



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

May 4, 2015

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

RE: Notice to Proceed - WSRA Grant – CTGG1 2015-3229 Data Logger/Telemetry
Installation Project in the South Platte and Metro River Basins

Dear Brent,

This letter is to inform you that the Interagency Agreement CTGG1 2015-3229 to assist in the above WSRA grant project was approved on April 29, 2015. The original contracts and attachments 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 July 31, 2016. Please provide the project name, contract 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//

Brent Newman
Program Manager
Water Supply Planning Section
O 303.866.3441 x3222 | C 303.681.8420
1313 Sherman Street, Suite 723, Denver, CO 80203
Brent.newman@state.co.us
www.cwcb.state.co.us www.coloradowaterplan.com



STATE OF COLORADO
Colorado Water Conservation Board
INTERAGENCY AGREEMENT
with
Colorado Division of Water Resources
Contract Number CTGG1 2015-3229

1. PARTIES

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

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

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

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

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

B. Purpose

The Water Supply Reserve Account provides money for grants to complete water activities, which are broadly defined and include water supply and environmental projects and/or studies. This grant is for a Data Logger/Telemetry Installation Project in the South Platte and Metro River Basins.

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

The Parties respective performances under this Agreement shall commence on the date the Agreement is signed by the State Controller or delegate (Effective Date). The termination date is July 31, 2016 according to the schedule in **Exhibit A** unless sooner terminated or further extended as specified elsewhere herein. Either Party may terminate this Agreement by giving the other Party 30 days prior written notice setting forth the date of termination. Upon termination the liabilities of the Parties for future performance hereunder shall cease, but the Parties shall perform their respective obligations up to the date of termination.

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

Payee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before July 31, 2016.

B. Goods and Services

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

6. PAYMENTS-MAXIUM AMOUNT

The maximum amount payable under this Agreement to Payee by Payor is \$309,648. Payor shall make payment for purchases of goods and services within 45 days after receipt of valid invoices from Payee. Payments shall be made by an interagency transfer in lieu of a State warrant whenever possible. The maximum amount payable by Payor to Payee during each State fiscal year of this Agreement shall be:

\$309,648 in FY2015
\$309,648 in FY2016, minus any funds expended in FY2015
\$309,648 in FY2017, minus any funds expended in FY2016 and FY2015

7. RECORDS-MAINTENANCE AND INSPECTION

A. Maintenance

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

B. Inspection

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

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

9. FAILURE TO PERFORM-DISPUTES

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

10. NOTICE AND REPRESENTATIVES

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

Payor:

Brent Newman, Program Manager, Water Supply Planning Section
Colorado Water Conservation Board
1313 Sherman Street, Suite 718
Denver, CO 80203
Greg.newman@state.co.us

Payee:

Brent Schantz, Coordinator
Colorado Division of Water Resources
810 9 th Street, Suite 200
Greeley, CO 80631
Brent.schantz@state.co.us

11. GENERAL PROVISIONS

A. Assignment

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

B. Order of Precedence

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


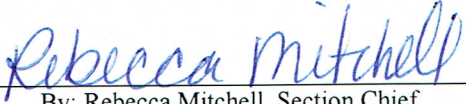
C. Third Party Beneficiaries-Negation

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

12. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS INTERAGENCY AGREEMENT

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

STATE OF COLORADO John W. Hickenlooper, Governor	
<p>Department of Natural Resources Division of Water Resources</p> <p> Signature</p> <p>By: (Print) <u>PATRICK J. MIKES</u> Title: <u>Chief Financial Officer</u></p> <p>Date: <u>4-22-15</u></p>	<p>Department of Natural Resources Mike King, Executive Director</p> <p> By: Rebecca Mitchell, Section Chief, Water Supply Planning Section, CWCB Signatory avers to the State Controller or delegate that Grantee has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: <u>4-22-15</u></p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

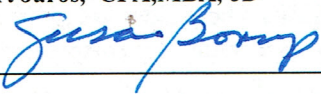
<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: </p> <p>Susan Borup, Controller Department of Natural Resources</p> <p>Date: <u>4/29/15</u></p>
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Exhibit A
Statement of Work

WATER ACTIVITY NAME – Data Logger/Telemetry Installation Project,
South Platte River Basin (Division 1)

GRANT RECIPIENT – Colorado Division of Water Resources

FUNDING SOURCE – South Platte, Metro and Statewide WSRA

INTRODUCTION AND BACKGROUND

Provide a brief description of the project.

This project would allow installation of Sutron Stage Discharge Recorders (SDR) on 112 measuring structures and telemetry on 67 measurement structures. In all, 152 measurement structures will either have an SDR, telemetry or both installed. Installation of this equipment will provide more efficient and flexible use of Water Commissioner and ditch personnel time and allow more timely distribution of data to water users. These recorders (SDR) will replace out dated equipment, including chart type recorders that require charts to be changed on an eight day schedule and require Water Commissioners and/or ditch personnel to break down the charts manually to obtain the necessary data. Data-loggers and telemetry will be installed on measuring structures in Districts 1, 2, 3, 4, 7, 9 and 64 within Division 1. The sites with telemetry will be available for reviewing and downloading of data on the DWR website.

OBJECTIVES

List the objectives of the project

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

dealing with the ever increasing requirement for data concerning the measurement of water for Administration and management.

The focus of this project will be on structures in Districts 1, 2, 3, 4, 7, 9 and 64. Data loggers and telemetry have been installed on many major diversion structures along the main stem South Platte and the Big Thompson and St. Vrain tributaries in a cooperative program between Northern Water, Lower South Platte Water Conservancy District, St. Vrain Left Hand Water Conservancy District and the Colorado Division of Water Resources with previous WSRA grants. This application is a continuation of these previous projects.

TASKS

Provide a detailed description of each task using the following format

TASK 1 – Site Identification

Make final identification of the sites to install data-loggers and telemetry.

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

Cannon Duck House Aug	Platteville (PVIM)	North Side Ditch
Goodrich recharge 5	Lupton Bottoms 14.5	Ouelette Ditch
Riverside inlet	Fulton	Outflow from South Complex to SP
highline canal	Rural	Pioneer Union/ Fox Hollow Golf
Goodrich recharge 3	Big Thompson Platte River	Pioneer Union/Tail Water Return
Goodrich recharge 1	Arvada Aug (Croke) to Ralston	Polly Dean Res Outlet
Hale Ditch	Arvada Aug (FHL) to Ralston	Ralston Res Outlet
Goodrich recharge 2	Bergen Ditch	Reno Juchem
JD Cornell	Bergen Res. #1 Outlet	Rhodes Middle Ditch
Arnie Good	Bergen Res. #2 Outlet	Sayer Lees Ditch
Patterson	Bergen Res. 1 & 2 Inlet	Slater and Moody Ditch
Western CCWCD Aug	Bergen Upper Ditch (Polly Dean Res) Inlet	Slater Ditch
Fulton Sec 1 Aug	Bluff Ditch	Soda Creek Aug (FHL)
Fulton Sec 2 Aug	Blunn Res. Outlet	Soda Lakes Inlet
Goodrich recharge 6	Bowles Lateral Ditch	Soda Lakes Outlet
Peterson LLC @ Settlers	Bowles Res Inlet	Swadley Ditch
Goodrich recharge 4	Bowles Res Outlet	Swadley Longan Ditch
Bath Pond	Brown and Baugh Ditch	Thornton Aug (FHL)
Dagenhart/Lundock	Circle Ditch	Upper Tule Res Outlet

D. Kautz Recharge	Clear Creek Platte River Ditch	Wadsworth Ditch
Evans #2	Coors Industrial Intake	Wadsworth-Graves Ditch
Southside Pond	Croke Canal	Wellington Res Outlet
Sandbar Recharge site	Croke inlet to Standley	Wellington Res/Mendenhall Ditch
Charlie Henry	East Res Rel.	West Gravel Lakes
Sand Hill Outlet	Farmers Highline Canal	West Gravel Lakes
Western	Farmers inlet Standley	Westminster Aug (FHL) to Ralston
Prewitt Outlet 2	Fisher Ditch Return	Wolff Ditch
platte canyon reservoir inlet	Grant B&C, Johnston & R. Creek Inflow	Jones
Lone Tree Ditch	Hodgson Ditch	Siebring
Cannon 1/2 Cir Aug	Homestead golf course	JoDee
Cannon Aug	Lakewood Gulch Aug	Shores A
LB CR 14.5 Aug	Lane Ditch	Shores B
PVIM Aug	Last Chance Ditch	Koenig
Prewitt Outlet 1	Lees and Baugh Ditch	Bernhardt
Prewitt Outlet 2	Lenna Gulch Aug off Aggie	Herman 1 (PVIM)
Prewitt Outlet to South Platte Ditch	Lower Tule Res Outlet	Herman 3 (Zechin)
Plumb	Nevada Ditch	Lehan
Ogilvy Lone Tree	Agricultural Aug Return	Loeffler
JB Cooke	Black Hawk Aug (Church Ditch)	Manhart Ditch
Lone Tree Lateral	Church Ditch	Manhart inlet to Jim Baker Res
Sand Creek Lateral	City Ditch	McBroom
Western Tail	City of Golden	Rocky Mountain Aug Return
FIDCO tail	Colorado Agricultural Ditch	Rocky Mountain Ditch
Plumb Ditch	Coors APOD 3 Ditch	Wannamaker Aug
Sand Hill Outlet	Coors Aug off FHL	Wannamaker Ditch
Western	Coors Industrial Return	Warrior
Evans #2	Dry Creek Aug	Water supply and Storage
Abbett Ditch	Fischer Ditch	Whitney
Hodgson Ditch	Harriman	Rural Tail Structure
Brighton Tail	Jim Baker Rel to Clear Creek	Kershaw Ditch
Kershaw Aug		Kershaw into Sheets Ponds

The selection of sites may be subject to change based on final coordination with Water Commissioners and water users.

TASK 2 – Equipment Purchase

Procurement of all necessary equipment will be completed as soon as possible upon receipt of a *Notice to Proceed* with the grant.

TASK 3 – Installation

The equipment will be installed in coordination with various Ditch company, Municipality, Conservancy District and Colorado Division of Water Resources personnel. No costs other than equipment and necessary materials for installation will be paid for with grant funds.

REPORTING AND FINAL DELIVERABLE

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

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

BUDGET

Provide a detailed budget by task including number of hours and rates for labor and unit costs for other direct costs (i.e. mileage, \$/unit of material for construction, etc.). A detailed and perfectly balanced budget that shows all costs is required for the State's contracting and purchase order processes. Sample budget tables are provided below. Please note that these budget tables are examples and will need to be adapted to fit each individual application. Tasks should correspond to the tasks described above.

Item	Unit Cost	Units	Total Cost
Datalogger			
Stage Discharge Recorder	\$1080.00	112	\$120,960.00
Float wheel 375mm	\$142.00	112	\$15,904.00
Float	\$90.00	98	\$8,820.00
Beaded Cable	\$18.00'	1600'	\$28,800.00
Counterweight	\$28.00	112	\$3,136.00
End hook set	\$25.00	112	\$2,800.00
Cost for Equipment			\$180,420.00
Freight			\$500.00
Total Cost SDR			\$180,920.00

Telemetry Package Northern

Item	Unit Cost	Units	Total Cost
Enclosure and equipment For telemetry on SDR Colorado Package	\$1450.00	27	\$39,150.00
Raven Modems	\$420.00 ea.	29	\$12,180.00
Concrete	\$4.00 bag	81	\$324.00
2" pipe for mast	\$44.00 pc	27	\$1188.00
10" PVC pipe	\$20 FT	81'	\$1620.00
Flex conduit	\$40 per 100'	600'	\$240.00

Total Cost for Telemetry Northern **\$54,702.00**

Telemetry Package outside Northern Water District Xlink CDMA

Item	Unit Cost	Units	Total Cost
Enclosure and equipment For telemetry on SDR Colorado Package	\$1653.00	42	\$69,426.00
Concrete	\$4.00 bag	120	\$480.00
2" pipe for mast	\$44.00 ea.	40	\$1760.00
Flex conduit	\$40 per 100'	900 '	\$360.00
12 volt battery	\$50 ea.	40	\$2000.00

Total for Metro Xlink Telemetry Package **\$74,026.00**

Total Project Cost: \$309,648.00

We submitted this WSRA Grant request to the South Platte and Metro Roundtables and have support from the SPBRT for \$103,216 and \$50,000 from Metro both BRT support the request for \$156,432 from the Statewide Account.

SCHEDULE

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

Data Logger Installation Project – South Platte Basin Schedule

Task	Start Date	Finish Date
1	Upon NTP	NTP + 60 days
2	NTP + 60 Days	NTP + 90 days
3	Upon receipt of Equipment	Receipt of equipment + 360 days
Final Report		Task 3 Finish Date +60 days

NTP = Notice to Proceed

PAYMENT

Payment will be made based on actual expenditures and invoicing by the applicant. Invoices from any other entity (i.e. subcontractors) cannot be processed by the State. The request for payment must include a description of the work accomplished by major task, and estimate of the percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent, identification of any major issues and proposed or implemented corrective actions. The last 5 percent of the entire water activity budget will be withheld until final project/water activity documentation is completed. All products, data and information developed as a result of this grant must be provided to the CWCB in hard copy and electronic format as part of the project documentation. This information will in turn be made widely available to Basin Roundtables and the general public and help promote the development of a common technical platform.

Locations of structures identified in WSRA Grant Application_DWR_2014

