 and 37-75-104(2)(c) 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. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. 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 Rio Grande Riparian Stabilization Project in the Rio Grande River Basin.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

"Budget" means the budget for the Work described in **Exhibit A**.

B. Evaluation

"Evaluation" means the process of examining Grantee's Work and rating it based on criteria established in §6 and **Exhibit A**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A**.

D. Goods

"Goods" means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

E. Grant

"Grant" means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Grant Funds

"Grant Funds" means available funds payable by the State to Grantee pursuant to this Grant.

G. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

H. Program

"Program" means the Water Supply Reserve Account grant program that provides the funding for this Grant.

I. Review

"Review" means examining Grantee's Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit A**.

J. Services

"Services" means the required services to be performed by Grantee pursuant to this Grant.

K. Sub-grantee

"Sub-grantee" means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

L. Work

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**., including the performance of the Services and delivery of the Goods.

M. Work Product

"Work Product" means the tangible or intangible results of Grantee's Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM and EARLY TERMINATION.

Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the later of either the Effective Date or May 15, 2009. This Grant shall terminate on December 31, 2012 unless sooner terminated or further extended as specified elsewhere herein.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before December 31, 2012. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Sub-grantees shall be considered Grantee's or Sub-grantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is \$285,000, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

\$285,000 in FY2009
\$285,000 in FY2010, minus any funds expended in FY2009
\$285,000 in FY2011, minus any funds expended in FY2009 and 2010
\$285,000 in FY2012, minus any funds expended in FY2009, 2010 and 2011
\$285,000 in FY2013, minus any funds expended in FY2009, 2010, 2011 and 2012

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth in approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State

appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any party other than the State.

B. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. The State's total consideration shall not exceed the maximum amount shown herein.

C. Matching Funds

Grantee shall provide matching funds as provided in **Exhibit A**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit A**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of the Colorado Department of Natural Resources.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. SubGrants

Copies of any and all subGrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subGrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subGrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State 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 (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the Record Retention Period) until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions on this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals. The State shall notify the Grantee in writing and notate any State records and information that are classified by the State as being "Confidential" and given to the Grantee in connection with its performance hereunder. The provisions of this Section 10 shall only apply to such notated records and information.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Sub-grantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantees Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Sub-grantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-Grantees that are not "public entities".

B. Sub-Grantees

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Grantees, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of

its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and sub-Grants with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or sub-Grants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Sub-grantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES 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.

A. State:

Todd Doherty, Program Manager, Intrastate Water Management & Development Section
Colorado Water Conservation Board
1580 Logan Street, Suite 600
Denver, CO 80203
Todd.doherty@state.co.us

B. Grantee:

Michael H. Gibson, Secretary/Treasurer
Colorado Rio Grande Restoration Foundation
415 San Juan Avenue
Alamosa, CO 81101
Slvwcdcol@qwestoffice.net

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the nonexclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE GRANT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Grant management system.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Grant Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Grant Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall

address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the CWCB, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and SubGrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subGranted without the prior, written consent of the State. Any attempt at assignment, transfer, subGranting without such consent shall be void. All assignments, subGrants, or Sub-grantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subGranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Sub-grantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by both parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF GRANTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be

incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the State and Grantee. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Grant,
- iii. Exhibit A.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

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

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

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21. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Grants except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. 3. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. 4. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. 6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. 7. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

H. 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. 9. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not Applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or Grant with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant or enter into a Grant with a Sub-grantee that fails to certify to Grantee that the Sub-grantee shall not knowingly employ or Grant with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Sub-grantee and the Granting State agency within three days if Grantee has actual knowledge that a Sub-grantee is employing or Granting with an illegal alien for work under this Grant, (c) shall terminate the subGrant if a Sub-grantee does not stop employing or Granting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the Granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the Granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. 12. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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22. SIGNATURE PAGE

Grant Routing Number

09POA00119

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.

GRANTEE**Colorado Rio Grande Restoration Foundation**

By: Karla Shriver

Title: Vice-President



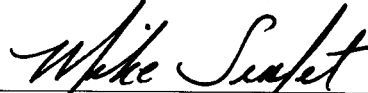
*Signature

Date: 5-30-2009

STATE OF COLORADO**Bill Ritter, Jr. GOVERNOR**

Department of Natural Resources

Harris D. Sherman, Executive Director



By: Mike Serlet, Section Chief, Water Supply Planning and Finance, CWCB

Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules

Date:

6/4/09

LEGAL REVIEW

John W. Suthers, Attorney General

By:

N/A

Signature - Assistant Attorney General

Date:

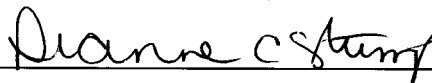
ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

David J. McDermott, CPA

By:



Date:

7-14-09

Exhibit A

Scope of Work – April 20, 2009

WATER ACTIVITY NAME – 2008 Rio Grande Riparian Restoration Project – Phase 3

GRANT RECIPIENT – Colorado Rio Grande Restoration Foundation

FUNDING SOURCE – WSRA: Statewide Account \$250,000.00; Rio Grande Basin Account \$35,000.00

INTRODUCTION AND BACKGROUND

The Colorado Rio Grande Restoration Foundation (the Foundation) is a 501(c)(3) non-profit public organization. The Foundation is an outgrowth of the Rio Grande Headwaters Restoration Project (RGHRP) begun in 1999. In 2007, the RGHRP completed *Rio Grande Watershed Restoration Strategic Plan* (the Strategic Plan). From the Strategic Plan one of the *2010 Priority Projects* was to continue to implement the findings of the study completed by the RGHRP in 2001 (the 2001 Study), which looked at ways to improve the historical functions of the Rio Grande along a 91 mile reach. This application seeks funding to continue implementing the recommendations of the 2001 Study.

This grant application requests funding of \$285,000 to implement a RGHRP 2008 Rio Grande Riparian Stabilization Project, herein called the Project.

OBJECTIVES

The 2001 Study determined that a major cause of the deterioration in water quality and fishery conditions was due to increased sediment loading in the river. The Project will restore twelve miles of river frontage in Alamosa County, Colorado, involving a minimum of five landowners. The actual work will consist of stabilizing and restoring the riparian areas along the river. This will reduce stream bank instability and sediment loading and will thus improve water quality. These actions will enhance wildlife habitat and will improve the condition of the fishery.

TASKS

Task 1: Riparian Stabilization:

- Final planning for the Project will be conducted in this Task, in conjunction with Task 5, this will take place within 45 days of funding being available.
- Each landowner will execute a Cost-Share Agreement with the Restoration Project agreeing to the cost-share and work to be completed on their property. These will be sent to the landowners

within 30 days of funding being available with the goal of the Agreements being in place within another 30 days.

- The RGHRP will obtain a Biological Evaluation from the EPA /USFWS for the specific sites to be addressed by the Project. These will be obtained in a timely manner before work begins on any site and in accordance with the schedules of the EPA & USF&WS.
- The Restoration Project will hire a third party Engineering Company within 30 days of funding being available
- For each specific reach of the river where the riparian stabilization will take place, the Technical Team will determine the specific techniques that will be applied, in consultation with the landowners. This will be completed within 60 days of funding being available.
- Detailed engineering, and cost estimates will follow. These will be completed by the third party Engineering Company in conjunction with the Technical Team and in the planned sequence of riparian restoration work on each landowner's site.
- The Restoration Project will determine the most appropriate source(s) of rock for the Project and any applicable contracts will be executed within 60 days of funding being available.
- The Restoration Project will retain a contractor(s) to execute the work at each site. These contracts will be executed within 120 days of funding being available.
- The on-site work on each landowners site will be coordinated with the landowner and the construction contractor. This will be dependent on suitable access being available and heights of water tables and river flows. It is anticipated this may take place over a three (3) year period.
- The stream banks will be stabilized through use of native material revetment. Installation of channel modification structures (rock weirs) and channel shaping to increase the depth to width ratio. This will be followed by the re-vegetation of stream banks and reclamation of disturbed areas at each project site.
- Additional sites will be added in the event the actual planned engineering and site work is completed at less than the estimated costs.

Cost Estimates:

The preliminary cost estimates for the current planned five (5) projects are attached as Appendix 1.

The projected costs of the actual on-site work will only be available at the completion of the review of each site by the Technical Team, decisions as to the actual work to be performed and actual materials and contractor costs as

reflected in Contract Documents with the applicable contractor(s). It should be noted, that since the actual timing of the funding is not known, the Project will not execute contracts with contractors until the Project has the funding secured.

Products: Stabilized stream banks/ reconfigured stream channel on five (5) sites.
Reduced sediment loading.

Cost: \$600,000.00

Task 2: Grazing Management

Use bioengineering techniques (vegetative methods) in order to obtain stability to both the stream-bank and adjacent riparian areas.

Products: Reestablishment of native riparian vegetation. Bioengineering will be used with grazing BMPs when appropriate. These will consist of fencing out cattle along the riparian zone, and subsequent limited, intense grazing after the establishment of vegetation in the riparian zone.

Typically, the landowners will be required to provide the labor for fence installation, with the materials provided by the Project. The landowner would have the responsibility to maintain the fences.

Products: Improved riparian zones, less intense grazed areas.

Cost: Landowners or external funding sources will provide funding for on-site work.
\$1,000.00 - In-kind support from RGHRP

Task 3: Project Monitoring

The condition of each specific site included in the Project will be evaluated by the Technical Team to determine the specific mitigation measures that will be applied to the site. The Project will utilize the existing Sampling and Analysis Plan (SAP) that is being applied to the 2004 Riparian Stabilization Project.

The above referenced SAP will be modified prior to any on-site work associated with the 2008 Riparian Stabilization Project. A description of the existing conditions at each site will be documented prior to any on-site work taking place, and photographic points will be established at each site.

Monitoring will consist of photographic documentation. Stream bank movement will be monitored annually in treated areas to verify rock weirs are working as designed and if needed, recommend repairs and modify future designs if appropriate. Monitoring of the establishment of re-vegetation of willows will be made annually over a three (3) year period or until the necessary vegetation has been established. The vigor of vegetation will be monitored in fenced areas and adjustments made to grazing plans as needed.

Products: Annual Monitoring Reports that can be compared to determine if the riparian restoration was successful and the required results have been achieved.

Cost: \$13,000.00

Task 4: Education Outreach

Develop visual aids of project, showing the specific sites. Presentations at the SLV Wetlands Area Focus Committee; Rio Grande Interbasin Roundtable; Quarterly Board Meetings of the Rio Grande Water Conservancy District; Board Meetings of the San Luis Valley Water Conservancy District, Mosca-Hooper Conservation District, and to specific public meetings. In addition, give interviews and status reports on local radio stations. Conduct tours to demonstrate the applied techniques.

Products: Visual aids and presentation materials for use with public audiences. A more informed community regarding river restoration, where it is done, how it is done and the multiple benefits.

Cost: \$3,000.00

Task 5: Project Administration

Tasks to be completed in a timely and accurate manner include:

- Obtain CDHEP and EPA's approval of the PIP.
- Negotiate, execute and administer the CWCB Purchase Order or Contract. Maintain financial records of all payments and reimbursements.
- Execute and administer State CDPH&E Contract, and administer, including Semi- Annual Reports, Annual Reports, and a Final Report. Maintain financial records of all payments, reimbursements and match.
- Coordinate with Project's landowners, contract with participating landowners, and contract administration.
- Obtain a Biological Evaluation from the EPA and USFS of the specific sites to be addressed by the Project.
- Select a third party engineering support and construction contractor(s), contract negotiation and administration. Monitor work to ensure project design and cost estimates are timely, complete and accurate. Maintain financial records of all payments.
- Ensure that the required site monitoring is completed in a timely manner and in accordance with the established procedures and protocols.
- Prepare a Final Report and GIS map at Project completion.

Products: All appropriate contracts, external & internal reports. Project completion within planned period and anticipated costs.

Cost: \$25,000.00

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. These progress reports will be in the same format as submitted to the Colorado NPS Program Manager. The reports will describe the completion or partial completion of the tasks identified in the scope of work including a description of any major issues that have occurred and any corrective action taken to address these issues. Summaries of the monitoring efforts will be included when applicable.

Final Deliverable: At completion of the project, the applicant shall provide the CWCB a Final Report will be in the same format as submitted to the Colorado NPS Program Manager. The report will summarize the project and documents how the project was completed. This report may contain photographs and engineering reports/designs.

BUDGET

BUDGET TABLE FOR 2008 RIO GRANDE RIPARIAN STABILIZATION PROJECT – Phase 3

	CALENDER YEAR				TOTAL COSTS	WSRA & Other Cash Match	Match In- Kind	CO NPS Program
	2009	2010	2011	2012				
TASK: 1 Riparian Stabilization	\$100,000.00	\$167,000.00	\$167,000.00	\$166,000.00	\$600,000.00	\$391,000.00	0	\$209,000.00
TASK: 2 Grazing Management	0	\$300.00	\$300.00	\$400.00	\$1,000.000	0	\$1,000.00	0
TASK: 3 Project Monitoring	\$0.00	\$3,000.00	\$5,000.00	\$5,000.00	\$13,000.000	0	0	\$13,000.00
TASK: 4 Education / Outreach	\$1,000.00	\$1,000.00	\$500.00	\$500.000	\$3,000.00	0	0	\$3,000.00
TASK: 5 Project Administration	\$6,500.00	\$6,500.00	\$6,500.00	\$5,500.00	\$25,000.00	0	0	\$25,000.00
TOTAL	\$107,500.00	\$177,800.00	\$179,300.00	\$177,400.00	\$642,000.00	\$391,000.00	\$1,000.00	\$250,000.00

BUDGET BY FUNDING SOURCES

FUNDING SOURCES	CALENDER YEAR				TOTAL
	2009	2010	2011	2012	
CO NPS Program					
1) FY 08 FUNDS	\$50,500.00	\$66,500.00	\$66,500.00	\$66,500.00	
SUBTOTAL	\$50,500.00	\$66,500.00	\$66,500.00	\$66,500.00	\$250,000.00
STATE / LOCAL MATCH					
1) WRSA FUNDING	\$50,000.00	\$78,000.00	\$79,500.00	\$77,500.00	\$285,000.00
2) LANDOWNERS	\$7,000.00	\$33,000.00	\$33,000.00	\$33,000.00	\$106,000.00
3) RGHRP	0	\$300.00	\$300.00	\$400.00	\$1,000.00
SUBTOTAL	\$57,000.00	\$111,300.00	\$112,800.00	\$110,900.00	\$392,000.00
TOTAL BUDGET	\$107,500.00	\$177,800.00	\$179,300.00	\$177,400.00	\$642,000.00

PAYMENT

Payment from CWCB to the RGHRP will be made based on actual expenditures and invoicing by the RGHRP. The request for payment will include a description of the work accomplished by major task, and estimate of the percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions. It is understood that the last 5 percent of the entire water activity budget will be withheld until final project/water activity documentation is completed.

All products, data and information developed as a result of this grant must be provided to CWCB in hard copy and electronic format as part of the project documentation.

EXHIBIT A - Appendix 1

2008 Rio Grande Riparian Restoration Project

Preliminary Cost Estimates - Project Summary

Length of River Treated: 7,750 feet

Construction Items	Unit	Estimated Quantity	Unit Price \$	Projected Cost \$
Contractor Mob & De -Mob	LS	5	\$2,000.00	\$ 10,000.00
Large Rock 4' to 6'	cu. yds.	4,297	\$ 75.00	\$ 325,000.00
Construct Rock Vanes (48)				
- Truck	Hours	166	\$ 85.00	\$ 10,000.00
- Trackhoe	Hours	414	\$ 140.00	\$ 58,000.00
Bankfull Bench (2,300 cu. yd)				
- D8 Dozer	Hours	306	\$ 170.00	\$ 52,000.00
Channel Shaping (1,700 feet)				
- D8 Dozer	Hours	545	\$ 170.00	\$ 92,000.00
Revegn. of Stream Bank				
- Trackhoe	Hours	584	\$ 140.00	\$ 42,000.00
Reclaim Disturbed Uplands	acres	2	\$4,000.00	\$ 8,000.00
Total Estimated Construction Costs				\$ 597,000.00
Engineering & Project Management				
Field Survey, Design, Obtain Permits	Hours	230	\$100.00	\$ 23,000.00
Construction Staking & Management	Hours	220	\$100.00	\$ 22,000.00
Total Estimated Engineering Costs				\$ 45,000.00
TOTAL ESTIMATED PROJECT COSTS				\$642,000.00

NOTE: These costs are based on an initial site visit, and since that time site conditions may have changed.
The source of rock for the Project is unknown at this time.

mhg042009

EXHIBIT A - Appendix 1**2008 Rio Grande Riparian Restoration Project****Preliminary Cost Estimates****PROJECT: Chevas****Length of River Treated: 2,600 feet**

Construction Items	Unit	Estimated Quantity	Unit Price \$	Projected Cost \$
Contractor Mob & De -Mob	LS	1	\$2,000.00	\$ 2,000.00
Large Rock 4' to 6'	cu. yds.	1,440	\$ 75.00	\$ 108,000.00
Construct Rock Vanes (16)				
- Truck	Hours	35	\$ 85.00	\$ 3,000.00
- Trackhoe	Hours	142	\$ 140.00	\$ 20,000.00
Bankfull Bench (3,200 cu. yd)				
- D8 Dozer	Hours	94	\$ 170.00	\$ 16,000.00
Channel Shaping (2,600 feet)				
- D8 Dozer	Hours	182	\$ 170.00	\$31,000.00
Revegn. of Stream Bank				
- Trackhoe	Hours	50	\$ 140.00	\$ 7,000.00
Reclaim Disturbed Uplands	acres	0.5	\$4,000.00	\$ 2,000.00
Total Estimated Construction Cost				\$189,000.00
Engineering & Project Management				
Field Survey, Design, Obtain Permits	Hours	50	\$100.00	\$ 5,000.00
Construction Staking & Management	Hours	50	\$100.00	\$ 5,000.00
Total Estimated Engineering Costs				\$ 10,000.00
TOTAL ESTIMATED PROJECT COSTS				\$199,000.00

NOTE: These costs are based on an initial site visit, and since that time site conditions may have changed.
The source of rock for the Project is unknown at this time.

mhg042009

EXHIBIT A - Appendix 1

2008 Rio Grande Riparian Restoration Project

Preliminary Cost Estimates

PROJECT: Alamosa City Ranch

Length of River Treated: 2,250 feet

Construction Items	Unit	Estimated Quantity	Unit Price \$	Projected Cost \$
Contractor Mob & De -Mob	LS	1	\$2,000.00	\$ 2,000.00
Large Rock 4' to 6'	cu. yds.	1,346	\$ 75.00	\$ 101,000.00
Construct Rock Vanes (15)				
- Truck	Hours	35	\$ 85.00	\$ 3,000.00
- Trackhoe	Hours	130	\$ 140.00	\$ 18,000.00
Bankfull Bench (3,000 cu. yd)				
- D8 Dozer	Hours	88	\$ 170.00	\$ 15,000.00
Channel Shaping (2,250 feet)				
- D8 Dozer	Hours	160	\$ 170.00	\$ 27,000.00
Revegn. of Stream Bank				
- Trackhoe	Hours	142	\$ 140.00	\$ 20,000.00
Reclaim Disturbed Uplands	acres	0.5	\$4,000.00	\$ 2,000.00
Total Estimated Construction Costs				\$188,000.00
Engineering & Project Management				
Field Survey, Design, Obtain Permits	Hours	50	\$100.00	\$ 5,000.00
Construction Staking & Management	Hours	50	\$100.00	\$ 5,000.00
Total Estimated Engineering Costs				\$ 10,000.00
TOTAL ESTIMATED PROJECT COSTS				\$198,000.00

NOTE: These costs are based on an initial site visit, and since that time site conditions may have changed.
The source of rock for the Project is unknown at this time.

mhg042009

EXHIBIT A - Appendix 1

2008 Rio Grande Riparian Restoration Project

Preliminary Cost Estimates

PROJECT: Russell

Length of River Treated: 1,700 feet

Construction Items	Unit	Estimated Quantity	Unit Price \$	Projected Cost \$
Contractor Mob & De -Mob	LS	1	\$2,000.00	\$ 2,000.00
Large Rock 4' to 6'	cu. yds.	880	\$ 75.00	\$ 66,000.00
Construct Rock Vanes (9)				
- Truck	Hours	24	\$ 85.00	\$ 2,000.00
- Trackhoe	Hours	70	\$ 140.00	\$ 10,000.00
Bankfull Bench (2,300 cu. yd)				
- D8 Dozer	Hours	65	\$ 170.00	\$ 11,000.00
Channel Shaping (1,700 feet)				
- D8 Dozer	Hours	120	\$ 170.00	\$ 20,000.00
Revegn. of Stream Bank				
- Trackhoe	Hours	57	\$ 140.00	\$ 8,000.00
Reclaim Disturbed Uplands	acres	0.5	\$4,000.00	\$ 2,000.00
Total Estimated Construction Costs				\$ 121,000.00
Engineering & Project Management				
Field Survey, Design, Obtain Permits	Hours	40	\$100.00	\$ 4,000.00
Construction Staking & Management	Hours	40	\$100.00	\$ 4,000.00
Total Estimated Engineering Costs				\$ 8,000.00
TOTAL ESTIMATED PROJECT COSTS				\$129,000.00

NOTE: These costs are based on an initial site visit, and since that time site conditions may have changed.
The source of rock for the Project is unknown at this time.

mhg042009

EXHIBIT A - Appendix 1

2008 Rio Grande Riparian Restoration Project

Preliminary Cost Estimates

PROJECT: Gilmore

Length of River Treated: 750 feet

Construction Items	Unit	Estimated Quantity	Unit Price \$	Projected Cost \$
Contractor Mob & De -Mob	LS	1	\$2,000.00	\$ 2,000.00
Large Rock 4' to 6'	cu. yds.	306	\$ 75.00	\$ 23,000.00
Construct Rock Vanes (4)				
- Truck	Hours	12	\$ 85.00	\$ 1,000.00
- Trackhoe	Hours	36	\$ 140.00	\$ 5,000.00
Bankfull Bench (1,500 cu. yd)				
- D8 Dozer	Hours	47	\$ 170.00	\$ 8,000.00
Channel Shaping (750 feet)				
- D8 Dozer	Hours	53	\$ 170.00	\$ 9,000.00
Revegn. of Stream Bank				
- Trackhoe	Hours	36	\$ 140.00	\$ 5,000.00
Reclaim Disturbed Uplands	acres	0.25	\$4,000.00	\$ 1,000.00
Total Estimated Construction Costs				\$54,000.00
Engineering & Project Management				
Field Survey, Design, Obtain Permits	Hours	50	\$100.00	\$ 5,000.00
Construction Staking & Management	Hours	50	\$ 100.00	\$ 5,000.00
Total Estimated Engineering Costs				\$ 10,000.00
TOTAL ESTIMATED PROJECT COSTS				\$64,000.00

NOTE: These costs are based on an initial site visit, and since that time site conditions may have changed.
The source of rock for the Project is unknown at this time.

mhg042009

EXHIBIT A - Appendix 1

2008 Rio Grande Riparian Restoration Project

Preliminary Cost Estimates

PROJECT: Woodward

Length of River Treated: 450 feet

Construction Items	Unit	Estimated Quantity	Unit Price \$	Projected Cost \$
Contractor Mob & De -Mob	LS	1	\$2,000.00	\$ 2,000.00
Large Rock 4' to 6'	cu. yds.	325	\$ 75.00	\$27,000.00
Construct Rock Vanes - (4)				
- Truck	Hours	12	\$ 85.00	\$ 1,000.00
- Trackhoe	Hours	36	\$ 140.00	\$ 5,000.00
Bankfull Bench (460 cu.yd)				
- D8 Dozer	Hours	12	\$ 170.00	\$ 2,000.00
Channel Shaping (450 feet)				
- D8 Dozer	Hours	30	\$ 170.00	\$ 5,000.00
Revegn. of Stream Bank				
- Trackhoe	Hours	14	\$ 140.00	\$ 2,000.00
Reclaim Disturbed Uplands	acres	0.25	\$4,000.00	\$ 1,000.00
Total Estimated Construction Costs				\$45,000.00
Engineering & Project Management				
Field Survey, Design, Obtain Permits	Hours	40	\$100.00	\$ 4,000.00
Construction Staking & Management	Hours	30	\$100.00	\$ 3,000.00
Total Estimated Engineering Costs				\$ 7,000.00
TOTAL ESTIMATED PROJECT COSTS				\$52,000.00

NOTE: These costs are based on an initial site visit, and since that time site conditions may have changed.
The source of rock for the Project is unknown at this time.

mhg042009