

STATE OF COLORADO

Colorado Water Conservation Board Department of Natural Resources

1313 Sherman Street, Room 721
Denver, Colorado 80203
Phone: (303) 866-3441
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April 24, 2013

Colorado Division of Water Resources
Mr. Brent Schantz
810 9th Street, Suite 200
Greeley, CO 80631

John Hickenlooper
Governor

Mike King
DNR Executive Director

Jennifer L. Gimbel
CWCB Director

RE: WSRA Grant – Data Logger Installation Project

Dear Brent:

This letter is to inform you that the WSRA Grant to assist in the Data Logger Installation was signed on April 19, 2013. A signed copy of the contract is enclosed.

With the executed contract, you are now able to proceed with the project and begin invoicing the State of Colorado for costs incurred through June 30, 2013. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days. I wish you much success in your project.

Sincerely,

/s/

Greg Johnson
Colorado Water Conservation Board
Water Supply Planning Section
1580 Logan Street, Suite 200
Denver, CO 80203
Phone: 303-866-3441 x3249
Mobile: 720-214-3262
gregory.johnson@state.co.us
www.cwcb.state.co.us and www.ibcc.state.co.us

STATE OF COLORADO
Colorado Water Conservation Board
INTERAGENCY AGREEMENT
with
Colorado Division of Water Resources
Contract Number C150519

1. PARTIES

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

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

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

3. RECITALS**A. Authority, Appropriation, And Approval**

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

B. Purpose

The Water Supply Reserve Account provides money for grants and loans to complete water activities, which are broadly defined and include water supply and environmental projects and/or studies. This Grant is for the installation of 66 Sutron Stage Discharge Recorders (SDR) on diversion structures and return flow augmentation structures to provide more efficient and flexible use of Water Commissioner and ditch personnel time and allow a timelier distribution of data to water users in the South Platte River Basin.

4. TERM AND EARLY TERMINATION**A. Term-Work Commencement**

The Parties respective performances under this Agreement shall commence on the later of either the Effective Date or April 15, 2013. This Agreement shall terminate on June 30, 2013 unless sooner terminated or further extended as specified elsewhere herein. Either Party may terminate this Agreement by giving the other Party 30 days prior written notice setting forth the date of termination. Upon termination the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination.

5. STATEMENT OF WORK**A. Work**

Payee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before June 30, 2013.

B. Goods and Services

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

6. PAYMENTS-MAXIMUM AMOUNT

The maximum amount payable under this Agreement to Payee by Payor is \$88,958.00. Payor shall make payment for purchases of goods and services within 45 days after receipt of valid invoices from Payee. Payments shall be made by an interagency transfer in lieu of a State warrant whenever possible. The maximum amount payable by Payor to Payee during each State fiscal year of this Agreement shall be:

\$88,958.00 in FY2013

7. RECORDS-MAINTENANCE AND INSPECTION

A. Maintenance

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

B. Inspection

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

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

9. FAILURE TO PERFORM-DISPUTES

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

10. NOTICE AND REPRESENTATIVES

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

Payor:

Greg Johnson, Program Manager, Water Supply Planning Section
Colorado Water Conservation Board
1580 Logan Street, Suite 200
Denver, CO 80203
Gregory.johnson@state.co.us

Payee:

Brent Schantz, Coordinator
Colorado Division of Water Resources
1313 Sherman Street, Rm. 818
Denver CO 80203
Brent.schantz@state.co.us

11. GENERAL PROVISIONS**A. Assignment**

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

B. Order of Precedence

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



C. Third Party Beneficiaries-Negation

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

12. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT

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

STATE OF COLORADO John W. Hickenlooper, Governor	
<p>Department of Natural Resources Division of Water Resources</p> <p> Signature</p> <p>By: (Print) PATRICK J. MIKES Title: BUDGET DIRECTOR</p> <p>Date: <u>4-12-13</u></p>	<p>Department of Natural Resources Mike King, Executive Director</p> <p> By: Rebecca Mitchell, Section Chief, Water Supply Planning Section, CWCB Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: <u>4-15-13</u></p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER


<p>STATE CONTROLLER David J. McDermott, CPA</p> <p>By:  Susan Borup, DNR Controller</p> <p>Date: <u>4/19/13</u></p>
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EXHIBIT A-STATEMENT OF WORK AND BUDGET

Exhibit A
Statement of Work

WATER ACTIVITY NAME – Data Logger Installation Project, South Platte River Basin

GRANT RECIPIENT – Colorado Division of Water Resources

FUNDING SOURCE – South Platte Basin Account

INTRODUCTION AND BACKGROUND

Provide a brief description of the project.

This project would allow installation of 66 Sutron Stage Discharge Recorders (SDR) on diversion structures and return flow augmentation structures to provide more efficient and flexible use of Water Commissioner and ditch personnel time and allow a timelier distribution of data to water users. These recorders (data loggers) may replace chart type recorders that require charts to be changed on an eight day schedule and require Water Commissioners and /or ditch personnel to work the charts by hand to obtain the necessary data. The recorders will be placed on measuring structures in Districts 1, 2, 3, 6, 7 and 64.

OBJECTIVES

List the objectives of the project

Data loggers allow for continuous information for users and Water Commissioners concerning diversions and returns of water by allowing multiple users to access the same data instead of a chart that has to be broken down and the results dispersed at a later date. The project will provide an excellent complement to previous projects funded by the South Platte Basin Roundtable WSRA and is also complimentary to the work being done for the Colorado Decision Support System in obtaining better data concerning river flows and diversions. Near real time data will also be required for the Alluvial Aquifer Accretion/Depletion Analysis Tool (AAADAT) when completed. The use of data loggers is imperative for this tool to be successful. The greatest objective is to allow Water Commissioners greater efficiency and flexibility in dealing with the ever increasing data for the diversion of water.

The focus of this project will be on structures in Districts 1, 2, 3, 6, 7 and 64. Data loggers and telemetry have already been set up on most major diversion structures along the main stem South Platte and

Big Thompson and St. Vrain tributaries in a cooperative program between Northern Water, Lower South Platte Water Conservancy District, St. Vrain Left Hand Water Conservancy District and the Colorado Division of Water Resources with awards from previous WSRA grants.

TASKS

Provide a detailed description of each task using the following format

TASK 1 – Site Identification

Make final identification of the sites to install data loggers.

Presently the following sites have been selected for installation of equipment based on identification by Water Commissioners.

District 1:

- JB Cooke Ditch
- Oliver Ditch
- Lone tree Ditch
- Ogilvy from Lone Tree Structure
- Deuel and Snyder end of ditch structure
- Silz recharge site
- Prince recharge site
- Fuchs recharge site
- Eschen recharge site
- Milliron recharge site
- Kiowa recharge site
- Lost Creek West recharge site
- Dearfield recharge site
- Hart-Langford recharge site
- Christensen recharge site
- Bath recharge site
- South Side recharge site
- Good recharge site
- Reed East recharge site
- Reed SE recharge site
- Public Service #1 recharge site
- Public Service #2 recharge site

District 2:

- Thompson Ditch
- Yoxall Ditch
- Slate Ditch
- Abbett Ditch
- Union Seep Ditch
- Hodgson Ditch

- Jay Thomas Ditch
- Slate Tail end structure
- Beeman St. Vrain power Plant flume
- Beeman return
- St. Vrain power plant return
- Union Bypass structure

District 3:

- Munroe Ditch
- North Poudre Ditch
- Pleasant Valley Ditch
- Poudre Valley Ditch
- Larimer County Ditch
- Jackson Ditch
- Little Cache Ditch
- Taylor and Gill Ditch
- Taft recharge
- John R. Brown Ditch
- Claymore Return
- Lake Canal
- Boxelder recharge
- Whitney Canal
- Jones Ditch
- Ogilvy Ditch

District 6:

- Schearer Ditch
- Rural Ditch
- Anderson Ditch
- Cannon Ditch
- South Boulder Ditch

District 7:

- Reno Juchem Ditch
- Slough Ditch
- Lee, Stewart & Eskins Ditch

District 64:

- JID Harms recharge
- McKinstry recharge
- Farmers Grain recharge
- Schuman recharge
- Sandhill G2 recharge
- Sandhill lake recharge
- Sandhill Smith recharge
- Kautz recharge

The locations of a few sites may be subject to change based on final coordination with Water Commissioners and water users. **All funds will be used to purchase Sutron Data Recorder packages.**

TASK 2 – Equipment Purchase

Procurement of all necessary equipment will be completed as soon as we receive a *Notice to Proceed* with the grant. Equipment is the only cost associated with this grant application and only one invoice will be required. Sutron should be able to ship out all equipment within two weeks of order.

TASK 3 – Installation

The equipment will be installed in coordination with the various ditch companies and Colorado Division of Water Resources personnel. There will be no costs associated with installation of equipment as these costs will be absorbed by the ditch companies.

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.

BUDGET

Provide a detailed budget by task including number of hours and rates for labor and unit costs for other direct costs (i.e. mileage, \$/unit of material for construction, etc.). A detailed and perfectly balanced budget that shows all costs is required for the State's contracting and purchase order processes. Sample budget tables are provided below.

Please note that these budget tables are examples and will need to be adapted to fit each individual application. Tasks should correspond to the tasks described above.

Equipment and freight are the only costs associated with this grant application any other costs will be absorbed by the ditch companies. All equipment will be invoiced by one vendor, Sutron.

OM*	Product #	Product Name	Product Description	Special Product Description	Qty	Unit Price	Total Price
	SDR-0001-1	Stage Discharge Recorder - 1	Basic SDR including Shaft Encoder & SDI-12 Output	_____	64	\$1,004.00	\$64,256.00
	5100-0118	Float Wheel, 375mm/revolution	for beaded cable & 5/16" shaft	Special Pricing for Float Wheel.	64	\$115.00	\$7,360.00
	5100-0530-2	Float, 6" PVC	S/E kit	_____	64	\$84.00	\$5,376.00
	5100-0581	Cable, Beaded Chain 12.5cm centers (per meter price)	Shaft Encoder Kit	_____	320	\$14.00	\$4,480.00
	5100-0550	Counterweight, 8 oz.	Counterweight, 8 oz.	_____	64	\$26.00	\$1,664.00
	5100-0620-1	End Hook Set	End Hook Set	_____	64	\$23.00	\$1,472.00
	SDR-0001-4	Stage Discharge Recorder (Analog -4)	INCLUDES Shaft Encoder & Analog Input, 4-20mA Outputs, SDI-12.	_____	3	\$1,173.00	\$3,519.00

Freight: \$831.00

Grand Total: \$88,958.00

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.

Data Logger Installation Project – South Platte Basin Schedule

Task	Start Date	Finish Date
1	Upon NTP	Upon NTP
2	Upon NTP	NTP + 30 days
3	Task 2 Finish Date	Task 2 Finish Date +30 days
Final Report		Task 3 Finish Date +30 days

NTP = Notice to Proceed

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.