

# STATE OF COLORADO

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## Colorado Water Conservation Board Department of Natural Resources

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August 20, 2013

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John W. Hickenlooper  
Governor

Mike King  
DNR Executive Director

Lake Fork Valley Conservancy  
Attn: Camille Richard, Executive Director  
P.O. Box 123  
Lake City CO 81235

**RE: Notice to Proceed – WSRA Grant – Henson Creek & Lake Fork Confluence  
Channel Improvements in the Gunnison River Basin**

Dear Camille,

This letter is to inform you that the WSRA contract to assist in the Henson Creek & Lake Fork Confluence Channel Improvements in the Gunnison River Basin was signed on August 19, 2013. The original contract will be mailed to you.

With the executed contract, you are now able to proceed with the project and continue invoicing the State of Colorado for cost incurred through August 26, 2018. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days. I wish you much success in your project.

Sincerely,

**Thuy Patton, CFM**  
**Watershed & Flood Protection Section**  
**Colorado Water Conservation Board**  
**Department of Natural Resources**  
1313 Sherman Street, Rm 721

Denver, CO 80203  
Phone:  [\(303\) 866-3441 ext. 3230](tel:(303)866-3441)  
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**STATE OF COLORADO**  
**Colorado Water Conservation Board**  
**Grant Agreement**  
**with**  
**Lake Fork Valley Conservancy**  
**Contract Number C150521**

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**1. PARTIES**

This Grant Agreement (hereinafter called “Grant”) is entered into by and between Lake Fork Valley Conservancy (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), 37-75-104(2)(c) and 37-75-102 et al., and Senate Bill 06-179 adopted by the 2006 General Assembly, and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

**B. 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 Henson Creek and Lake Fork Confluence Channel Improvements in the Gunnison 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 and B**.

**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 and B**.

**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 and B**, 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.**

**A. Initial Term-Work Commencement**

The Parties respective performances under this Grant shall commence on the later of either the Effective Date or August 26, 2013. This Grant shall terminate on August 26, 2018 unless sooner terminated or further extended as specified elsewhere herein.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

**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 August 26, 2018. 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 \$289,086 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:

<b>\$289,086 in FY2014</b>
<b>\$289,086 in FY2015, minus any funds expended in FY2014</b>
<b>\$289,086 in FY2016, minus any funds expended in FY2014 and FY2015</b>
<b>\$289,086 in FY2017, minus any funds expended in FY2014, FY2015 and FY2016</b>
<b>\$289,086 in FY2018, minus any funds expended in FY2014, FY2015, FY2016 and FY2017</b>

**i. Advance, Iterim 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 and 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 – delete if not applicable**

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 and B**.

**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 contractors, 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 Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

##### **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:**

Thuy Patton, Program Manager
Colorado Water Conservation Board
1580 Logan Street, Suite 200
Denver, CO 80203
Thuy.patton@state.co.us

**B. Grantee:**

Camille Richard, Executive Director
Lake Fork Valley Conservancy
P.O. Box 123
Lake City, CO 81235
c.richard@lfvc.org
(970)-209-5238

**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 nonexclusive 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**

Unless otherwise specified in Exhibit A, Statement of Work, 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 and B.**

#### **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.

#### **O. CORA Disclosure**

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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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 contractor 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 contact 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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**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.

<p style="text-align: center;"><b>GRANTEE</b> Lake Fork Valley Conservancy</p> <p>By: <u>Camille Richard</u> Title: <u>Executive Director</u></p> <p><u>Camille Richard</u> *Signature</p> <p>Date: <u>8/2/13</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper GOVERNOR</b> Department of Natural Resources Mike King, Executive Director</p> <p><u>Rebecca Mitchell</u></p> <p>By: Rebecca Mitchell, Section Chief, Water Supply Planning, CWCB</p> <p>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</p> <p>Date: <u>8-6-13</u></p>
<p>By: na Title: na</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>By: <u>NA</u></p> <p>Signature - Assistant Attorney General</p> <p>Date: _____</p>

**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**  
Robert Jaros, CPA, MBA, JD

By: Susan Bonny

Date: 8/19/13

**Exhibit A**  
**Statement of Work**

**WATER ACTIVITY NAME – Henson Creek and Lake Fork Confluence Channel Improvement Project**

**GRANT RECIPIENT – Lake Fork Valley Conservancy**

**FUNDING SOURCE – CWCB Water Supply Reserve Account and Gunnison Basin Account**

**INTRODUCTION AND BACKGROUND**

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

The Lake Fork Valley Conservancy is proposing river improvements along approximately a half mile stretch of lower Henson Creek and its confluence with the Lake Fork of the Gunnison, in and near the Town of Lake City. This is Phase I of a three phase project to improve the river through Town (Figure 1). In the Phase I project area, 2040 feet of the project reach along Henson flows through the Town and 560 feet of river is under BLM jurisdiction, but the Town leases the property along the river from the BLM for their trail system. The lower Henson has been impacted from historic mine tailing impoundment failures, creating a braided and unstable channel with high bed load movement.

The purpose of this project is to realign areas of the channel where the river is threatening the Town irrigation head-gate and ditch, stabilize banks to reduce erosion that are undermining public trails, repair riparian areas, enhance fisheries and increase public access to the river, providing an overall quality recreational experience along this reach. The project involves construction of 6 cross vanes, 19 vanes, 16 sills and one rock wall terrace extended out into the river channel at the confluence. Surrounding riparian areas will be revegetated. A trail extension will be built on this terrace and landscaped.

**OBJECTIVES**

The overall goal of the Project is to enhance and protect the utilization, ecological health and recreational quality of the Lake Fork of the Gunnison and its main tributary, Henson Creek, in the vicinity of Lake City.

There are 5 main objectives of the project:

- 1) Improve bank stability along the lower Henson and at the confluence with the Lake Fork of the Gunnison;
- 2) Enhance fisheries by increasing over-wintering and drought habitat;

- 3) Improve public recreation opportunities through safer access, better fisheries and boating, and extension of usable space at Memorial Park.
- 4) Facilitate full utilization of the Town of Lake City's Irrigation Ditch water right;
- 5) Improve organizational performance and accountability to manage restoration projects.

## **TASKS**

### **TASK 1 - Project Design and HECRAS Flood Plain Analysis**

#### Description of Task

A 30% design plan for river channel and riparian improvement was recently completed for Phase I of the river project, utilizing survey data already collected during the feasibility and planning phase. This included hydraulic analysis and floodplain modeling that conforms to both FEMA's Guides and Specs for Flood Hazard Mapping and the CWCB Rules and Regulations for Regulatory Floodplains in Colorado. This was done by Black Creek Hydrology out of Northglenn, CO and Baker Engineering in Denver.

#### Method/Procedure

- 1) In-channel Schematic Design (30% Design), to include:
  - a. Review of topographic, channel and bedload survey data
  - b. Hydraulic Analysis modeling throughout the Project Area
  - c. Preliminary Design Report and Drawings
- 2) Provide design and cost estimates for revegetation and trails construction.

#### Deliverables

Deliverables will include submittal of two hard copies of schematic report and drawings as well as an electronic copy, with maps delivered in AutoCAD format. Report includes initial estimate of construction costs.

### **TASK 2 - Construction Preparation**

#### Description of Task

Prior to construction, we require land owner approval, completion of NEPA, and US Army Corps of Engineers permits to proceed with construction bidding. Other than the Town and BLM, there are four private land owners along this river segment, three of whom are willing to participate in the project.

It is recommended that final design details, construction drawings and construction work be combined into a design-build program for Henson Creek. The base components for a design-build effort that include topographic survey, proposed project design and hydraulic modeling for existing and proposed conditions have already been prepared. The design-build option will use these components to implement project construction. Design-build is preferable over the preparation of detailed bid documents and construction-only bidding since it will reduce the amount of effort and cost required to produce documents, but will require more on-site supervision by the design consultant and Project Manager.

#### Method/Procedure

- 1) Land owner access agreements will be acquired prior to construction bidding document preparation.
- 2) A NEPA document has been completed by BLM, using already collected data.
- 3) A wetland delineation has been completed and submitted with the USACE permit application in July. USACE staff have twice visited the site during the planning phase and are supportive of the project.
- 4) A Hinsdale County Floodplain Development permit will be obtained upon completion of USACE permitting.
- 5) Construction Documents for Design/Build Approach will be prepared for earth moving contractors, including 60% design and material requirements and specifications for each river structure or bank stabilization feature to be placed on the river.
  - a. Complete major design elements and construction drawings.
  - b. Estimate volume of materials per in-channel structure that will be sized based upon actual flow and bedload conditions.
  - c. Estimate cost of the rock and/or other materials to be used for each structure.
  - d. Estimate the detailed costs for construction (hauling, placement, shaping, etc).

#### Deliverables

Deliverables will include: three private land owner access agreements; NEPA document, wetland delineation report, USACE and County Floodplain Development permits. Two hard copies of schematic report and drawings as well as an electronic copy, with maps delivered in AutoCAD format. Detailed cost estimate sheets will also be included in the package.

### **TASK 3 - Public outreach, monitoring and maintenance plan**

#### Description of Task

As part of the current NPS 319 and CWCB planning grants, a monitoring and maintenance plan will be prepared for the project. This will detail post-construction monitoring methods to be used to measure project success.

Public outreach will be done to get feedback on final design. One on one meetings will be conducted with land owners to assess their interests for out of channel improvements such as type and placement of

vegetation and perhaps signage, if trespass is an issue.

#### Method/Procedure

- 1) Meetings will be held with the Town of Lake City Town Manager and Public Works Director to work out long-term maintenance and liability issues.
- 2) A collaborative monitoring plan will be prepared partnering with BLM, USGS, and the Town to measure post-construction success.
- 3) A community meeting will be held early summer 2013 to discuss the design and get feedback.
- 4) Meetings with the three cooperative private land owners will be held and input incorporated into the design.

#### Deliverables

Deliverables include: one monitoring and maintenance plan, one community meeting held (meeting minutes), community input incorporated into design.

### **TASK 4 - In-Channel Construction**

#### Description of Task

Figures 2 and 4 show proposed locations of in-channel structures along Henson Creek. Each segment is discussed separately.

- 1) Repair of irrigation ditch intake channel and replacement of head- gate.

This area needs to be reworked to protect the head-gate and ditch and to increase beneficial use so that the Town's water right can be fully utilized. The rock structure at the irrigation diversion will be rebuilt to narrow-up the channel and to control bank erosion. The head-gate intake will be lowered and replaced, allowing full utilization of the Town of Lake City's water right.

- 2) Bank Stabilization along Henson Creek Trail

The river will be moved away from the trail and the steep slope reduced to favor river access. The channel will be narrowed and moved toward the cliff, with vanes added to the existing riprap bank. The bank slope will be lowered to reduce hazards near the trail. A cross vane will be installed for pool development at the trail parking area.

- 3) Repair of channel from Silver Street to pedestrian bridge

A cross vane will be added for pool and vanes for bank protection at Silver Street. A cross vane will also be constructed below the Highway bridge for pool development and to narrow-up the bankfull channel

and create a low floodplain to facilitate bedload movement through the supports. The channel above and below the pedestrian bridge will be narrowed along with vanes, sills and a lowered floodplain.

#### 4) Confluence Channel Improvements

At the confluence where much accumulation of cobble and gravel has occurred, a large boulder terrace (approximately 500 feet) will be constructed into the channel (Figures 3 and 4) This will effectively increase usable public space and provide safe access to the river. It also reduces channel width and gravel deposition, and enhances aesthetics at Memorial Park.

The eroded cross vane that is located at the fishing pier upstream of the confluence on the Lake Fork will be reconstructed to ensure good tie-in with banks and prevent future erosion.

#### Method/Procedure

- 1) Put project out to bid.
- 2) Mobilize equipment and labor.
- 3) Procure all materials for construction.
- 4) Oversee construction of channel structures.

#### Deliverables

Deliverables are 6 cross vanes, 19 vanes and 16 sills constructed. One 500 foot boulder terrace constructed at the confluence will be completed once remaining funds are procured. It is expected that these numbers will change somewhat with completion of 60% design-build work.

### **TASK 5 - Riparian Habitat Restoration and Trails**

#### Description of Task

Areas previously denuded and those impacted from construction will be revegetated with native willows, poplars, alder and spruce, to bring back the natural riparian community that previously existed here and that is of high biodiversity significance in the state. Where appropriate we will work with the land owners to manage vegetation so that it provides bank stabilization without compromising their river front views. The majority of funding for this task will come from Fishing is Fun Program, with \$1,300 still remaining to be raised.

In addition to revegetation, a 500 foot trail extension will be built on the extended rock terrace to facilitate visitor's enjoyment of the river front (Figure 4). This area will be landscaped with native

riparian vegetation as well, using larger trees. This trail work at present is unfunded.

- 1) Plant native riparian vegetation in areas previously denuded by bank erosion and those impacted by channel construction.
- 2) Construct approximately 500 feet of trail at the confluence to increase public access to the river.

#### Method/Procedure

- 1) Consult with Colorado State Forest Service on type and source of seedlings and planting methods.
- 2) Mobilize Town equipment and volunteer labor.
- 3) Procure all materials for construction.
- 4) Oversee revegetation and trail construction.

#### Deliverables

Deliverables will be 500 feet of new trail, 200 saplings planted along the river, 5 large trees planted at the confluence, localized areas seeded and mulched.

### **TASK 6 - Pre and Post Construction Monitoring**

#### Description of Task

Prior to construction, under low flow conditions in late August/early September, LFVC will select at least three cross-section locations in the project reach. At each cross section we will: 1) identify and monument cross section end points; 2) perform detailed survey of each cross section; 3) perform a pebble count at each cross section; 4) establish photo points at each cross section (upstream, downstream and left and right bank directions); and 5) conduct a riparian survey of pre-existing vegetation. Standard Operating Procedures used for items 1-4 are from CDPHE's Measurable Results Project, also used by CWCB, and item 5 uses BLM's Multiple Indicator Monitoring of Streamside Vegetation (BLM Technical Reference 1737-23, 2011). Measurable Results SOP's are contained in Appendix 5.

After completion of channel construction and revegetation activities, the project area will be monitored in late summer and fall of 2015. The above methods will be repeated at the same locations. Also, an assessment of structures will be conducted using CDPHE's Structural Assessment SOP (Appendix 5). In addition, sapling survival rate will be assessed via counts, and macro-invertebrate sampling will be conducted using BLM's Utah BugLab protocols (so we can compare to data collected in 2009-2010). These sampling protocols are compatible with Colorado Water Quality Control Division protocols. Macro sampling protocols can be found at <http://www.usu.edu/buglab/MonitoringResources/MonitoringProtocols/#item=26>

LFVC and the Town will continue to monitor structures annually for three years following completion of the



project (summer/fall 2016-2018). This will include annual documentation of condition of treatments and identify any problems that may develop.

#### Deliverables

Deliverable will be: pre-survey data analysis and summary submitted with first 6 month progress report in 2014; post-survey data analysis and summary submitted with final project report in March 2016. Follow-up post-project monitoring reports will be maintained at the LFVC and Town offices.

### **TASK 7 - Project oversight and administration**

#### Description of Task

This task involves the coordination of project activities and administration of grants. It includes fulfillment of reporting requirements and efficient and timely financial reports.

#### Method/Procedure

- 1) LFVC Project Manager will become familiar with all CWCB contracting requirements.
- 2) Completion of Project Implementation Plan and contract.
- 3) Project reports submitted semi-annually and one final project report.
- 4) Prepare quarterly reimbursement requests (or more frequent as needed).

#### Deliverables

Deliverables include: timely and effective reports and financials, which include four semi-annual reports (mid-August and mid-February of 2014 and 2015) and one final report (March 2016). Reimbursement requests will be made quarterly, and more frequently during times of high expenditures.

All products, data and information developed as a result of this grant must be provided to the CWCB in hard copy and electronic format as part of the project documentation. This information will in turn be made widely available to Basin Roundtables and the general public and help promote the development of a common technical platform.

## **REPORTING AND FINAL DELIVERABLE**

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

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

**PERSONNEL**

<b>Project Personnel:</b>	<b>Project Manager</b>	<b>Design Consultant</b>	<b>VISTA volunteer</b>	<b>Administrative Assistance</b>	<b>Town Manager</b>	<b>Town Public Works</b>	<b>volunteers</b>	<b>BLM Hydrologist</b>	<b>Other BLM staff*</b>	<b>Total Costs</b>
<i>Hourly Rate:</i>	\$40	\$75	\$20	\$15	\$30	\$25	\$20	\$50	\$50	
Task 1 - 30% Design and HECRAS flood plain modelling	\$1,600	\$26,341	\$0	\$0	\$300	\$0	\$0	\$500	\$0	\$28,741
Task 2 - Construction Preparation (60% Design Build)	\$2,800	\$24,000	\$200	\$0	\$600	\$250	\$0	\$1,500	\$3,000	\$32,350
Task 3 - Project outreach	\$2,000	\$0	\$9,600	\$0	\$300	\$0	\$400	\$0	\$0	\$12,300
Task 4 - Channel construction	\$4,000	\$36,000	\$0	\$0	\$300	\$0	\$0	\$500	\$0	\$40,800
Task 5 - Revegetation and Trail Construction	\$2,000	\$0	\$800	\$0	\$300	\$1,000	\$3,000	\$0	\$400	\$7,500
Task 6 - Post Project Monitoring	\$2,400	\$0	\$800	\$0	\$0	\$0	\$800	\$1,200	\$0	\$5,200
Task 7 - Project oversight and administration	\$11,200	\$0	\$400	\$1,500	\$2,160	\$0	\$0	\$0	\$0	\$15,260
<i>Total Hours:</i>	650	1,151	590	100	132	50	210	74	68	
<b>TOTAL</b>	<b>\$26,000</b>	<b>\$86,341</b>	<b>\$11,800</b>	<b>\$1,500</b>	<b>\$3,960</b>	<b>\$1,250</b>	<b>\$4,200</b>	<b>\$3,700</b>	<b>\$3,400</b>	<b>\$142,151</b>

\* Archeology (16 hrs), Riparian/Fisheries (16), Lands (4), Wildlife (8), Recreation (8)

**OTHER DIRECT COSTS**

Task Description		mileage	lodging and per diem	office support*	permitting fees	rock and gravel	construction	trees, saplings, seed, mulch	TOTAL
<i># Units:</i>		<i>1000</i>	<i>60</i>	<i>lump sum</i>	<i>lump sum</i>	<i>see table below</i>	<i>equipment</i>	<i>see table below</i>	
<i>Unit Cost:</i>		<i>\$0.444</i>	<i>\$100</i>			<i>see table below</i>	<i>see table below</i>	<i>see table below</i>	
<u>Task 1</u>	Project Design and HECRAS flood plain modeling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$0</b>
<u>Task 2</u>	Construction Preparation	\$250	\$1,500	\$500	\$250	\$0	\$0	\$0	<b>\$2,500</b>
<u>Task 3</u>	Public outreach, monitoring and maintenance plan	\$0	\$0	\$750	\$0	\$0	\$0	\$0	<b>\$750</b>
<u>Task 4</u>	In-Channel Construction	\$750	\$4,500	\$750	\$0	\$174,976	\$235,340	\$0	<b>\$416,316</b>
<u>Task 5</u>	Riparian Habitat Restoration and Trails	\$0	\$0	\$0	\$0	\$500	\$5,600	\$6,920	<b>\$13,020</b>
<u>Task 6</u>	Post construction Monitoring	\$0	\$0	\$50	\$0	\$0	\$0	\$0	<b>\$50</b>
<u>Task 7</u>	Project oversight and administration	\$0	\$0	\$250	\$0	\$0	\$0	\$0	<b>\$250</b>
	<b>TOTAL</b>	<b>\$1,000</b>	<b>\$6,000</b>	<b>\$2,300</b>	<b>\$250</b>	<b>\$175,476</b>	<b>\$240,940</b>	<b>\$6,920</b>	<b>\$432,886</b>

\* office support includes copies, map printing, publications, phone, supplies

## CONSTRUCTION COSTS

Item	Unit	Quantity	Cost/unit	Total
Rock and gravel				\$174,976
new headgate/pipe	pc	1	\$5,000	\$5,000
Excavator (40 ton)	days	60	\$1,400	\$84,000
Loader (2 yard)	days	60	\$1,320	\$79,200
Articulated Truck	days	40	\$1,320	\$52,800
River Shaping	cu.yd.	1434	\$10	\$14,340
<b>TOTAL</b>				<b>\$410,316</b>

### Revegetation and Trails Construction

trail and planting labor	hour	150	\$20	\$3,000
gravel	ton	50	\$10	\$500
backhoe	hour	40	\$140	\$5,600
large trees	pc	5	\$200	\$1,000
200 saplings	pc	200	\$10	\$2,000
Weed barrier	ft	1000	\$0.2	\$200
seed and mulch				\$1,000
fencing for saplings	pc	200		\$2,720
<b>TOTAL</b>				<b>\$16,020</b>

### ROCK COSTS

	total number	total cu yd	total T*	cost (\$35/T)
cross vanes (100 cu yd/structure)	6	550	1248.5	\$43,698
vanes (30 cu yd/structure)	19	570	1293.9	\$45,287
chinking rock - cross vanes (10 cu yd/structure)	6	60	83.4	\$2,919
chinking rock - vanes (3 cu yd/structure)	19	57	79.23	\$2,773
sills (3 cu yd/structure)	16	160	363.2	\$12,712
rock terrace at confluence	1	750	1702.5	\$59,588
excess gravel (\$10/ton)		800		\$8,000
<b>TOTAL rock</b>			<b>4770.73</b>	<b>\$174,976</b>

\*Solid Granite 2.27 T/cu yd; Broken Granite 1.39T/cu yd

**Channel Construction Costs - Consumptive Portion (this covers headgate/pipe replacement and 500 feet of channel work to protect river bank adjacent to ditch)**

<b>Construction Costs</b>	Unit	Quantity	Cost/unit	Total
Rock and gravel				\$42,551
new headgate and pipe	pc	1	\$5,000	\$5,000
Excavator (40 ton)	days	12	\$1,400	\$16,800
Loader (2 yard)	days	12	\$1,320	\$15,840
Articulated Truck	days	8	\$1,320	\$10,560
River Shaping	cu.yd.	300	\$10	\$3,000
<b>TOTAL</b>				<b>\$93,751</b>

<b>ROCK</b>	total number	total cu yd	total T*	cost (\$35/T)
cross vanes (100 cu yd/structure)	2	184	417.68	\$14,619
vanes (30 cu yd/structure)	5	150	340.5	\$11,918
chinking rock - cross vanes (10 cu yd/structure)	2	20	27.8	\$973
chinking rock - vanes (3 cu yd/structure)	5	15	20.85	\$730
sills (3 cu yd/structure)	3	160	363.2	\$12,712
excess gravel (\$10/ton)		160		\$1,600
<b>TOTAL rock</b>			<b>1170.03</b>	<b>\$42,551</b>

**IN-KIND CONTRIBUTION**

		<b>Town Manager</b>	<b>Town Public Works</b>	<b>OSM/ VISTA</b>	<b>volunteers</b>	<b>BLM Hydrologist</b>	<b>BLM NEPA specialist</b>	<b>Equipment</b>	<b>BLM rock</b>	<b>TOTAL</b>
	unit cost:	\$30	\$25	\$20	\$20	\$50	\$50	<i>See table above</i>	\$35/T	
<u>Task 1</u>	Project Design and HECRAS flood plain modelling	\$300	\$0	\$0	\$0	\$500	\$0	\$0	\$0	<b>\$800</b>
<u>Task 2</u>	Construction Preparation	\$600	\$250	\$0	\$0	\$1,500	\$3,000	\$0	\$0	<b>\$5,350</b>
<u>Task 3</u>	Public outreach, monitoring and maintenance plan	\$300	\$0	\$5,600	\$400	\$0	\$0	\$0	\$0	<b>\$6,300</b>
<u>Task 4</u>	In-Channel Construction	\$300	\$0	\$0	\$0	\$500	\$0	\$10,000	\$3,500	<b>\$14,300</b>
<u>Task 5</u>	Riparian Habitat Restoration and Trails	\$300	\$1,000	\$0	\$3,000	\$0	\$400	\$5,600	\$0	<b>\$10,300</b>
<u>Task 6</u>	Post construction Monitoring	\$0	\$0	\$0	\$800	\$1,200	\$0	\$0	\$0	<b>\$2,000</b>
<u>Task 7</u>	Project oversight and administration	\$2,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$2,160</b>
	<b>TOTAL</b>	<b>\$3,960</b>	<b>\$1,250</b>	<b>\$5,600</b>	<b>\$4,200</b>	<b>\$3,700</b>	<b>\$3,400</b>	<b>\$15,600</b>	<b>\$3,500</b>	<b>\$41,210</b>

## SCHEDULE

Provide a project schedule including key milestones for each task and the completion dates or time period from the Notice to Proceed (NTP). This dating method allows flexibility in the event of potential delays from the procurement process. Sample schedules are provided below. Please note that these schedules are examples and will need to be adapted to fit each individual application.

**Notice to Proceed is expected to begin August 26, 2013. All activities conducted prior to this time are covered by matching funds.**

TASK DESCRIPTION	TIMEFRAME
<b>Task 1: Project Design and HECRAS flood plain modeling</b>	
a) 30% design	Sept 2012 - Jun 2013
b) revegetation and trails design	Aug-Oct 2013
<b>Task 2: Construction Preparation:</b>	
a) land owner agreements	Jun-Aug 2013
b) NEPA	Dec 2012 - May 2013
c) wetland delineation	Jun-Jul 2013
d) USACE and County permits	Jul-Aug 2013
e) RFP and selection of contractor (design-build)	Jul-Aug 2013
f) 60% Design	Sept 2013
<b>Task 3: Public outreach, monitoring and maintenance plan</b>	
a) community meetings	Aug-Sept 2013
b) Master plan completed	Aug 2013 – Mar 2014
<b>Task 4: In-Channel Construction</b>	
a) Mobilize equipment/ materials	Sept 2013
b) in-channel construction	Oct-Nov 2013/spring-fall 2014
<b>Task 5: Riparian Habitat Restoration and Trails</b>	
a) ground preparation	Fall 2013/2014
b) seeding and mulching	Nov 2014
c) sapling and tree plantings	Nov 2013/2014, May 2015
d) trail construction	May - June 2014, 2015
<b>Task 6: Pre-and Post-Construction Monitoring</b>	
a) pre- construction channel/riparian surveys	Aug-Sept 2014
b) post- construction surveys	Aug-Sept 2015
c) post-project structure assessment	Aug 2016-2018
<b>Task 7: Project oversight and administration</b>	
a) project coordination	Throughout Project
b) reimbursement requests	15 days after end of each quarter Jan 15, 2014
c) semi-annual reports	Every 6 months. First report due 6 months or Feb 2014
d) final report	Mar 31, 2016



## **PAYMENT**

Payment will be made based on actual expenditures and invoicing by the applicant. Invoices from any other entity (i.e. subcontractors) cannot be processed by the State. The request for payment must 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. 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 the CWCB in hard copy and electronic format as part of the project documentation. This information will in turn be made widely available to Basin Roundtables and the general public and help promote the development of a common technical platform.

## Appendix 1 Reference Information

The following information is available via the internet. The reference information provides additional detail and background information.

- Water Supply Reserve Account main webpage:
  - <http://cwcb.state.co.us/LoansGrants/water-supply-reserve-account-grants/Pages/main.aspx>
- Water Supply Reserve Account – Basin Fund Application Details:
  - <http://cwcb.state.co.us/LoansGrants/water-supply-reserve-account-grants/Pages/BasinWaterSupplyReserveAccountGrants.aspx>
- Water Supply Reserve Account – Statewide Fund Application Details:
  - <http://cwcb.state.co.us/LoansGrants/water-supply-reserve-account-grants/Pages/StatewideWaterSupplyReserveAccountGrants.aspx>
- Colorado Water Conservation Board main website:
  - <http://cwcb.state.co.us/>
- Interbasin Compact Committee and Basin Roundtables:
  - <http://cwcb.state.co.us/about-us/about-the-ibcc-brts/Pages/main.aspx/Templates/BasinHome.aspx>
- House Bill 05-1177 – (Also known as the Water for the 21<sup>st</sup> Century Act):
  - <http://cwcbweblink.state.co.us/DocView.aspx?id=105662&searchhandle=28318>
- House Bill 06-1400 – (Adopted the Interbasin Compact Committee Charter):
  - <http://cwcbweblink.state.co.us/DocView.aspx?id=21291&searchhandle=12911>
- Senate Bill 06-179 – (Created the Water Supply Reserve Account):
  - <http://cwcbweblink.state.co.us/DocView.aspx?id=21379&searchhandle=12911>
- Statewide Water Supply Initiative 2010:
  - <http://cwcb.state.co.us/water-management/water-supply-planning/Pages/SWSI2010.aspx>

## Appendix 2 Insurance Requirements

NOTE: The following insurance requirements taken from the standard contract apply to WSRA projects that exceed \$25,000 in accordance with the policies of the State Controller's Office. Proof of insurance as stated below is necessary prior to the execution of a contract.

### 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**.

### **Appendix 3**

#### **Water Supply Reserve Account Standard Contract Information**

NOTE: The standard contract is required for WSRA projects that exceed \$100,000. (Projects under this amount will normally be funded through a purchase order process.) Applicants are encouraged to review the standard contract to understand the terms and conditions required by the State in the event a WSRA grant is awarded. Significant changes to the standard contract require approval of the State Controller's Office and often prolong the contracting process.

It should also be noted that grant funds to be used for the purchase of real property (e.g. water rights, land, conservation easements, etc.) will require additional review and approval. In such cases applicants should expect the grant contracting process to take approximately 3 to 6 months from the date of CWCB approval.

The standard contract is available here under the header "Additional Resources" on the right side:

<http://cwc.state.co.us/LoansGrants/water-supply-reserve-account-grants/Pages/BasinWaterSupplyReserveAccountGrants.aspx>

### **Appendix 4**

#### **W-9 Form**

NOTE: A completed W-9 form is required for all WSRA projects prior execution of a contract or purchase order. Please submit this form with the completed application.

## **Appendix 5**

### **Standard Operating Procedures CDPHE Measurable Results Project**



**Lake Fork Valley Conservancy  
Water Supply Reserve Account Grant  
Performance Monitoring Provisions**

**Statutory Requirements**

2) Each personal services contract entered into pursuant to this code with a value of one hundred thousand dollars or more shall contain

(a) Performance measures and standards developed specifically for the contract by the governmental body administering the contract. The performance measures and standards shall be negotiated by the governmental body and the vendor prior to execution of the contract and shall be incorporated into the contract. The measures and standards shall be used by the governmental body to evaluate the performance of the governmental body and the vendor under the contract.

(b) An accountability section that requires the vendor to report regularly on achievement of the performance measures and standards specified in the contract and that allows the governmental body to withhold payment until successful completion of all or part of the contract and the achievement of established performance standards. The accountability section shall include a requirement that payment by the governmental body to the vendor shall be made without delay upon successful completion of all or any part of the contract in accordance with the payment schedule specified in the contract or as otherwise agreed upon by the parties.

(c) Monitoring requirements that specify how the governmental body and the vendor will evaluate each others' performance, including progress reports, site visits, inspections, and reviews of performance data. The governmental body shall use one or more monitoring processes to ensure that the results, objectives, and obligations of the contract are met.

(d) Methods and mechanisms to resolve any situation in which the governmental body's monitoring assessment determines noncompliance, including termination of the contract.

**Performance Monitoring Standards**

Performance monitoring for this contract shall include the following:

(a) Performance measures and standards: The grantee shall provide river improvements along a half mile stretch of lower Henson Creek and its confluence with the Lake Fork of the Gunnison, in and near the Town of Lake City. This project is to realign areas of the channel where the river is threatening the Town irrigation head-gate and ditch, stabilize banks to reduce erosion that are undermining public trails, repair riparian areas, enhance fisheries and increase public access to the river.

(b) Accountability: Per WSRA Criteria and Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must certify that all grant conditions have been complied with on each invoice. In addition, per WSRA Criteria and Guidelines progress reports must be submitted at least once every 6 months. A final project report must be submitted and approved before final project payment and release of retainage.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A and Paragraphs 9 & 19 of the contract. Progress shall be detailed in the required invoice documentation and progress reports as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Per paragraphs 9, 14, 15, and 19 of the contract: payment will be withheld until grantee is current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the purchase order.