

**STATE OF COLORADO GRANT AWARD LETTER  
INTERGOVERNMENTAL  
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<b>State Agency</b> Colorado Department of Natural Resources Colorado Water Conservation Board (CWCB) 1313 Sherman St, Room 718 Denver, CO 80203	<b>Grant Agreement Number</b> CMS 139268 CTGG12019-3549
<b>Grantee</b> Pitkin County Board of Commissioners 530 E. Main St., Suite 301 Aspen, CO 81611	<b>Grant Amount</b> \$171,216.00
<b>Grant Issuance Date</b> August 1, 2019	
<b>Grant Expiration Date</b> January 31, 2021	<b>Local Match Amount</b> \$628,784.00
<b>Grant Authority</b> 2018 CWCB projects bill, HB18-218, section 11, Implementation of the Colorado Water Plan Appropriation.	
<b>Grant Purpose</b> Blue River Integrated Watershed Management Plan The Robinson Ditch Project consists of a series of in-channel and bank improvements to the Roaring Fork River adjacent to the Robinson Ditch headgate. The improvements include modification of an existing boulder structure, construction of an engineered riffle and modifications to the Robinson Diversion inlet channel headgate.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>Exhibit A, Statement of Work.</li> <li>Exhibit B, Budget.</li> </ol> <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>The provisions of the other sections of the main body of this Grant.</li> <li>Exhibit A, Statement of Work.</li> <li>Exhibit B, Budget.</li> </ol>	

<b>Principal Representatives</b> For the State: Chris Sturm, Stream Restoration Coordinator Department of Natural Resources Colorado Water Conservation Board 1313 Sherman St., Room 718 Denver, CO 80203 chris.sturm@state.co.us 303-866-3441 x3236	For Borrower: Lisa MacDonald Paralegal/Healthy Rivers Program Manager Pitkin County Board of Commissioners 530 E. Main St., Suite 301 Aspen, CO 81611 lisa.macdonald@pitkincounty.com 970-920-5191
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**SIGNATURE PAGE**  
**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

**STATE OF COLORADO**  
Jared Polis, Governor  
Department of Natural Resources  
Colorado Water Conservation Board  
Dan Gibbs, Executive Director

By: JWH

Name: Tina Heltzel

Title: Budget + Policy Analyst

Date: 5/23/19

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: [Signature]

Name: Maggie Van Cleef

Title: Purchasing Director  
CO Department of Natural Resources

Date: 6/27/2019

## 1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

## 2. TERM

### A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

## 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in Exhibit B.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

- D. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- E. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- F. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- G. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- H. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- I. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- J. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- L. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- M. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- P. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- Q. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by

a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- R. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- S. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- T. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- U. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- V. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- W. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. **STATEMENT OF WORK**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### 5. **PAYMENTS TO GRANTEE**

##### A. **Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of

Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**D. Reimbursement of Grantee Costs**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

**E. Close-Out.**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**6. REPORTING - NOTIFICATION**

**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.E, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

**B. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State all violations of State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance which may include, without limitation, suspension or debarment.

**7. GRANTEE RECORDS**

**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

**B. Monitoring**

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole

discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to

Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and 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 under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

**10. INSURANCE**

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 Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

**11. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in



its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

## **12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

## **13. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

## **14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

## **15. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## **16. GENERAL PROVISIONS**

### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

### **B. Captions and References**

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. 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.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Colorado Water Conservation Board	
Water Plan Grant - Exhibit A	
Statement Of Work	
<b>Date:</b>	<b>05/23/19</b>
<b>Name of Grantee:</b>	<b>Pitkin County Board of Commissioners</b>
<b>Name of Water Project:</b>	<b>Robinson Ditch Diversion Modification</b>
<b>Funding Source:</b>	<b>Water Plan Grant</b>
<b>Water Project Overview:</b>	
<p>The Robinson Ditch Project (Project) consists of a series of in-channel and bank improvements to the Roaring Fork River adjacent to the Robinson Ditch headgate. The improvements include modification of an existing boulder structure, construction of an engineered riffle and modifications to the Robinson Diversion inlet channel and headgate.</p> <p>The existing structure has a change in water surface elevation greater than 2 feet, resulting in velocities and flow depths that prevent some fish species at certain life cycles from passing the structure. The configuration of the existing boulders creates a significant navigation hazard for commercial and private boaters.</p> <p>Project improvements will halve the water surface drop across the structure and spread the remainder of the water surface elevation change upstream, creating several riffles. This will greatly improve navigation and increasing passage-ability for wider range of aquatic species.</p> <p>Channel and bank stability created by the project improvements will reduce annual in-channel, heavy-equipment maintenance activities to remove sediment accumulation, readjust boulders, remove large woody debris, and rebuild of push up dams to maintain water surface elevations at the headgate.</p> <p>Water Plan Grant funding will be used for the site restoration (included in Task 2 described below), construction of the engineered riffle (Task 4 described below) and a portion of the improvements to the lower boulder grade control structure (Task 5 described below).</p>	
<b>Project Objectives:</b>	
<p>Objectives of Robinson Ditch Diversion Modification Project:</p> <ul style="list-style-type: none"> <li>• Safer boat passage</li> <li>• Increased fish passage</li> <li>• Improved headgate operations</li> <li>• Improved stability in channel and on banks</li> <li>• Reduced annual in-channel maintenance</li> <li>• Pilot project for future diversion improvement projects in the Roaring Fork Watershed</li> <li>• Enhance relationship with valley Irrigators</li> </ul>	

Tasks
<b>Task 1 – Project Planning, Design and Permitting</b>
<p><u>Description of Task:</u></p> <p>Task 1 focuses on the continued development of project design including hydraulic modeling. As part of this task the project team will complete construction plans and technical specifications. These construction documents will be used for the permitting process and for bidding and construction of the proposed improvements.</p> <p>The project team will complete and apply for permits with the US Army Corps of Engineers, the State of Colorado and Eagle County.</p> <p>Project planning will include coordination with project stakeholders and local, state and federal regulators. The project is currently at the 30% design stage with the plan of submitting permits in the fall of 2019</p> <p><b>The team has and will continue to solicit review and feedback from state and local stakeholders, including CPW and CWCB staff.</b></p> <p><b>Note: This task is not included in the CWCB grant amount. All costs will be paid for through other funding sources described as the Matching Funds.</b></p>

Method/Procedure:
<p>Standard engineering practices will be used to develop a design that meets the project's goals and objectives. Hydraulic models developed in HEC-RAS and SRH-2D will be used for information design decisions as it pertains to navigability, passage of aquatic species, channel and bank stability and flood conveyance.</p> <p>Construction plans will be created using AutoCAD Civil 3D and will follow standard engineering practices.</p> <p>Permit applications will be completed per the guidance of each respective regulatory agency.</p>
<p><u>Deliverable:</u></p> <p>Construction documents including plans, specifications and engineer's opinion of cost.</p> <p>Approved permits for the project from the US Army Corps of Engineers, State of Colorado and Eagle County.</p>
<b>Task 2 – Mobilization, Site Preparation, Construction Management</b>
<p><u>Description of Task:</u></p> <p>Task 2 includes the mobilization of the construction contractor, preparation and maintenance of the site during construction and inspection and management of the project during construction.</p> <p>The majority of this task will be performed by the construction contractor, including the installation and maintenance of erosion/sediment control Best Management Practices, preparing site access and care of water facilities such as cofferdams and dewatering pumps and filters.</p> <p>The task also includes a series of inspections conducted by the Grantee or their representation to verify proper construction of the project per the construction plans and technical specifications developed as part of Task 1.</p> <p><b>\$15,000 requested in this Water Plan Grant will be used for site restoration including the regrading and replanting of the bank access points, ditch restoration, and curb refurbishment at the access point.</b></p>
Method/Procedure:
<p>Preparation and management of the project site during construction will utilize construction techniques and Best Management Practices that are consistent with industry standards and in compliance with federal, state and local regulations.</p> <p>Regular inspections of the project during construction will be conducted.</p> <p>Equipment to be utilized will include excavators, dump trucks, front-end loaders and miscellaneous smaller earth moving equipment.</p>
<p><u>Deliverable:</u></p> <p>The completed construction of the overall project as described in the project construction plans and specifications (to be developed as part of Task 1).</p> <p>Contractor invoices related to the construction of this component of the overall project.</p> <p>The balance of funding required for this task will be paid through the Grantee's Matching Funds.</p>

<b>Task 3 - Upper Grade Control Structure</b>
<u>Description of Task:</u>
<p>Task 3 covers the materials, labor and equipment needed for construction of the Upper Grade Control Structure per the construction plans and technical specifications developed as part of Task 1.</p> <p>The upper grade control structure will be built in the Roaring Fork River approximately 185 feet upstream of the existing boulder grade control structure for the purpose of channel stability and to maintain the pool elevation in the inlet channel of the Robinson Diversion system.</p> <p>The structure includes approximately 425 tons of boulder and 175 cubic yards of alluvial backfill.</p> <p><b>Note: This task is not included in the CWCB grant amount. All costs will be paid for through other funding sources described as the Matching Funds.</b></p>
<u>Method/Procedure:</u>
<p>Construction of the Upper Grade Control will utilize construction techniques and Best Management Practices that are consistent with industry standards and in compliance with federal, state and local regulations.</p> <p>Equipment to be utilized will include excavators, dump trucks, front-end loaders and miscellaneous smaller earth moving equipment.</p>
<u>Deliverable:</u>
<p>The completed construction of the Upper Grade Control Structure as described in the project construction plans and specifications (to be developed as part of Task 1).</p> <p>Contractor invoices related to the construction of this component of the overall project.</p> <p>Photo documentation and as-built survey of the completed Upper Grade Control Structure.</p>
<b>Task 4 – Engineered Riffle &amp; Bank Improvements</b>
<u>Description of Task:</u>
<p>Task 4 covers the materials, labor and equipment needed for construction of the Engineered Riffle and Bank Improvements per the construction plans and technical specifications developed as part of Task 1.</p> <p>The engineered riffle and bank improvements will be built on the Roaring Fork River to spread out changes in water surface elevation over a longer horizontal distance, improving navigation for commercial and private boaters and improving upstream passage for aquatic species in the river. As a secondary benefit, the riffle will provide additional habitat for resident and transient fish and macroinvertebrates.</p> <p>Bank stability efforts will focus on existing banks through the project reach demonstration degradation and erosion.</p> <p>The riffle and bank improvements include approximately 430 tons of boulder and 460 cubic yards of alluvial backfill.</p> <p><b>The \$104,216. included in this Water Plan Grant request will be used to regrade the riffle, haul and dispose of the alluvial material (offsite), purchase, deliver and place riffle boulders, purchase deliver and place bank boulders, provide erosion control matting, purchase and place topsoil and revegetation of the bank.</b></p>
<u>Method/Procedure:</u>
<p>Construction of the Engineered Riffle and Bank Improvements will utilize construction techniques and Best Management Practices that are consistent with industry standards and in compliance with federal, state and local regulations.</p> <p>Equipment to be utilized will include excavators, dump trucks, front-end loaders and miscellaneous smaller earth moving equipment.</p>
<u>Deliverable:</u>
<p>The completed construction of the Engineered Riffle &amp; Bank Improvements as described in the project construction plans and specifications (to be developed as part of Task 1).</p> <p>Contractor invoices related to the construction of this component of the overall project.</p> <p>Photo documentation and as-built survey of the completed Engineered Riffle &amp; Bank Improvements.</p>

<b>Task 5 – Lower Grade Control Structure</b>
<u>Description of Task:</u>
<p>Task 5 covers the materials, labor and equipment needed for construction of the Lower Grade Control Structure per the construction plans and technical specifications developed as part of Task 1.</p> <p>The lower grade control structure will be built in the Roaring Fork River at approximately the same location as the existing structure to maintain channel stability in this reach of the Roaring Fork River.</p> <p>The structure includes approximately 1000 tons of boulder and 220 cubic yards of alluvial backfill. 626 tons of the boulder total, are existing boulders located on the site.</p> <p>The CWCB grant funding awarded in January 2019 will be used for the purchase, transport and delivery of additional boulders for the lower grade control structure improvements. The new boulders will be stored on site adjacent to the Robinson Diversion inlet channel on the north bank.</p> <p><b>The \$8,806 requested in this Water Plan Grant will be used for channel excavation of the lower grade structure. The \$43,194 requested in this grant will be used to rework the existing 626 tons of boulders in the lower grade control structure.</b></p>
<u>Method/Procedure:</u>
<p>Construction of the Lower Grade Control will utilize construction techniques and Best Management Practices that are consistent with industry standards and in compliance with federal, state and local regulations.</p> <p>Equipment to be utilized will include excavators, dump trucks, front-end loaders and miscellaneous smaller earth moving equipment.</p>
<u>Deliverable:</u>
<p>The completed construction of the Lower Grade Control Structure as described in the project construction plans and specifications (to be developed as part of Task 1).</p> <p>Contractor invoices related to the construction of this component of the overall project. Photo documentation and as-built survey of the completed Lower Grade Control Structure.</p> <p>The balance of funding required for this task will be paid through the Grantee's Matching Funds.</p>
<b>Task 6 – Robinson Diversion Headgate Improvements</b>
<u>Description of Task:</u>
<p>Task 6 covers the materials, labor and equipment needed for construction of Robinson Diversion Headgate Improvements per the construction plans and technical specifications developed as part of Task 1.</p> <p>The improvements will be made to the existing headgate and inlet channel to reduce the need for maintenance activities in the main channel of the Roaring Fork River and to improve system efficiency.</p> <p>The improvements will likely include a new sluice gate structure to remove sediment from the inlet channel, 300 tons of boulder and 350 cubic yards of alluvial backfill.</p> <p><b>Note: This task is not included in the CWCB grant amount. All costs will be paid for through other funding sources described as the Matching Funds.</b></p>
<u>Method/Procedure:</u>
<p>Construction of the Robinson Diversion Headgate Improvements will utilize construction techniques and Best Management Practices that are consistent with industry standards and in compliance with federal, state and local regulations.</p> <p>Equipment to be utilized will include excavators, dump trucks, front-end loaders and miscellaneous smaller earth moving equipment.</p>
<u>Deliverable:</u>
<p>The completed construction of the Robinson Diversion Headgate Improvements as described in the project construction plans and specifications (to be developed as part of Task 1).</p> <p>Contractor invoices related to the construction of this component of the overall project.</p> <p>Photo documentation and as-built survey of the completed Robinson Diversion Headgate Improvements</p>
<b>Budget and Schedule</b>
<p>This Statement of Work shall be accompanied by a combined Budget and Schedule that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in excel format.</p>

## Reporting Requirements

**Progress Reports:** The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status 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 Report:** At completion of the project, the applicant shall provide the CWCB a Final Report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

The CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

## Payment

Payment will be made based on actual expenditures and must include invoices for all work completed. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

Costs incurred prior to the effective date of this contract are not reimbursable. The last 10% of the entire grant will be paid out when the final deliverable has been received. All products, data and information developed as a result of this contract must be provided to CWCB in hard copy and electronic format as part of the project documentation.

## Performance Measures

Performance measures for this contract shall include the following:

- (a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit B. Per Water Plan Grant Guidelines, the CWCB will pay out the last 10% of the budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.
- (b) Accountability: Per Water Plan Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per Water Plan Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.
- (c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.
- (d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.

Colorado Water Conservation Board						
Water Plan Grant - Exhibit B						
Budget and Schedule						
Prepared Date: January 31, 2019						
Name of Applicant: Pitkin County						
Name of Water Project: Robinson Ditch Diversion Modification						
Project Start Date: May 2017						
Project End Date: January 2020						
Task No.	Task Description	Task Start Date	Task End Date	Grant Funding	Matching Funds	Total
1	Planning, Design, Permitting	May 1, 2017	June 30, 2019		\$184,007.00	\$184,007.00
2	Mobilization, Site Prep, Mgt	August 1, 2019	January 31, 2021	\$15,000.00	\$165,000.00	\$180,000.00
3	Upper Grade Control Structure	August 1, 2019	January 31, 2021		\$78,168.00	\$78,168.00
4	Riffle & Bank Improvements	August 1, 2019	January 31, 2021	\$104,216.00		\$104,216.00
5	Lower Grade Control Structure	August 1, 2019	January 31, 2021	\$52,000.00	\$83,159.00	\$135,159.00
6	Headgate Improvements	August 1, 2019	January 31, 2021		\$118,450.00	\$118,450.00
Total				\$171,216.00	\$628,784.00	\$800,000.00