



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

April 23, 2015

Mr. Jeff Shoemaker, Executive Director
The Greenway Foundation
1855 Pearl Street, Suite 40
Denver, CO 80210

**RE: Notice to Proceed - WSRA Grant – CTGG1 2015-3107-The Greenway Foundation –
8th Avenue to 20th In-River, Recreation & Environmental Mitigation Project in the
Metro River Basin**

Dear Jeff,

This letter is to inform you that the contract to assist in the above WSRA grant project was approved on April 22, 2015. The original signed contract will be mailed to you.

With the executed contract, you are now able to proceed with the project and invoice the State of Colorado for costs incurred through August 31, 2017. Please provide the project name, contract or purchase order number, and basin when corresponding with or invoicing the State of Colorado for your project. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 30 days after review and signed approval by the project manager. I wish you much success in your project.

If you have any questions or concerns regarding the project, please contact me. You can contact Dori Vigil at 303-866-3441 ext. 3250 for invoicing and payment disbursement questions.

Sincerely,

//s//

Chris Sturm, Project Manager
Stream Restoration Coordinator
O 303-866-3441 x3236 | F 303-866-4474
1313 Sherman St., Rm. 721, Denver, CO 80203
chris.sturm@state.co.us | cwcb.state.co.us

Attachments



STATE OF COLORADO
Colorado Water Conservation Board
Grant Agreement
with
The Greenway Foundation
Contract Number CTGG1 2015-3107

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1. PARTIES

This Grant Agreement (hereinafter called “Grant”) is entered into by and between The Greenway Foundation, 1855 South Pearl Street, Suite 40, Denver, Co 80210 (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 8th Avenue to 20th Street In-River, Recreation and Environmental Improvements and Floodplain Mitigation in the Metro River Basin.

D. References

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

4. DEFINITIONS

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

A. Budget

“Budget” means the budget for the Work described in **Exhibit A and B**.

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating is based on criteria established in §6 and **Exhibit A and B**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Exhibit B** (Performance Standards).

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. Subgrantee

“Subgrantee” 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

A. Initial Term-Work Commencement

The Parties' respective performances under this Grant shall commence on the date the Agreement is signed by the State Controller or delegate (Effective Date). The termination date is August 31, 2017 according to the **Schedule in Exhibit A** 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 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.

C. State's Option to Extend

At its sole discretion, the State, upon written notice to Grantee by Option Letter, may unilaterally require continued performance of this Agreement for up to one additional year at the same rates and terms specified in the Agreement. The State shall exercise the option by written notice to the Grantee within 30 days prior to the end of the current Agreement term. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the Agreement. The total duration of this Agreement, including the exercise of any options, shall not exceed six (5) years

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 31, 2017. 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 Subgrantees shall be considered Grantee's or Subgrantees' 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 \$449,149 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:

\$449,149 in FY2015
\$449,149 in FY2016, minus any funds expended in FY2015
\$449,149 in FY2017, minus any funds expended in FY2015 and FY2016
\$449,149 in FY2018, minus any funds expended in FY2015, FY2016 and FY2017

B. Payment

i. Advance, Interim and Final Payments

Any advance 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 person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of the State. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

D. Matching Funds

Grantee shall provide matching funds as provided in **Exhibit A**. Grantee shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

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

State shall submit a report to the Grantee 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 Colorado Department of Natural Resources.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee's decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. 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.

E. 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 of 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.

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, Subgrantees, 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, Subgrantees, 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 Grantee's 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 Subgrantees 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 Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee'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 Subgrantees that are not "public entities".

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, 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 Subgrantee 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 contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$2,000,000 general aggregate; **(c)** \$2,000,000 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, Subgrantee 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 Subgrantees 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 Subgrantees 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 Subgrantees 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 Subgrantee 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 subgrant, Grantee and each Subgrantee 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 subcontracts 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 subcontracts. 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 Subgrantees 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:

Chris Sturm, Project Manager
Colorado Water Conservation Board
1313 Sherman St, Suite 718
Denver, CO 80203
Chris.strum@state.co.us

B. Grantee:

Jeff Shoemaker, Executive Director
The Greenway Foundation
1855 Pearl Street, Suite 40
Denver, CO 80210
feff@greenwayfoundation.org

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 exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work

Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

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 & Administration (Executive Director), upon request by the Department of Natural Resources, 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 a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees 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 effect 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, Subgrantees, 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 the 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 CONTRACTS - 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 Parties. 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,
- iv. Exhibit 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

These 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 will 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 agreement, 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 Grant 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/CONFLICT OF 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 contract with an illegal alien who will perform work under this Grant and will 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 contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract 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 Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

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

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

SPs Effective 1/1/09


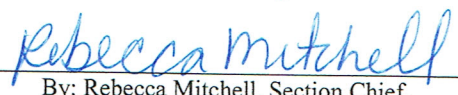
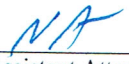
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22. SIGNATURE PAGEGrant Routing Number CTGG1 2015- 3107

CMS# 77576

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;">GRANTEE The Greenway Foundation</p> <p>By: Jeff Shoemaker Title: Executive Director</p> <p> *Signature Date: <u>3/6/15</u></p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Department of Natural Resources Mike King-Director</p> <p> By: Rebecca Mitchell, Section Chief, Water Supply Planning, CWCB Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules Date: <u>3-16-15</u></p>
<p style="text-align: center;">2nd Grantee Signature if Needed</p> <p>By: _____ Title: _____</p> <p>_____ *Signature Date: _____</p>	<p style="text-align: center;">LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By:  Signature - Assistant Attorney General 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.

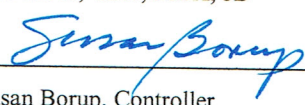
<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  Susan Borup, Controller Department of Natural Resources Date: <u>4/22/15</u></p>

Exhibit A

STATEMENT OF WORK

WATER ACTIVITY NAME – 6th Avenue to 58th Avenue In-River, Multi-Objective Recreation and Environmental Improvements and Floodplain Mitigation Design, Denver.

INTRODUCTION AND BACKGROUND

The 6th Avenue to 58th Avenue In-River, Recreation and Environmental Improvements and Floodplain Mitigation project submitted by The Greenway Foundation will undertake design of multi-objective river access, recreational enhancements and environmental and habitat improvements included in the River North (RINO) and River South (RISO) Greenway master plans and the subsequent (adopted) South Platte River Vision Implementation Plan (SPRVIP) and Confluence Park plan for the South Platte River corridor in Denver. If approved, this Water Supply Reserve Account (WSRA) grant will answer needs identified in the Metro Basin Needs Assessment Report (March 2011) by addressing non-consumptive needs, specifically targeting habitat restoration, recreation and floodplain mitigation. This water activity will progress design of the mitigation of a floodplain problem that impacts the area from Speer Boulevard across the South Platte River upstream to 6th Avenue as presented in the 2014 McLaughlin Whitewater Design Group South Platte River Floodplain memoranda. It will also address extensive deposition of sediment in the one-mile reach upstream of Confluence Park that contributes to an increase in the 100-year floodplain limits when compared to the effective floodplain. New information places student housing at Auraria Higher Education Center and numerous properties between Interstate 25 and 6th Avenue in the floodplain. It will also look at a potential floodplain problem in the area of 38th Avenue and the South Platte River, on the west side of the river, identified by Olsson Associates. Options to mitigate this floodplain problem will be evaluated.

Project sponsors include the Urban Drainage and Flood Control District, the City and County of Denver and the Colorado Water Conservation Board. Concurrent with this project, the U.S. Army Corps of Engineers (Corps) is conducting an ecosystem restoration feasibility study for Denver that includes the project reach of the South Platte River. Our project team will be collaborating efforts with the Corps.

OBJECTIVES

The design effort will focus on validating design concepts, preparing conceptual design drawings and details, and identifying required permits for river improvements in the reach of the S. Platte River from 6th Avenue to 58th Avenue. Specific improvements target non-consumptive needs including water quality improvement features, boating, tubing, fishing and wildlife enhancements, as well as floodplain mitigation in this urban environment. In addition, the water activity will build upon the April 4, 2014, McLaughlin Whitewater Design Group South Platte River Floodplain Study – Speer Boulevard to 8th Avenue memorandum and the May 5, 2014 McLaughlin Whitewater Design Group Amendment to the South Platte River Floodplain Study Memorandum dated April 4, 2014. The initial findings of the April 4, 2014 and May 5, 2014 memorandums found that extensive sediment deposition in the mile reach upstream of Confluence Park to Interstate 25 contributes to an increase in the 100-year effective

floodplain limits when compared to the effective floodplain.

Improvements in this reach, as identified in the SPRVIP, include developing a more defined low-flow channel, multi-use river access facilities, channel bank modifications to provide additional habitat, and modification of existing drop structures to provide state-of-the-art boating and fishing experiences, as well as enhanced aquatic and terrestrial habitat through the length of the reach and removal of non-native and invasive riparian vegetation. Implementation of this project will greatly improve river access, improve the river's wildlife habitat, provide a water quality benefit and provide additional floodplain mitigation in this reach. The project includes development of pool and riffle habitat and recreation opportunities, bank stabilization and additional riparian habitat.

Where possible, new wetland and riparian habitats will be created with self-sustaining native vegetation. In addition to providing recreation and habitat benefits, these areas will be designed to help pre-treat urban stormwater runoff from adjacent neighborhoods that previously discharged directly into the South Platte River.

The plan will be coordinated with redevelopment proposals to allow for the integration of planned infrastructure improvements and redevelopment proposals along the river to develop synergistic relationships between public infrastructure improvements and open space proposals and private development. The plan will consider updates to the City of Denver's stormwater infrastructure, parks and open space, and transportation network planning efforts.

This water activity addresses non-consumptive needs and meets the needs and interests of the Metro Basin as a part of the South Platte River watershed. This proposed project will help sustain environmental and recreational needs and is of statewide significance. This project represents a portion of the SPRVIP and is identified in the Metro Basin Needs Assessment Report (March 2011) addressing non-consumptive needs, specifically targeting habitat restoration, recreation and floodplain mitigation improvements. In addition, it addresses the extensive deposition of sediment in the mile reach upstream of Confluence Park to Interstate 25 that contributes to an increase in the 100-year floodplain limits when compared to the effective model.

DESIGN PHASES FOR ALTERNATIVES ANALYSIS

The U.S. Army Corps of Engineers will be concurrently conducting a feasibility study for Denver, which includes the project reach. The Team will collaborate design efforts with the Corps and meet the feasibility timeline set by the Corps. The alternatives analysis effort will be divided into two phases based on milestones from the Corps study. The final array of alternatives will be identified and documented in Phase I, which is summarized in this scope of work. Phase II will include alternatives analysis and selection of the preferred plan and will be authorized following completion of Phase I.

TASKS

Task 1 – Project Management and Meetings

Upon Notice to Proceed, the Project Team will develop the Project Management Plan (PMP) to detail the project approach, quality management procedures, communication protocols, budget, and schedule for the project. The team will coordinate with UDFCD and the City to identify stakeholders. As part of the PMP, the Team will work with the stakeholders to define expectations including required input on the design features and the deliverables including the conceptual design drawings. The PMP will also include a summary of anticipated coordination between stakeholders and permitting agencies.

It is anticipated that there will be considerable public interest in the planning activities along this reach of the South Platte River. We will coordinate with the City and UDFCD on public outreach for this project. The City will initiate and organize the public outreach effort, including coordination with the developers and other stakeholders. We anticipate having one public meeting during Phase I to present an overview of the project, including existing concerns and project goals.

A detailed project schedule will be developed and updated on an as needed basis to reflect any substantive changes in the plan.

The Team will attend monthly progress meetings, monthly stakeholder meetings, four (4) workshops with developers, two (2) additional smaller meetings with developers, and provide monthly progress reports which will accompany invoices and include task status, critical decisions and planned activities. This task includes general project management activities such as internal meetings, team coordination, project budgeting and scheduling, and invoice preparation and review. This task also includes quality control review of documents and figures.

Deliverables

- Project Management Plan
- Project Schedule
- Monthly progress reports (4 assumed)
- Monthly progress meetings and summaries (4 assumed)
- Monthly stakeholder meetings and summaries (4 assumed)
- Four (4) workshops with developers
- Two (2) small group/individual developer follow up meetings
- Public meeting (including graphics, displays & presentation)

Task 2 – Data Acquisition

The Team will conduct/participate in a project kick-off meeting with stakeholders. The kick-off meeting will address the following:

- Project and scope overview

- Schedule
- Communications procedures
- Review of information currently available
- Requests for additional information
- Goals and expectations

The Team will obtain information regarding the project and project site, as available. The Team will contact UDFCD and City staff and to identify the existence of current aerial photography, Lidar topographic mapping, utility maps, Flood Hazard Area Delineation (FHAD) mapping, Systems Outfall Planning Studies, and updated hydrologic information and/or hydraulic modeling. The Team will review all information obtained and incorporate pertinent data into the project on an as-needed basis.

The Team will coordinate with the City's environmental department to obtain a summary of environmental issues/concerns along the study reach. Areas of concern will be identified and shown on the project mapping. Environmental data will be obtained to evaluate general stream health and improvements to wildlife and aquatic habitat.

The Team's land surveyor will supplement available topographic, planimetric and utility information with site surveys of the project area from 20th Street to 58th Avenue. Note that the project reach from 6th Avenue to 20th Street has already been surveyed under a previous contract with the UDFCD. Project site mapping (channel corridor) will include river bottom cross sections at a spacing of approximately 100 feet and surveys of existing drop structures. Any topographic contours developed from the river cross sections will be accurate to 0.5-feet using NAVD88 vertical datum. The surveyor will identify tributary drainage pipes that outlet to the river within the study reach. Project area mapping will be developed so that the data can be used in AutoCAD Civil 3D 2014 software to cut cross-sections and analyze project volumetrics. Existing bridge survey data prepared by Olsson Associates in April 2013 for UDFCD will be utilized for modeling bridges from 58th Avenue to 20th Street.

The Team's land surveyor will establish project control tied to permanent land survey system monuments that will be utilized throughout the project to locate existing and proposed facilities.

A utility search will be completed using record drawings and GIS data from utilities and agencies. It is assumed that mapping for Right-of-Way and easements as well as water, sanitary sewer and storm sewer utilities will be available in GIS format from the City. Major utilities that may be affected by proposed improvements will be visually located using either invasive or non-invasive means, depending on the risk associated with excavation near the utility. Where major utilities are identified (e.g., water transmission, interceptor sewer, high-pressure gas pipelines and fiber optic or other communication conduit bundles), the Team will visually locate the horizontal and vertical location of the utility through potholing or other means, as necessary. For budgeting purposes, the Team has assumed that up to 20 utility locations will be identified in this way using up to two (2) potholes for each utility.

It is anticipated that alternatives for bank re-grading will be affected by existing sanitary and storm sewer lines located along the banks of the river. Horizontal and vertical locations of these lines at selected areas

along the river will be important in the evaluation and cost estimates of alternatives. For budgeting purposes, we have included three (3) weeks of survey crew time to locate water valves, sanitary and storm sewer manholes and inverts at specific locations, so that these utilities can be more accurately located on the project base mapping.

The Team's geotechnical consultant will review available existing geotechnical information to evaluate the general geologic condition and groundwater regime beneath the channel and at locations of interest (e.g., drop structures). Fourteen (14) sediment samples will be taken at selected locations (approximate 1,500 ft. spacing) along the reach between 20th Street and 58th Avenue to test for contaminants and to identify potential hazardous materials. Particle size gradations will be completed for each sediment sample to be used in the sediment transport analysis.

Updates related to "areas of change," identified in the City's Comprehensive Plan, proposed public and private development and redevelopment proposals, infrastructure improvements adjacent to the river, and related changes in urban development patterns will be identified. Relevant updates to the City's stormwater quality planning efforts will be identified and used as a basis for identifying potential water quality enhancement areas. Updates related to Denver's pedestrian and bicycle circulation plans, parks master plan, and neighborhood plans will be incorporated as appropriate.

Assumptions:

- Available survey and geotechnical information will be supplied by UDFCD and the City.
- The Team will seek to address any identified water quality issues through design considerations and will not attempt to identify the source or make recommendations for source control.
- UDFCD and City will obtain right-of-entry for private properties.
- The Team will incorporate right-of-way, easements, and utility information provided by Denver and UDFCD in GIS format.
- Up to twenty (20) utility visual locations utilizing potholing or a non-invasive technique will be conducted.
- Public and private redevelopment proposals will be made available to the consultant team by the appropriate City departments and private developers; redevelopment proposals and studies not readily available will not be incorporated into face planning information

Deliverables

- The Team will provide summary meeting minutes of the project kick-off meeting.
- A summary of existing data obtained will be incorporated as background information in the Phase I summary memorandum.
- Project base mapping developed in this task will be provided.
- Existing river cross sections at approximately 100 ft. spacing will be provided.
- Project mapping will be included in the Phase I summary memorandum.
- Geotechnical results will be included with the Phase I summary memorandum.
- 100-year floodplain TufLOW model results, including Depth Map and GIS data files for ground elevation, flow depth, and water surface elevations.

Task 3 – Floodplain Analysis and Hydraulic Modeling – 6th Avenue to 19th Street (Completed)

The Team has performed a detailed analysis of the Existing Conditions 100-year floodplain from 6th Avenue to 19th Street and quantified the impacts to structures based on the information presented in the April 4, 2014, McLaughlin Whitewater Design Group “South Platte River Floodplain Study – Speer Boulevard to 8th Avenue” memorandum and the May 5, 2014 McLaughlin Whitewater Design Group “Amendment to the South Platte River Floodplain Study Memorandum dated April 4, 2014.” The floodplain was modeled using the U.S. Army Corps of Engineers HEC-RAS Version 4.1.0 and TufLOW 2-Dimensional (2D) modeling software.

River survey data was collected from 20th St. to approximately 200 feet downstream of 6th Avenue and was incorporated into the project’s AutoCAD base mapping. River cross sections were surveyed approximately every 100 feet. Additional survey points were taken at all drop structures and at bridge piers, abutments and decks. Existing conditions flow characteristics within the project reach were evaluated and overbank flooding limits were defined. Options were investigated to lower the 100-year water surface profile and eliminate the overland spilling that occurs in the Existing Conditions floodplain model.

Proposed channel improvements were recommended for the reach of channel from 19th Street to just upstream of Colfax Avenue, to minimize the overland flooding and contain the 100-year flood within the channel banks. Conceptual level opinion of probable costs were prepared for the proposed channel improvements. The results of the floodplain analysis and hydraulic modeling were summarized in a letter report.

Deliverables

- Existing and Proposed Conditions HEC-RAS models and results
- Electronic files of hydraulic models input and output data
- Map of Existing Conditions floodplain delineation
- Plan and Profile drawings of proposed channel improvements
- Conceptual opinion of probable costs of proposed channel improvements
- Letter Report summarizing hydraulic modeling and cost estimates

Task 4 – Identification of Alternatives

The Team will perform site planning activities that will assist in the development of alternatives for channel improvements utilizing existing hydrology and updated hydraulic analyses. It is anticipated that the study area will be separated into approximately five (5) reaches and that reach-specific alternative concepts will be identified to improve habitat, water quality and floodplain issues, so that the final selected alternatives would ultimately build the overall stakeholder vision for the river. The Team will attend a two-day workshop led by the Corps to determine the final array of alternatives.

Investigation of the presence and location of existing utilities will be required to develop viable alternatives. The Team is assuming that pressure and/or gravity pipelines may be present and will

require coordination with the utility owners for protection or relocation. Consideration for possible relocation of the Metro sanitary sewer interceptor lines will be included.

Using previous and related planning and infrastructure background information, field observations and stakeholder input, opportunities and constraints mapping will be developed for the overall corridor that will characterize the larger corridor project area in terms of opportunities for restoration, development, trails, parks, water quality, habitat improvements, access and recreation. A planning framework will be developed that identifies opportunities to integrate the river into the broader corridor in order to inform the river alternatives.

Potential improvements that will be incorporated into the alternatives may include, but are not limited to the following:

- Creation of a deeper meandering low flow channel to improve stream health
- Creation of a larger emergent bench to accommodate wetland filtration basins and improve wildlife habitat
- Rock jetties to protect banks, concentrate low flows and create fish habitat
- Bio-engineered approaches to stream bank stabilization
- Reconstruct drop structures to increase river slope in selected locations
- Channel modifications to stabilize banks and mitigate floodplain problems
- Wetlands design
- Fishing access design
- Boat launch with fish habitat design
- Trail and boardwalk design
- Revegetation and riparian habitat restoration.
- Prototypical designs for large and small stormwater outfalls, including multi- functional water quality treatment areas, as appropriate.
- Review of, and comment on, current major redevelopment proposals regarding their effect on river restoration and multi-use issues; especially related to National Western Complex redevelopment proposals.

The Team will assist the Corps in preparation of the Report Synopsis by summarizing the results of Phase I in a technical memorandum, including data collection efforts, existing conditions modeling results, the environmental assessment, opportunities and constraints plan, and identification of alternatives. An electronic copy (PDF) of the memorandum will be transmitted to the project sponsors for review and comments.

Hydraulic Analysis

The team will perform a detailed analysis of the 100-year existing conditions floodplain and quantify the impacts to structures based on updated Lidar mapping provided by the City, surveyed river cross sections (see Task 2) and updated Manning's "n" values. Detailed river survey and 100-year floodplain analysis has already been completed for the river reach from 6th Avenue to 19th Street; however, updated 100-year floodplain modeling and impacts to structures will need to be completed under this scope of work

for the river reach from 19th Street to 58th Avenue. The composite Lower South Platte River HEC-RAS model has been obtained from Olsson Associates and will be used as the basis for flood modeling on this project.

Tuflow two-dimensional hydraulic modeling software will be used to analyze the Ringsby Court overbank spill area. At this time, the full extent of the floodplain is not known. The Tuflow floodplain model will start at the spill area near 38th Avenue and may extend as far north as 58th Avenue. Results will be shown on a map and provided in GIS format with a supporting memorandum.

In addition to the 100-year flow event, hydraulic modeling will be done for the 2-year design storm and a low flow condition to evaluate recreational and environmental benefits and channel stability. Existing conditions flow characteristics within the project reach will be evaluated. The Team will utilize this site-specific information to identify proposed alternative concepts. The 100-year HEC-RAS model will be adapted for the 2-year design storm. In addition, a Tuflow model will be used to analyze river hydraulics for the 2-year event and low flow conditions and to develop viable alternatives for river improvements. The Tuflow model will provide better hydraulic results for the river stability analysis.

The 2-year flow event will be evaluated for sediment transport capacity. The purpose is to identify reaches prone to sedimentation or scour, and to identify improvements that will avoid aggradation of the riverbed and overbank areas.

The Corps will review the existing conditions HEC-RAS model during a two-day visit to the Merrick & Company office in Denver. This collaborative review effort will streamline the review and comment process to help meet the project timeline set by the Corps.

Deliverables

- Existing hydraulic analysis (HEC-RAS 100-year and 2-year, and Tuflow 2-year and low flow conditions)
- Tuflow floodplain results map and GIS output for Ringsby Court Overbank Spill (38th Avenue to 58th Avenue)
- 2D floodplain technical memorandum
- Overall Project Corridor Base Map with opportunities and constraints
- Technical memorandum summarizing Phase I
- Electronic file model input and output data will be included in the technical memorandum
- Attendance at two-day workshop led by the Corps to identify final array of alternatives

Task 5 – Environmental Evaluation

The environmental analysis will focus on existing conditions inventory and assessment in an effort to maximize the environmental benefits of the project. An initial start-up meeting will be held with the project team to discuss the project and to determine future actions and responsibilities and to finalize a schedule for compliance activities and deliverables. Concurrent with this project, the U.S. Army Corps of

Engineers (Corps) is conducting an ecosystem restoration planning study (ER study) that includes the project reach of the South Platte River. We will help facilitate the Corps' planning effort by providing the Corps with relevant data and evaluations resulting from the project. Work tasks associated with the environmental analysis will be as follows:

Delineate Wetlands and Open Water

We will delineate all wetlands, open waters, and channels within the project area that may be under Corps jurisdiction through Section 404 of the Clean Water Act. Wetlands will be delineated following the methods in the revised online version of *Corps' Wetland Delineation Manual* (1987) and appropriate regional supplement. Open water and channels will be determined based on the presence of an ordinary high water mark as defined in 33 CFR Part 328. The boundaries of wetlands, open water, and channels will be mapped to sub-meter accuracy using a Global Positioning System (GPS), or, when appropriate, boundaries will be mapped onto an appropriately-scaled aerial photograph. The mapped boundaries will be incorporated into the project base mapping. A technical report will be prepared based on data gathered during fieldwork.

Map Riparian Vegetation Communities

During fieldwork for Task 1, we will inventory and map riparian vegetation along the South Platte River. Riparian communities will be classified according to the *Field guide to the wetland and riparian plant associations of Colorado* (Carsey 2003). Community boundaries will be digitized and converted to GIS shape files. The shape files will be provided to the project team and to the Corps. The riparian vegetation will be assessed for its quality and potential for restoration or enhancement. Notable noxious weed populations will also be mapped and described. The results of the mapping and assessment will be described in a technical report.

Wetland Functional Assessment

Using data gathered in Tasks 1 and 2, we will perform an assessment of the functions of the wetlands in the project area using the Functional Assessment of Colorado Wetlands Method (FACWet). The findings of the assessment will be provided to the Corps for its use in the ER study. We will also assess "Future without Project" conditions.

Longnose Dace Habitat Suitability Index Model

The Corps proposes to use the Habitat Suitability Index (HSI) Model for Longnose Dace in its ER Study. To aid the Corps, we will gather and provide data required to complete the model. We will gather field data on the habitat variables Percent Riffles, Substrate Type, and Percent Cover. Additional data will be collected from other existing sources (e.g., Colorado Parks and Wildlife, Colorado Department of Public Health and Environment) or by hydraulic modeling for the habitat variables Average Current Velocity, Maximum Depth of Riffles, and Average Maximum Spring and Summer Temperature. Using model methods, we estimate the representative sample reaches will be 1,500 linear feet in length and will include 10 transects each. Five representative reaches will be sampled: one reach downstream each of the confluences of Weir Gulch, Lakewood Gulch, and Cherry Creek and two reaches between Cherry Creek at York Street. The "Future without Project" conditions will also be assessed. Methods and data will be compiled into a technical report.

Sensitive Species and Other Natural Resources

During fieldwork, we will also note any additional natural resources that may affect the project, such as raptor or other migratory bird nests protected by the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act.

Environmental Summary Report

We will prepare an Environmental Summary Report that includes the results of the FACWet and Longnose Dace HSI studies. The report will also address migratory birds and any other noted resources. This task also includes preparing a summary of “Future without Project” results using the FACWet and Longnose Dace HSI methods. It is assumed that information on future conditions in the study area will be based on existing information provided by the project partners.

Assumption

The proposed tasks in this scope of work estimates the cost associated with Section 7 Consultation. However, working with the Service for approval should be viewed as a process in which unforeseen circumstances may change the tasks required and associated costs. ERO will modify its scope of work in the event of changing circumstances to assist the Engineer during the process.

Deliverables

- Electronic file with boundaries of riparian vegetation, wetlands and open water
- Completed Routine Wetland Determination Forms and FACWet assessment forms and figures
- Completed field data forms
- Longnose dace HSI report with forms and figures
- Environmental Summary Report

S. PLATTE RIVER - CONCEPTUAL DESIGN STUDY - PHASE I
FEE ESTIMATE
2-Mar-15

Merrick & Company

TASK #	STAFF CATEGORY	Senior Project Manager	Project Manager	Senior Engineer	Senior Project Engineer	Project Engineer	Design Engineer	Senior CADD Technician	GIS Specialist	ADMIN.	Survey Crew	CTL Thompson	ERO Resources	Wenk Associates	Restoration Group	Simons & Associates	Other Expenses and Travel	Total Task Hours (hrs)	Total Task Cost (\$)
	BILLING RATE (\$)	\$164.00	\$164.00	\$159.00	\$144.00	\$123.00	\$87.00	\$108.00	\$120.00	\$77.00									\$448,491
BASIC DESIGN SERVICES																			
TASK 1	PROJECT MANAGEMENT & MEETINGS																		
	Internal Management																		\$ -
	Weekly Administration (1/2 hr/wk 16 weeks)		8.0																\$ 1,312.00
	Invoices (4) and Subconsultant Invoice Coordination		16.0																\$ 2,624.00
	EVM Tracking (1.5 hrs/mo.)		6.0																\$ 984.00
	Monthly Progress Reports		2.0																\$ 328.00
	Project Setup		8.0																\$ 1,312.00
	Prepare Project Management Plan		16.0																\$ 2,624.00
	Project Schedule, Updates		2.0	10.0															\$ 1,918.00
	Subconsultant Agreements / Coordination		12.0																\$ 1,968.00
	Coordination with UDFCD, Denver & Stakeholders		10.0																\$ 1,640.00
	Coordination/Start-up Meeting with Corps (2/19/2015)		4.0			4.0													\$ 1,148.00
	General Corrdination with the Corps	4.0	28.0			36.0	16.0	16.0											\$ 12,796.00
	Coordination/Mtgs. w/ Design Team and Staff	8.0	13.0	4.0	4.0	8.0	4.0	2.0											\$ 6,204.00
	Progress/Stakeholder Mtgs (assume 8 mtgs); Mtg. Minutes	24.0	24.0			32.0											\$75		\$ 11,883.00
	Public Outreach																		\$ -
	Public Meeting (1)	4.0	4.0			6.0		2.0									\$50		\$ 2,316.00
	Workshops with Developers (4)	12.0	12.0			16.0		8.0									\$75		\$ 6,843.00
	Small group/individual Developer follow up meeting (2)		4.0			6.0											\$50		\$ 1,444.00
	Project Review/Quality Control			8.0															\$ 1,272.00
Task 1 Hours		52.0	169.0	22.0	4.0	108.0	20.0	28.0	0.0	0.0								403	
Task 1 Cost		\$8,528	\$27,716	\$3,498	\$576	\$13,284	\$1,740	\$3,024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$250		\$58,616
TASK 2	DATA ACQUISITION																		
	Project Kick-off Meeting - Gather / Review Data	3.0	3.0			6.0													\$ 1,722.00
	Review Previous S. Platte R. Hydraulic & Outfall Studies	2.0	4.0			8.0	8.0												\$ 2,664.00
	Review Transportation/Circulation/Neighborhood/Parks Plans	0.5	2.0			4.0	4.0												\$ 1,250.00
	Review Denver's Environmental Data for River (Denver GIS)	0.5	2.0			4.0	4.0												\$ 1,250.00
	Review Available Mapping - From UDFCD & Denver	0.5	1.0			4.0	4.0	2.0											\$ 1,302.00
	Review Denver As-builts (Water, Sewer, Storm)	0.5	2.0			8.0	8.0												\$ 2,090.00
	Utility Search (Dry utilities - gas, electric, fiber optic)	0.5	1.0			2.0	24.0												\$ 2,580.00
	Review Available Geotechnical Data/Reports	1.0	2.0			2.0													\$ 738.00
	Review City's Comprehensive Plan and "Areas of Change"	1.0	2.0			2.0													\$ 738.00
	Review Development/Redevelopment Proposals	1.0	2.0			4.0	4.0	2.0											\$ 1,548.00
	Review/Coordinate w/ National Western Complex Redevelopment	1.0	2.0			2.0	2.0	2.0											\$ 1,128.00
	Review/Coordinate w/ City's Stormwater Quality Planning	2.0	4.0			4.0	2.0	2.0											\$ 1,866.00
	Review City's WQ Soils Infiltration Maps	0.5	1.0			4.0		2.0											\$ 954.00
	Review Trees to be Removed/Saved w/ City Arborist	0.5	1.0			4.0		2.0											\$ 954.00
	Incorporate GIS ROW/Easement lines provided by City & UDFCD		2.0			4.0	2.0	4.0											\$ 1,426.00
	Prepare Base Mapping (Utility data, Lidar data, River survey)	0.5	1.0			20.0	8.0	40.0	28.0										\$ 11,082.00
	Prepare Existing River Cross Sections (pdf and CAD) for CWCB		1.0			2.0	8.0												\$ 1,106.00
	Data Collection Coordination w/ Subconsultants		4.0			2.0		2.0											\$ 1,118.00
Task 2 Hours		15.0	37.0	0.0	0.0	86.0	78.0	58.0	28.0	0.0								302	
Task 2 Cost		\$2,460	\$6,068	\$0	\$0	\$10,578	\$6,786	\$6,264	\$3,360	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$35,516
TASK 3	FLOODPLAIN ANALYSIS & HYDRAULIC MODELING - 6th Ave. to 19th St.																		\$ -
	(ALREADY COMPLETED)																		\$ -
	This task was completed during a previous design phase and																		\$ -
	included hydraulic modeling and analysis of the floodplain from																		\$ -
	6th Avenue to 19th Street.																		\$ -
Task 3 Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
TASK 4	IDENTIFICATION OF ALTERNATIVES																		
	Misc. Team Meetings/Site Visits	3.0	3.0			5.0	5.0										\$25		\$ 2,059.00
	Exceedance Analysis	0.5	2.0			2.0	8.0												\$ 1,352.00
	Existing Conditions Hydraulics																		\$ -
	Duplicate/Verify Olsson HEC-RAS Model	0.5	1.0			24.0	8.0												\$ 3,894.00
	Modify Sections due to River Survey		2.0			8.0	16.0												\$ 2,704.00

TASK #	STAFF CATEGORY	Senior Project Manager	Project Manager	Senior Engineer	Senior Project Engineer	Project Engineer	Design Engineer	Senior CADD Technician	GIS Specialist	ADMIN.	Survey Crew	CTL Thompson	ERO Resources	Wenk Associates	Restoration Group	Simons & Associates	Other Expenses and Travel	Total Task Hours (hrs)	Total Task Cost (\$)
	BILLING RATE (\$)	\$164.00	\$164.00	\$159.00	\$144.00	\$123.00	\$87.00	\$108.00	\$120.00	\$77.00									\$448,491
	Add Additional Sections	0.5	1.0			8.0	8.0												\$ 1,926.00
	Review and Update Manning's "n" values	0.5	2.0		8.0	8.0	40.0												\$ 6,026.00
	Misc. Model Corrections and Adjustments	1.0	2.0		6.0	16.0	24.0												\$ 5,412.00
	Map Existing Conditions 100-year Floodplain Limits	1.0	2.0			4.0	8.0	6.0											\$ 2,328.00
	Review/edit HEC-RAS with USACE (assume 2-day USACE visit to Merrick)	1.0	2.0			10.0	6.0												\$ 2,244.00
	2D Hydraulic Model (Low flow and 2-yr)																		\$ -
	Build 2D Low Flow/2-yr Model	4.0	8.0			12.0	32.0		4.0										\$ 6,708.00
	Calibrate 2D Model with HEC-RAS for 2-yr event	1.0	1.0			6.0	32.0												\$ 3,850.00
	2D Floodplain Model for Ringsby Ct. Overbank Spill																		\$ -
	Build 2D Floodplain Model	4.0	8.0			12.0	32.0		4.0										\$ 6,708.00
	Calibrate 2D Floodplain Model with HEC-RAS	1.0	1.0			6.0	32.0												\$ 3,850.00
	2D Floodplain Depth Results Map	2.0	2.0			4.0	16.0	24.0	6.0										\$ 5,852.00
	2D Floodplain GIS results (shapefiles - depth, ground, water surface)	1.0	1.0			1.0	4.0		4.0										\$ 1,279.00
	2D Floodplain Technical Memo	1.0	4.0			8.0	2.0												\$ 1,978.00
	Initial Concepts Development	8.0	8.0	8.0	8.0	16.0	16.0												\$ 8,408.00
	Field Meetings to Develop Alternatives (assume 2)	16.0	16.0			16.0	16.0										\$50		\$ 8,658.00
	Coordinate Major Utility Relocates with Utility Companies		1.0		8.0	2.0													\$ 1,562.00
	Corps Workshop to Identify Alternatives (2 days)	16.0	16.0			16.0	8.0												\$ 7,912.00
	Phase I Summary Memo																		\$ -
	Goals and Objectives	1.0	2.0			2.0													\$ 738.00
	Summary of Data Collected	1.0	2.0			2.0													\$ 738.00
	Opportunities and Constraints	2.0	4.0			4.0													\$ 1,476.00
	Existing Hydraulic Analysis	1.0	2.0		8.0	4.0	4.0												\$ 2,484.00
	River Corridor Plan and Typical Section Sketches (Wenk)	2.0	2.0			4.0	2.0	4.0											\$ 1,754.00
	Final Array of Alternatives	2.0	2.0	4.0		16.0	8.0												\$ 3,956.00
	Electronic Copies of Models Input Data					2.0	2.0	2.0											\$ 636.00
Task 4 Hours		71.0	97.0	12.0	38.0	218.0	329.0	36.0	18.0	0.0								819	
Task 4 Cost		\$11,644	\$15,908	\$1,908	\$5,472	\$26,814	\$28,623	\$3,888	\$2,160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75		\$96,492

Total Basic Services Hours	138.0	303.0	34.0	42.0	412.0	427.0	122.0	46.0	0.0									1524	
Total Basic Services Cost	\$22,632	\$49,692	\$5,406	\$6,048	\$50,676	\$37,149	\$13,176	\$5,520	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$325		\$190,624

SPECIAL SERVICES																			
TASK A	SURVEYING																		\$ -
	Project Control										\$3,378								\$ 3,378.00
	Topographic Survey of River Bottom		1.0	1.0		2.0					\$27,019								\$ 27,588.00
	Misc. Field Verification Survey (4 days of survey crew)	0.5	1.0			2.0					\$7,000								\$ 7,492.00
	Preparation of River Bottom Base Map (surface w/ contours)		1.0	1.0		2.0		2.0			\$11,741								\$ 12,526.00
	Survey Misc. San. & Storm Manholes (3 weeks of survey crew)	1.0	2.0			4.0	2.0	4.0			\$26,000								\$ 27,590.00
	Pothole Major Utility Crossings (assume 40 potholes @ \$600 ea.)	1.0	2.0			24.0	2.0	8.0			\$24,000								\$ 28,482.00
Task A Hours		2.5	7.0	2.0	0.0	34.0	4.0	14.0	0.0	0.0								64	
Task A Cost		\$410	\$1,148	\$318	\$0	\$4,182	\$348	\$1,512	\$0	\$0	\$99,138	\$0	\$0	\$0	\$0	\$0	\$0		\$107,056
TASK B	GEOTECHNICAL SERVICES (CTL Thompson)																		\$ -
	Review Available Existing Geotechnical Reports/Information	0.5	1.0	1.0		2.0						\$1,200							\$ 1,851.00
	Sediment Sampling - 20th Street to 58th Avenue	0.5	1.0			2.0						\$13,000							\$ 13,492.00
	Consultation Regarding Proposed Stream Improvements	1.0	2.0			2.0						\$1,800							\$ 2,538.00
																			\$ -
																			\$ -
																			\$ -
Task B Hours		2.0	4.0	1.0	0.0	6.0	0.0	0.0	0.0	0.0								13	
Task B Cost		\$328	\$656	\$159	\$0	\$738	\$0	\$0	\$0	\$0	\$0	\$16,000	\$0	\$0	\$0	\$0	\$0		\$17,881
TASK C	ENVIRONMENTAL SERVICES (ERO Resources)																		\$ -
	Start-up Meeting/Project Management		2.0			2.0							\$3,473						\$ 4,047.00
	Delineate Wetlands and Open Water	0.5	1.0			2.0		2.0					\$5,856						\$ 6,563.88
	Map Riparian Vegetation Communities	0.5	1.0			2.0							\$3,036						\$ 3,527.88
	Wetland Functional Assessment	0.5	2.0			2.0							\$1,726						\$ 2,381.50
	Sensitive Species and Other Natural Resources		0.5			1.0							\$1,502						\$ 1,706.50
	Longnose Dace HIS	1.0	2.0			6.0	4.0						\$8,281						\$ 9,858.88
	Identification of Alternatives	1.0	2.0			1.0							\$3,142						\$ 3,757.00
	Environmental Summary Report	0.5	1.0			2.0		1.0					\$2,722						\$ 3,322.00
																			\$ -
Task C Hours		4.0	11.5	0.0	0.0	18.0	4.0	3.0	0.0	0.0								41	
Task C Cost		\$656	\$1,886	\$0	\$0	\$2,214	\$348	\$324	\$0	\$0	\$0	\$0	\$29,737	\$0	\$0	\$0	\$0		\$35,165

TASK #	STAFF CATEGORY	Senior Project Manager	Project Manager	Senior Engineer	Senior Project Engineer	Project Engineer	Design Engineer	Senior CADD Technician	GIS Specialist	ADMIN.	Survey Crew	CTL Thompson	ERO Resources	Wenk Associates	Restoration Group	Simons & Associates	Other Expenses and Travel	Total Task Hours (hrs)	Total Task Cost (\$)
	BILLING RATE (\$)	\$164.00	\$164.00	\$159.00	\$144.00	\$123.00	\$87.00	\$108.00	\$120.00	\$77.00									\$448,491
TASK D	LANDSCAPE ARCHITECT SERVICES (Wenk Associates)																		\$ -
	Project Management & Meetings	4.0	4.0			4.0								\$31,130					\$ 32,934.00
	Data Acquisition & Review	2.0	4.0			2.0								\$35,230					\$ 36,460.00
																			\$ -
																			\$ -
																			\$ -
																			\$ -
Task D Hours		6.0	8.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0								20	
Task D Cost		\$984	\$1,312	\$0	\$0	\$738	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,360	\$0	\$0	\$0		\$69,394
TASK E	ECOLOGICAL RESTORATION (Restoration Group)																		\$ -
	Project Management & Meetings	4.0	4.0			4.0									\$5,281				\$ 7,085.00
	Data Acquisition & Review	1.0	2.0			2.0									\$7,853				\$ 8,591.00
																			\$ -
																			\$ -
																			\$ -
																			\$ -
Task E Hours		5.0	6.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0								17	
Task E Cost		\$820	\$984	\$0	\$0	\$738	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,134	\$0	\$0		\$15,676
TASK F	RIVER MORPHOLOGY (Simons & Assoc.)																		\$ -
	Meandering Low Flow Channel	1.0	1.0			2.0	2.0												\$ 748.00
	Emergent Wetland Benches	1.0	1.0			2.0	2.0												\$ 748.00
	Rock Jetties	1.0	1.0			2.0	2.0												\$ 748.00
	Sediment Transport Analysis	1.0	1.0			1.0													\$ 451.00
																\$10,000			\$ 10,000.00
																			\$ -
Task F Hours		4.0	4.0	0.0	0.0	7.0	6.0	0.0	0.0	0.0								21	
Task F Cost		\$656	\$656	\$0	\$0	\$861	\$522	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0		\$12,695
Total Special Services Hours		23.5	40.5	3.0	0.0	77.0	14.0	17.0	0.0	0.0								175	
Total Special Services Cost		\$3,854	\$6,642	\$477	\$0	\$9,471	\$1,218	\$1,836	\$0	\$0	\$99,138	\$16,000	\$29,737	\$66,360	\$13,134	\$10,000	\$0		\$257,867
Total Project Hours		161.5	343.5	37.0	42.0	489.0	441.0	139.0	46.0	0.0								1699	
Total Project Cost		\$26,486	\$56,334	\$5,883	\$6,048	\$60,147	\$38,367	\$15,012	\$5,520	\$0	\$99,138	\$16,000	\$29,737	\$66,360	\$13,134	\$10,000	\$325		\$448,491

Budget & Timeline Table - 6th Avenue to 58th Avenue River Study

Task	Description	Target Start Date	Target Completion Date	CWCB Funds	Denver/UDFCD Funds	Denver/UDFCD In-Kind Funding	Total
1	Project Management and Meetings	March 2015	March 2016	\$50,522.00	\$50,522.00	\$0.00	\$101,044.00
2	Data Acquisition	March 2015	June 2015	\$16,725.00	\$16,725.00	\$0.00	\$33,450.00
3	Floodplain Modeling and Hydraulic Analysis	March 2015	June 2015	\$0.00	\$0.00	\$362,570.00	\$362,570.00
4	Development of Alternatives	June 2015	March 2016	\$115,268.00	\$115,269.00	\$0.00	\$230,537.00
5	Conceptual Design of Selected Plan	June 2015	March 2016	\$39,346.00	\$39,347.00	\$0.00	\$78,693.00
6	Ecological and Special Services	March 2015	March 2016	\$227,288.00	\$127,289.00	\$0.00	\$354,577.00
	TOTALS			\$449,149.00	\$349,152.00	\$362,570.00	\$1,160,871.00

Proposed Schedule for Denver South Platte River 6th Avenue to 58th Avenue

[illegible]

Exhibit B
The Greenway Foundation
Water Supply Reserve Account Grant
Performance Monitoring Provisions

Statutory Requirements

For each personal services contract with a value over \$100,000, the individual selected by the state agency or institution of higher education (IHE), pursuant to CRS§ 24-103.5-101(3), shall monitor the contractor's work under the contract and shall certify as to whether the contractor is complying with the terms of the contract pursuant to CRS§ 24-103.5-101(5).

- (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: Grantee shall maintain receipts for all projects expenses and documentation of the minimum in-kind contributions per the budget in Exhibit A, Tasks 1-4. Per WSR A Criteria and Guidelines, retainage of 10% of the grant funds shall be withheld until receipt of the final report and all other deliverables
General Reporting: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract until the construction begins. The progress report shall describe the completion or partial completion of the statement of work leading up to the advertisement for bid and 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 the project. This report may contain photographs, summaries of meetings and reports/studies. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions per the budget in Exhibit A. Per WSR A Criteria and Guidelines, retainage of the grant funds shall be withheld until receipt of the final report and all other deliverables.
- (b) Accountability: Per WSR A 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 WSR A 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.