



**COLORADO**

**Colorado Water  
Conservation Board**

Department of Natural Resources  
1313 Sherman Street, Room 718  
Denver, CO 80203

WSRF – Southwest – Upper San Juan WS Enhancement  
Partnership (WEP) Multiple Use Project  
POGG1 2020-2332

October 10, 2019

Mountain Studies Institute  
Attn: Marcie Bidwell, Executive Director  
679 E. 2<sup>nd</sup> Avenue, Suite B  
Durango, CO 81301

Dear Grantee:

We are pleased to inform you that the Colorado Department of Natural Resources, Colorado Water Conservation Board (CWCB) has approved your request for funding for your project pursuant to the WSRF Grant Program (“Program”). This letter authorizes you to proceed with Upper San Juan Watershed Enhancement Partnership (WEP) Multiple Use Project (“Project”) in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions, as they are requirements of this Grant to which you, Mountain Studies Institute, agree by accepting the Grant Funds.

If you have any questions or concerns regarding the project, please contact Megan Holcomb, Project Manager at 303-866-3441 or at [Megan.Holcomb@state.co.us](mailto:Megan.Holcomb@state.co.us). Please send all grant correspondence directly to Megan and cc me on your invoice billing requests.

Thank you.

Sincerely,

//s//

**Doriann Vigil**  
**Program Assistant II**  
O 303-866-3441 ext. 3250  
1313 Sherman Street, Rm. 719, Denver, CO 80203  
[Dori.vigil@state.co.us](mailto:Dori.vigil@state.co.us) / [cwcb.state.co.us](http://cwcb.state.co.us)





**STATE OF COLORADO**  
Department of Natural Resources

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<b>ORDER</b>				<b>*****IMPORTANT*****</b>			
<b>Number:</b> POGG1,PDAA,202000002332				The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.			
<b>Date:</b> 10/10/19							
<b>Description:</b> PDAA 2500 WSRF_MSI_UPPER SAN JUAN WEP				<b>BILL TO</b>			
<b>Effective Date:</b> 10/10/19 <b>Expiration Date:</b> 06/30/20				COLORADO WATER BOARD CONSERVATION 1313 SHERMAN STREET, ROOM 718 DENVER, CO 80203			
<b>BUYER</b>				<b>SHIP TO</b>			
<b>Buyer:</b>				COLORADO WATER BOARD CONSERVATION 1313 SHERMAN STREET, ROOM 718 DENVER, CO 80203			
<b>Email:</b>							
<b>VENDOR</b>				<b>SHIPPING INSTRUCTIONS</b>			
MOUNTAIN STUDIES INSTITUTE 1309 E 3rd AVE #106 DURANGO, CO 81301				<b>Delivery/Install Date:</b> - <b>FOB:</b> FOB Dest, Freight Allowed			
<b>Contact:</b> .							
<b>Phone:</b> .							
<b>VENDOR INSTRUCTIONS</b>							
<b>EXTENDED DESCRIPTION</b>							
<b>Line Item</b>	<b>Commodity/Item Code</b>	<b>UOM</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>MSDS Req.</b>	
1	G1000		0	0.00	\$7,500.00	<input type="checkbox"/>	
Description: PDAA 2500 WSRF_MSI_UPPER SAN JUAN WEP							
Service From: 10/10/19				Service To: 06/30/20			
<b>TERMS AND CONDITIONS</b>							
<a href="https://www.colorado.gov/pacific/osc/small-dollar-grant-award-terms-conditions">https://www.colorado.gov/pacific/osc/small-dollar-grant-award-terms-conditions</a>							
<b>DOCUMENT TOTAL = \$7,500.00</b>							



Last Update: July 31, 2018

## EXHIBIT A: SCOPE OF WORK

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**SWBRT WSRF GRANTEE AND FISCAL AGENT:** Mountain Studies Institute

**PRIMARY CONTACT:** Aaron Kimple

**ADDRESS:** 1309 E 3<sup>rd</sup> Avenue, Suite 106 Durango CO 81301

**PHONE:** 970-387-5161

**PROJECT NAME:** Concept Proposal: Upper San Juan Watershed Enhancement Partnership Multiple Use Project

### INTRODUCTION AND BACKGROUND:

The chosen consultant, Riverbend Engineering, LLC (Riverbend) will work in coordination with the Upper San Juan Watershed Enhancement Partnership (WEP) and Mountain Studies Institute (MSI, fiscal sponsor) to explore collaborative efforts to address water needs for a variety of water user groups including agricultural, recreation, environment, and municipal at the described location of San Juan River Village/Park Ditch Diversion.

Riverbend will construct a base map of the project area utilizing the best available public data and aerial imagery. Riverbend will use the base map to develop the concept phase of the project, and we will overlay approximate property boundaries, current and historical aerial survey data, easements and utilities, to the extent we are able to determine them. Riverbend will perform some limited field measurements to evaluate project feasibility. Riverbend will use this data to create a concept level plan and preliminary cost estimate that addresses improved river diversion structures, fish habitat, streambank erosion, riparian vegetation conditions, water quality and recreational access locations. This information will inform the Steering Committee's discussion with potential partners, the public and potential funding entities.

### TASKS:

- **Task 1-** Conduct field survey of project area locations of key project components  
**Description:** Basic field survey of project area at locations of key project components, i.e. head gate locations, orientations, sizes, heights, boat ramp locations and access road location and bank stabilization locations and how they interface with channel plan and profile.
- **Task 2-** Conduct gauge data analysis for San Juan River  
**Description:** Determine annual/seasonal/diurnal flow variations and expected flood flow values to understand breadth of design flow considerations for river improvements.
- **Task 3-** Assess general channel geomorphic conditions  
**Description:** Basic channel survey measuring key channel geometry parameters. Sediment analysis, photo documentation of riparian health and project areas.
- **Task 4-** Create base map of project site  
**Description:** Map with approximate property boundaries, bridge and road locations, general utility locations, FEMA floodplain boundaries.

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- **Task 5-** Create concept design drawings, preliminary cost estimate and narrative of improvement features.

**Description:** Provide (5) 11X17 Paper Concept Design drawings of improvement features, preliminary budget and brief narrative for each component of design and overall project approach.

**DELIVERABLES:** Base map of the project site. Concept Design Drawing and Cost Estimate.

**REPORTING AND FINAL DELIVERABLE:**

At completion of the project, MSI will provide SWBRT and CWCB a final report that summarizes the Concept Design Plan. Further, MSI and potentially steering committee members of WEP will share project plan updates and lessons learned through in-person presentations to the SWBRT.



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**CONSULTANT SERVICES (PROPOSED):**

## RIVERBEND ENGINEERING

14 June 2019

Aaron Kimple  
Mountain Studies Institute  
679 E 2<sup>nd</sup> Avenue, Suite 8,  
Durango, CO 81301

**RE: Proposal for Engineering Services  
San Juan River Village/Park Ditch Improvement Project**

Dear Aaron,

Riverbend Engineering, LLC (Riverbend) is pleased to present this proposal for consulting services to Mountain Studies Institute (MSI). The SJWEP steering committee is exploring a collaborative effort to address water needs for a variety of user groups including agricultural, recreational, environmental, and municipal at the described location. It is our understanding the SJWEP is reaching out to potential partners and the community in general to assess interest and willingness and would like to have a concept level plan and preliminary cost estimate to assist in discussions. The concept plan would incorporate the following design components:

- River Bank Stabilization above Park Ditch Diversion @ Land Slide Area
- River Diversion Improvements @ Park Ditch Diversion
- River Restoration and Habitat improvements @ San Juan River Village
- River Access and Parking improvements @ South Property Boundary

In accordance with our understanding of the project needs, we propose the following tasks:

### TASK #1: CONCEPT DESIGN DRAWINGS/PRELIMINARY BUDGET

Riverbend will construct a base map of the project area utilizing the best available public data and aerial imagery. Riverbend will use the base map to develop the concept phase of the project, and we will overlay approximate property boundaries, current and historical aerial survey data, easements and utilities, to the extent we are able to determine them. Riverbend will perform some limited field measurements to evaluate project feasibility. Riverbend will use this data to create a concept level plan and preliminary cost estimate that addresses improved river diversion structures, fish habitat, streambank erosion, riparian vegetation conditions, water quality and recreational access locations. This information will inform the Steering Committee's discussion with potential partners, the public and potential funding entities.

**Deliverables:** Base map of the project site. Concept Design Drawing and Cost Estimate

**Fixed Fee:** \$10,000.00



102 THIRD STREET PAGOSA SPRINGS CO 81147 • PHONE: 970.264.1195 • ADMIN@RIVERRESTORATION.COM  
5929 PAULINE ST. NW. • ALBUQUERQUE, NM 87107 • PHONE: 505.344.3315 • FAX: 505.344.0698 • WWW.RIVERRESTORATION.COM



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## ADDITIONAL SERVICES

Additional Services are defined as all other consulting work performed for MSI that is not described in the Scope of Services described above in Task #1. Riverbend will not commence work on any Additional Services without first obtaining authorization from MSI. Additional Services will be billed on a Time & Materials basis, in accordance with the rates set forth in the attached Fee Schedule. MSI and Riverbend may negotiate additional tasks to be accomplished on a fixed fee basis, as requested.

Some examples of Additional Services include:

- Performing a detailed topographic survey
- Designing a final (Construction-Ready) plan set & cost estimate
- Serving as USACE 404 Permit Application Agent
- Obtaining Environmental impact assessments, related to 404 permitting
- Obtaining Archaeological site assessments, related to 404 permitting
- Performing Construction Management & Oversight
- Serving as General Contractor
- Collecting as-built conditions and other monitoring requirements, if required by 404 permit

## CLIENT RESPONSIBILITIES

MSI will provide Riverbend with existing documents related to the property including boundary maps. MSI will provide copies of documents prepared by other consultants related to this project if any exist. MSI will inform Riverbend regarding utilities, easements, and other site constraints to the extent that MSI is aware of such features. MSI will provide Riverbend access to the subject property to accomplish Riverbend's work. MSI agrees to provide Riverbend with timely and specific feedback on all documents Riverbend provides to MSI for review and comment, and when requested, MSI agrees to provide Riverbend with approvals or authorizations in written form. In the event that property boundaries must be established on the ground, MSI agrees to pay for the services of a professional Land Surveyor, and that such work is not included in Riverbend's services.

## PAYMENTS FOR SERVICES

Riverbend shall perform all work in accordance with the Fee Basis described above, plus any applicable taxes or submittal fees Riverbend pays on behalf of MSI. Invoices will be issued at the end of each fixed fee task, and monthly for any T & M work based upon project progress, if additional services are rendered. Invoices are payable upon receipt. If MSI fails to make any payment due Riverbend for services within thirty days after receipt of Riverbend's statement therefore, the amounts due Riverbend will be increased at the rate of 1½% per month from said thirtieth day, and in addition, Riverbend may, after giving seven days' written notice to MSI, suspend services under this Agreement until Riverbend has been paid in full all amounts due for services, expenses and charges. In the event this account is turned over to an attorney or collection agency for collection or perfection of a lien, MSI agrees to pay for all fees and costs associated with these collection efforts.

## ENGINEER'S RESPONSIBILITIES

Riverbend agrees to be responsible, within current standards of care, for their own employee's negligent acts, errors, or omissions, but is in no way responsible for the negligent acts, errors, or omissions of others. Riverbend is not responsible for construction site safety or for the actions of a construction contractor. In any event, the total aggregate liability of Riverbend shall be limited to the fees actually paid to Riverbend





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for these services. Riverbend carries General Liability and Professional Design Liability Insurance coverage's, certificates of which are available upon request.

Riverbend shall strive to perform the services described herein to standards of care common to the local practice of civil engineering, and as such, does not warrant that such services are perfect or without flaw. This agreement shall be governed by and construed in accordance with the laws of the State of Colorado. A competent Colorado court shall try any litigation associated with disputes arising out of this agreement.

## TERMINATION


MSI or Riverbend may terminate this Agreement by giving thirty (30) days written notice to the other party. MSI may suspend Riverbend's services under this agreement by delivering written notice to Riverbend, the suspension of services to commence with the receipt by Riverbend of such notice. In either event, MSI shall forthwith pay Riverbend in full for all work previously authorized and performed prior to the receipt of notice. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

## SIGNATURES

If this proposal meets with your approval, please sign in the space provided, and return one copy to our office to serve as our authorization. Once we have received a signed agreement, we will commence our work.

Sincerely,

APPROVED:

  
\_\_\_\_\_  
Christopher S. Philips, PE  
Owner, Riverbend Engineering, LLC  
Date \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Aaron Kimple MSI  
Date: \_\_\_\_\_



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## RIVERBEND ENGINEERING, LLC FEE SCHEDULE

Effective January, 2015

### LABOR COSTS:

PRINCIPAL ENGINEER	\$120.00/HR
STAFF ENGINEER	\$95.00/HR
ENGINEERING INTERN	\$75.00/HR
FIELD TECHNICIAN	\$65.00/HR
BIOLOGIST	\$80.00/HR
CAD OPERATOR	\$65.00/HR
CLERICAL	\$50.00/HR
EXPERT WITNESS	\$150.00/HR

### MATERIAL COSTS & REIMBURSED EXPENSES

MILEAGE	\$0.535/MI
TRAVEL EXPENSES	Cost plus 10%
TELEPHONE & FAX	Cost plus tax
B & W PLOTS ON BOND	\$1.00/SF
COLOR PLOTS ON BOND	\$5.00/SF
PHOTOCOPIES	\$0.10/EA
OTHER DIRECT EXPENSES	Cost plus 10%

NOTE: All charges are subject to applicable taxes.



## EXHIBIT B: PROJECT BUDGET AND SCHEDULE

MSI respectfully requests \$7,500 from the Southwest Basin Roundtable & CWCB WSRF funds. We requested \$750 from both the Trout Unlimited (National) and The Nature Conservancy in conjunction with MSI cash match of \$200 towards a total budget of \$3,500 (15% match). MSI anticipates in-kind contributions of 12-15 steering committee members (at least 1 meeting) as \$1,800 in-kind funding (based on professional volunteer rate of \$75/hour for 2 hours, 16% match).

Colorado Water Conservation Board						
Water Supply Reserve Fund						
EXHIBIT B - BUDGET AND SCHEDULE - Direct & Indirect (Administrative) Costs						
Date: July 3, 2019						
Water Activity Name: Upper San Juan Watershed Enhancement Partnership						
Grantee Name: Mountain Studies Institute						
Task No. <sup>(1)</sup>	Description	Start Date <sup>(2)</sup>	End Date	Matching Funds (cash & in-kind) <sup>(3)</sup>	WSRF Funds (Basin & Statewide combined) <sup>(3)</sup>	Total
1	Concept Design Plan	October 2019	June 2020	\$3,500	\$7,500	\$11,000
						\$0
Total				\$3,500	\$7,500	\$11,000
(1) The single task that include costs for Grant Administration must provide a labor breakdown (see Indirect Costs tab below) where the total WSRF Grant contribution towards that task does not exceed 15% of the total WSRF Grant amount.						
(2) Start Date for funding under \$100K - 45 Days from Board Approval; Start Date for funding over \$100K - 90 Days from Board Approval.						
(3) Round values up to the nearest hundred dollars.						
<ul style="list-style-type: none"> <li>Additional documentation providing a Detailed/Itemized Budget may be required for contracting. Applicants are encouraged to coordinate with the CWCB Project Manager to determine specifics.</li> </ul>						
<ul style="list-style-type: none"> <li>Reimbursement eligibility commences upon the grantee's receipt of a Notice to Proceed (NTP)</li> </ul>						
<p>The CWCB will pay the last 10% of the entire water activity budget when the Final Report is completed to the satisfaction of the CWCB staff project manager. Once the Final Report has been accepted, the final payment has been issued, the water activity and purchase order (PO) or contract will be closed without any further payment. Any entity that fails to complete a satisfactory Final Report and submit to the CWCB with 90 days of the expiration of the PO or contract may be denied consideration for future funding of any type from the CWCB.</p>						
<ul style="list-style-type: none"> <li>Additionally, the applicant shall provide a progress report every 6 months, beginning from the date of contract execution</li> </ul>						
<ul style="list-style-type: none"> <li>Standard contracting procedures dictate that the Expiration Date of the contract shall be 5 years from the Effective Date.</li> </ul>						

**TABLE 1.1: Budget**

Task	Description	SWBRT WSFR Funds	TU Funds	TNC Funds	MSI Funds	Other Funding In-Kind	Total
1	Field survey of project area locations of key project components	\$ 1,500	\$ 150	\$ 150	\$ 40	\$ 360	\$ 2,200
2	Gauge data analysis for San Juan River	\$ 1,500	\$ 150	\$ 150	\$ 40	\$ 360	\$ 2,200
3	General channel geomorphic assessment	\$ 1,500	\$ 150	\$ 150	\$ 40	\$ 360	\$ 2,200
4	Create base map of project site	\$ 1,500	\$ 150	\$ 150	\$ 40	\$ 360	\$ 2,200
5	Create concept design drawings, preliminary budget/cost estimate and brief narrative of improvement features	\$ 1,500	\$ 150	\$ 150	\$ 40	\$ 360	\$ 2,200
	<b>TOTAL</b>	<b>\$ 7,500</b>	<b>\$ 750</b>	<b>\$ 750</b>	<b>\$ 200</b>	<b>\$ 1,800</b>	<b>\$ 11,000</b>

**TABLE 1.2: Total Cost Distribution by Project Personnel for Southwest Basin Roundtable Fund Request**

Tasks	Concept Design Contractor Tasks	Senior engineer hrs \$110.00	Field or CAD Tech hrs \$75.00	Office staff hrs \$65.00	Labor Totals	mileage (@ \$0.55 /mi.)	Total for task
1	Gauge Analysis	6.0	3.0		\$885		
2	GPS Survey of key features of project	4.0	4.0		\$740	24	
3	Geomorphic Assesment	6.0	6.0		\$1,110	12	
2	Concept Design bank stablilization	8.0	3.0		\$1,105		
4	Concept Design River Diversion Structure	10.0	3.0		\$1,325		
5	Concept Design Habitat Enhancment	8.0	3.0		\$1,105		
3	Concept Design road access, parking area, boat ramp	12.0	3.0		\$1,545		
7	Concept Design Narrative/Preliminary Budget	8.0	4.0	5.0	\$1,505		
8	Meetings with project partners	6.0			\$660		
<b>Subtotal for Construction Phase Services:</b>		68.0	29.0	5.0	\$9,980	\$ 20	\$10,000

**TABLE 1.3: Total Cost Distribution of Associated Miscellaneous Expenses for Southwest Basin Roundtable Fund Request**

Concept Design Contractor Tasks	\$10,000.00
MSI Administrative Indirect Fee (10%)	\$1,000.00
<b>Total Project Cost</b>	<b>\$11,000.00</b>

**SCHEDULE:**

Concept Design Plan tasks will be dependent upon interest levels and access agreement of site stakeholders, location conditions (i.e. river flows), and contract initiation.

The Concept Design Plan tasks from the consultant are expected to commence in the fall of 2019 and continue for a period of approximately 1-2 months, depending on site access and river conditions.

Completed reporting will be delivered to SWBRT/CWCB within 6 months of initiation.