



June 13, 2022

CMS# 176315
CTGG1 PDAA 2022*3456

Eagle Vail Metropolitan District
PO Box 5660
Avon, CO 81620

To Whom It May Concern:

We are pleased to inform you that the Colorado Water Conservation Board has approved your application for funding pursuant to the Water Plan Grant ("Program") in the amount of \$413,915.00. This letter authorizes you to proceed with the Stone Creek Restoration Phase II ("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 Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact: Steven Reeves at steven.reeves@state.co.us.

GRANT AWARD LETTER
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Colorado Department of Natural Resources Colorado Water Conservation Board	Grant Number CMS#176315 Encumbrance # CTGG1 PDAA 2022*3456 Water Plan Grant
Grantee Eagle Vail Metropolitan District	
Grant Issuance Date The date the State Controller or an authorized delegate signs this Grant Letter	Grant Amount Total for all State Fiscal Years: \$413,915.00
Grant Expiration Date May 31, 2027	Local Match Amount (“Matching Funds”) Total for all State Fiscal Years: \$5,111,889.00
Grant Authority Authority for this grant is found in House Bill HB21-1260, funding for the Colorado Water Plan. This grant agreement is exempt from the Procurement Code under 24-101-105(1)(a)(II.5) C.R.S.	
Grant Purpose Construct a long-term solution that will help us better use the water in Stone Creek for multiple benefits, primarily focusing on the protection and enhancement of our aquatic resources. Phase 2 will address over-widened stream channel, bank stabilization, sediment aggradation, water quality, and fish passage through specific sections of Stone Creek.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A, Statement of Work. 2. Exhibit B, Budget and Schedule. 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: 1. The provisions of the other sections of the main body of this Grant. 2. Exhibit A, Statement of Work. 3. Exhibit B, Budget and Schedule.	

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Natural Resources Dan Gibbs, Executive Director Colorado Water Conservation Board</p> <p>DocuSigned by: <i>Anna Mauss, P.E.</i> 323B853CC868467...</p> <p>By: Anna Mauss, P.E. Chief operating officer Date: June 15, 2022 7:21 AM PDT</p>	<p>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.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Ion Cotsapas</i> 70E3DF1B09EE4E8...</p> <p>By: Ion Cotsapas DNR Procurement Director Date: June 15, 2022 4:41 PM MDT</p>
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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. 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; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. **Matching Funds**

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Matching Funds”). 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 potentially affecting the Award.

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. 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 or as, 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 Federal and 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.

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

EXHIBIT A, STATEMENT OF WORK

The project goal for Phase 2 is to construct a long-term solution that will help us better utilize the water in Stone Creek for multiple benefits. The primary focus is the protection and enhancement of our aquatic resources. Phase 2 would address over widened stream channel, bank stabilization, sediment aggradation, water quality, and fish passage through these sections of Stone Creek. Our emphasis is to create a balanced self-sustaining aquatic ecosystem with beautiful/resilient ponds and streams. The project would also allow for public engagement and education.

Phase 2 List of objectives:

- Remove nine man-made boulder dams that are causing sediment aggradation, bank erosion, poor water quality, and that are a fish barrier.
- Implement a series of smaller drops to improve hydraulics, fish passage, provide habitat, and spawning beds.
- Create a low flow channel within a bankfull channel to alleviate sediment aggradation and floodplain connectivity spring runoff, high flow events, and riparian inundation.

Phase 2 is separated into two sections for Stone Creek. Section A is a 631 ft. section of Stone Creek and Section B is an 832 ft. section of Stone Creek that has been identified with the following deficiencies. Deficiencies such as; inadequate channeling, hydraulic influences, water quality, man-made alterations & structures, eroded banks, and poor fish passage.

The overly wide channel in these sections (Phase 2) is producing aggradation of sediment in the creek and ponds. Also, in this section the creek is not connected to the floodplain therefore producing erosive velocities that are causing erosion and failing stream banks. There are also nine man-made boulder dams that are too great for fish passage and that affect the overall slope of the channel and the sediment carrying capacity of the creek in these sections. These oversized dams were constructed to create ponds. In doing so, these structures have created large shallow pools that collect sediment and reduce depth for habitat throughout the pools. With the low gradient and the excess width, this has allowed for suspended materials to settle and accumulate in slow moving water thus creating "sediment" islands. Also, in high water flow events such as runoff, the flow is pushed outward causing erosion and unstable banks. These dams not only create shallow depths, collect sediment, and influence bank erosion they also make fish passage nearly impossible.

Phase 2 will include developing a defined channel through these sections. This would allow for adequate stream flow during all seasons whether high runoff or low flow. The channel would provide consistent water movement, regardless of flow and eliminate excess sediment build up. This channel would also improve water quality and provide access for fish to move freely up and down stream. Phase 2 will also consist of eliminating the nine man-made boulder dams. By removing the dams, it would create a more desirable slope through these sections and a series of drops composed of boulder cross vanes would be implemented. Each drop would be 1 to 2 feet in height with a recommended slope of 1% between each drop. Not only would these boulder cross vanes improve the slope through these sections, but they would aid a great deal in erosion control, bank stabilization, fish passage, fish habitat and better water quality. Additionally, Phase 2 will stabilize the creek banks to improve floodplain connectivity. This will allow relief when waters are high not compromising the integrity of the creek banks. Throughout the process public engagement and education would also take place so that the residents of EagleVail can learn to become good stewards of Stone Creek.

EXHIBIT B, BUDGET AND SCHEDULE



COLORADO
Colorado Water
Conservation Board
Department of Natural Resources

Colorado Water Conservation Board
Water Plan Grant - Detailed Budget and Schedule

Prepared Date: Scott Schreiber
Name of Applicant: EagleVail Metro District
Name of Water Project: Stone Creek Restoration Phase II

Stone Creek Restoration - Phase II Final Engineering and Construction

Task 1 - Engineering			Water Consultants						Subcontracts				
Sub-task	Task State Date	Task End Date	Principal (S. Schreiber)	Engineering Specialist (D. Ludwig)	Engineering Designer (A. Giles)	Engineering Technician I (B. Trotter)	Engineering Technician II (M. Octavidya)	Subtotal	Revegetation (AloTerra)	Subtotal	Project Total	CWCB Funds	Matching Funds
			\$ 231	\$ 157	\$ 129	\$ 115	\$ 100		Lump sum				
			Estimated Hours						Estimated Cost				
Project Mananment, Meetings, Coordination, and Site Visits	Effective Date	10/1/2022	6	6			4	\$ 2,728		\$ -	\$2,728	\$ 1,364.0	\$ 1,364.0
Public Education and Outreach	Effective Date	10/1/2022	6	4			4	\$ 2,874		\$ -	\$2,874	\$ 1,437.0	\$ 1,437.0
Hydraulic Modeling	Effective Date	7/1/2022	6	16			8	\$ 5,218		\$ -	\$5,218	\$ 2,609.0	\$ 2,609.0
60% Desings	Effective Date	7/1/2022	6	20			8	\$ 5,746		\$ -	\$5,746	\$ 2,873.0	\$ 2,873.0
Floodplain Permitting	Effective Date	7/1/2022	6	24			16	\$ 7,394		\$ -	\$7,394	\$ 3,697.0	\$ 3,697.0
100% Designs	Effective Date	8/1/2022	8	33	8		20	\$ 10,361	\$ 10,000	\$ 10,000	\$20,361	\$ 10,180.5	\$ 10,180.5
Preparation of construction documents (bid docs, specs)	7/1/2022	8/1/2022	8	24				\$ 5,616		\$ -	\$5,616	\$ 2,808.0	\$ 2,808.0
Expenses (Mileage, Printing, Plotting, Lodging)	Effective Date	10/1/2022						\$ 5,000			\$5,000	\$ 2,500.0	\$ 2,500.0
Engineering Subtotal											\$ 54,937	\$ 27,469	\$ 27,469
Task 2 - Construction													
Item	Task State Date	Task End Date	Unit	Quantity	Unit Cost	Total Cost						CWCB Funds	Matching Funds
Mobilization And Demobilization	8/15/2022	10/1/2022	LS	1	\$ -	\$ 50,000						\$ 25,000	\$ 25,000
Water Control And Dewatering	8/15/2022	10/1/2022	LS	1	\$ -	\$ 10,000						\$ 5,000	\$ 5,000
Construction Staking & Surveying	8/15/2022	10/1/2022	LS	1	\$ -	\$ 10,000						\$ 5,000	\$ 5,000
Erosion And Sediment Control	8/15/2022	10/1/2022	LS	1	\$ 10,000	\$ 10,000						\$ 5,000	\$ 5,000
24" Boulders (B24), Crest Boulders	8/15/2022	10/1/2022	EA	120	\$ 250	\$ 30,000						\$ 15,000	\$ 15,000
24" Boulders (B24), Feature Boulders	8/15/2022	10/1/2022	EA	184	\$ 250	\$ 46,000						\$ 23,000	\$ 23,000
Type VI Void-Filled Riprap With Cobble Top-Dress	8/15/2022	10/1/2022	CY	2,216	\$ 90	\$ 199,467						\$ 99,733	\$ 99,733
Riparian Seeding And Planting	8/15/2022	10/1/2022	SF	61,017	\$ 0	\$ 7,322						\$ 3,661	\$ 3,661
2" Caliper Trees	8/15/2022	10/1/2022	EA	50	\$ 500	\$ 25,000						\$ 12,500	\$ 12,500
Erosion Control Blanket (Koirmat 1000)	8/15/2022	10/1/2022	SY	1,652	\$ 20	\$ 33,032						\$ 16,516	\$ 16,516
Erosion Control Blanket (Koirmat S400B)	8/15/2022	10/1/2022	SY	4,895	\$ 10	\$ 48,951						\$ 24,476	\$ 24,476
Koir Logs	8/15/2022	10/1/2022	LF	2,525	\$ 10	\$ 25,249						\$ 12,624	\$ 12,624
Log Structure	8/15/2022	10/1/2022	EA	26	\$ 300	\$ 7,800						\$ 3,900	\$ 3,900
Educational Signage	8/15/2022	10/1/2022	EA	4	\$ 500	\$ 2,000						\$ 1,000	\$ 1,000
Earthwork	8/15/2022	10/1/2022	CY	4,102	\$ 10	\$ 41,020						\$ 20,510	\$ 20,510
Import Fill	8/15/2022	10/1/2022	CY	1,886	\$ 30	\$ 56,571						\$ 28,286	\$ 28,286
Construction Observation	8/15/2022	10/1/2022	LS	1	\$ 30,000	\$ 30,000						\$ 15,000	\$ 15,000
Adaptive Management	8/15/2023	10/1/2023	LS	1	\$ 20,000	\$ 20,000						\$ 10,000	\$ 10,000
Contingency (≈20%)	8/15/2022	10/1/2022	LS	1	\$ 120,482	\$ 120,482						\$ 60,241	\$ 60,241
Construction Subtotal						\$ 772,893						\$ 386,447	\$ 386,447
Project Total (CWCB Funds / Matching Funds)											\$ 413,915	\$ 413,915	
Project Total												\$ 827,830	