

# STATE OF COLORADO

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## Colorado Water Conservation Board

### Department of Natural Resources

1580 Logan Street, Suite 600  
Denver, Colorado 80203  
Phone: (303) 866-3441  
Fax: (303) 894-2578  
[www.cwcb.state.co.us](http://www.cwcb.state.co.us)



April 22, 2014

Mr. Joseph Lobato, President  
El Cerro Ditch/dba Acequia Del Cerro  
P.O. Box 67  
Chama, CO 81126

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John W. Hickenlooper  
Governor

Mike King  
DNR Executive Director

James Eklund  
CWCB Director

**RE: WSRA Grant – Notice to Proceed – Acequia del Cerro Rehabilitation and Ditch Lining Project in the Rio Grande River Basin**

Dear Joseph:

This letter is to inform you that the purchase order to assist in the Acequia del Cerro Rehabilitation and Ditch Lining Project in the Rio Grande River Basin was signed on April 18, 2014.

With the executed purchase order, you are now able to proceed with the project and begin invoicing the State of Colorado for costs incurred through January 31, 2015. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days. I wish you much success in your project.

Sincerely,

/s/

***Craig Godbout***  
***Program Manager***  
***Colorado Water Conservation Board***  
***Water Supply Planning Section***  
1580 Logan Street, Suite 200  
Denver CO 80203  
 [\(303\) 866-3441, ext 3210](tel:(303)866-3441) (office)  
 [\(303\) 547-8061](tel:(303)547-8061) (cell)  
[craig.godbout@state.co.us](mailto:craig.godbout@state.co.us)

cc: Diana R. Cortez

WATER CONSERVATION BOARD  
1313 SHERMAN STREET, ROOM 721  
DENVER, CO 80203

Buyer: ALLAN SMITH  
Phone Number: 303-866-3292  
Agency Contact: DORI VIGIL  
Phone Number: 303 866 3441

DATE: 04-18-14

**IMPORTANT**  
The PO# and Line # must  
appear on all invoices,  
packing slips, cartons  
and correspondence

ACC: 04-17-14



**PURCHASE  
ORDER**  
STATE OF COLORADO

P.O. # OE PDA 14IBC000034 Page# 01

State Award #

FEIN 841441160 Phone: - -  
Vendor Contact: DIANA CORTEZ  
Purchase Requisition #:

V EL CERRO DITCH  
E ACEQUIA DEL CERRO  
N PO BOX 67  
D CHAMA CO 81126  
O  
R

**INSTRUCTIONS TO VENDOR:**

1. If for any reason, delivery of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)
2. All chemicals, equipment and materials must conform to the standards required by OSHA.
3. NOTE: Additional terms and conditions on reverse side.

BID #

**Invoice in Triplicate**

To: DIVISION OF WATER CONSERVATION  
1313 SHERMAN STREET, ROOM 721  
DENVER, CO 80203

**Payment will be made by this agency**

Ship To: DIVISION OF WATER CONSERVATION  
1313 SHERMAN STREET, ROOM 721  
DENVER, CO 80203

Delivery/Installation Date: 01-31-15  
F.O.B. DESTINATION STATE PAYS NO FREIGHT

**SPECIAL INSTRUCTIONS:**

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001	91843000000				\$100,000.00
	CMS#67963 WSRA GRANT - REHABILITATION AND DITCH LINING.				

DOCUMENT TOTAL = \$100,000.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS  
This PO is effective on the date signed by the authorized individual.

EPSPO PAA

FOR THE STATE OF COLORADO

Authorized Signature

Date

# Purchase Order Terms and Conditions

1. **Offer/Acceptance.** If this purchase order ("PO") refers to vendor's bid or proposal, this PO is an ACCEPTANCE of vendor's OFFER TO SELL in accordance with the terms and conditions of the "solicitation" identified in vendor's bid or proposal. The solicitation includes an RFP, IFB, or any other form of order by buyer. If a bid or proposal is not referenced, this PO is an OFFER TO BUY, subject to vendor's acceptance, demonstrated by vendor's performance or written acceptance of this PO. Any COUNTER-OFFER TO SELL automatically CANCELS this PO, unless a change order is issued by buyer accepting a counter-offer. This PO shall supersede and control over any vendor form(s) or part(s) thereof included in or attached to any bid, proposal, offer, acknowledgment, or otherwise, in the event of inconsistencies or contradictions, regardless of any statement to the contrary in such form(s) or parts thereof. 2. **Safety Information.** All chemicals, equipment and materials proposed and/or used in the performance of this PO shall conform to the requirements of the Occupational Safety and Health Act of 1970. Vendor shall furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery. 3. **Changes.** Vendor shall furnish products and/or services strictly in accordance with the specifications and price set forth for each item. This PO shall not be modified, superseded or otherwise altered, except in writing signed by purchasing agent and accepted by vendor. Each shipment received or service performed shall comply with the terms of this PO, notwithstanding invoice terms or acts of vendor to the contrary, unless this PO has been modified, superseded or otherwise altered in accordance with this section. 4. **Delivery.** Unless otherwise specified in the solicitation or this PO, delivery shall be FOB destination. Buyer is relying on the promised delivery date, installation, and/or service performance set forth in vendor's bid or proposal as material and basic to buyer's acceptance. If vendor fails to deliver or perform as and when promised, buyer, in its sole discretion, may cancel its order, or any part thereof, without prejudice to its other rights, return all or part of any shipment so made, and charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence. 5. **Intellectual Property.** Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by vendor in performance of its obligations under this PO shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the "State"), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements. 6. **Quality.** Buyer shall be the sole judge in determining "equals" with regard to quality, price and performance. All products delivered shall be newly manufactured and the current model, unless otherwise specified. 7. **Warranties.** All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 ("UCC"), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this PO or the specifications. 8. **Inspection and Acceptance.** Final acceptance is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this PO at all reasonable times and places. "Services" as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to PO requirements, buyer may require vendor to perform the services again in conformity with PO requirements, without additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to PO requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this PO, at law, or in equity. 9. **Cash Discount.** The cash discount period will start from the later of the date of receipt of acceptable invoice, or from date of receipt of acceptable products/services at the specified destination by an authorized buyer representative. 10. **Taxes.** Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-7301.23K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes. 11. **Payment.** Buyer shall pay vendor for all amounts due within 45 days after receipt of products or services and a correct notice of amount due. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer's obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. 12. **Vendor Offset.** [Not Applicable to Inter-governmental POs] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action. 13. **Assignment and Successors.** Vendor shall not assign rights or delegate duties under this PO, or subcontract any part of the performance required under this PO, without the express, written consent of buyer. This PO shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of accounts receivable may be made only upon written notice furnished to buyer. 14. **Indemnification.** If any article sold or delivered under this PO is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this PO is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this PO. 15. **Independent Contractor.** Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise

provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this PO. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

16. **Communication.** All communication concerning administration of this PO, prepared by vendor for buyer's use, shall be furnished solely to purchasing agent.

17. **Compliance.** Vendor 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.

18. **Insurance.** Vendor shall obtain, and maintain, at all times during the term of this PO, insurance as specified in the solicitation, and provide proof of such coverage as requested by purchasing agent.

19. **Termination Prior to Shipment.** If vendor has not accepted this PO in writing, buyer may cancel this PO by written or oral notice to vendor prior to shipment of goods or commencement of services.

20. **Termination for Cause.** (a) If vendor refuses or fails to timely and properly perform any of its obligations under this PO with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the PO or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this PO to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this PO. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar goods and services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

21. **Termination in Public Interest.** Buyer is entering into this PO for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this PO ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this PO in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the PO terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services or specially manufactured goods, buyer shall pay (a) reasonable settlement expenses, (b) the PO price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. For existing goods, buyer shall pay (e) reasonable settlement expenses, (f) the PO price for goods delivered and accepted, (g) reasonable costs incurred in preparation for delivery of the undelivered goods, and (h) a reasonable profit for the preparatory work. Buyer's termination liability under this section shall not exceed the total PO price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

22. **PO Approval.** This PO shall not be valid unless it is executed by purchasing agent. Buyer shall not be responsible or liable for products or services delivered or performed prior to proper execution hereof.

23. **Fund Availability.** Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this PO is funded in whole or in part with federal funds, this PO is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this PO.

24. **Choice of Law.** State laws, rules, and regulations shall be applied in the interpretation, execution, and enforcement of this PO. The CUCC shall govern this PO in the case of goods unless otherwise agreed in this PO. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this PO in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Unless otherwise specified in the solicitation or this PO, venue for any judicial or administrative action arising out of or in connection with this PO shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

25. **Public Contracts for Services.** [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this PO and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this PO, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Vendor shall not knowingly employ or contract with an illegal alien to perform work under this PO or enter into a contract or PO with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this PO. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this PO, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this PO, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this PO for breach and, if so terminated, vendor shall be liable for damages. 26. **Public Contracts with Natural Persons.** Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the PO.

## Exhibit A

## Statement of Work

**WATER ACTIVITY NAME - The Acequia del Cerro  
Ditch Rehabilitation**

**GRANT RECIPIENT -** The Acequia del Cerro

**FUNDING SOURCE -** Water Supply Reserve Account

## INTRODUCTION AND BACKGROUND

**Provide a brief description of the project. (Please limit to no more than 200 words; this will be used to inform reviewers and the public about your proposal)**

The Acequia del Cerro's proposed water activity will remove an old concrete lining in the northern ditch installed in the 1960's. The concrete lining has deteriorated beyond repair and has out lived its life expectancy by approximately 27 years. A design supported and approved by the Natural Resource Conservation Service (NRCS) is to reline the ditch beginning at the sluice approximately 20 ft from the head gate off the Culebra Creek to the road in Chama Canon. The ditch will be lined with cement approximately 1,900 linear ft. The Ditch company has been advised by NRCS to keep the old concrete lined ditch to catch sediment, and excavate a new earthen structure for a high density pipe for approximately 15,000 linear ft. or from the northern and southern diversion structures to the Costilla County Conservation Easement. This will eliminate high maintenance costs, allow water to reach the landowners at the end of the ditch, conserve water for other ditch companies that take their water from the Culebra Creek and return tail water to the aquifers and back into the Culebra Creek.

**List the objectives of the project**

### OBJECTIVES:

List the objectives of the project

1. Replace the first 1,900 ft of old concrete lining in the ditch with new concrete lining.
2. Replace 15,000 ft of concrete lining with high density pipe (HDPE) in the northern ditch.
3. Allow for improved water control so landowners can receive their appropriate water from the water decrees.
4. Greatly reduce maintenance problems.
5. Eliminate any threat of litigation against the Ditch Company because of water decrees not being fulfilled.
6. Conserve water for others on acequia's that take their water from the Culebra watershed and downstream.

7. Significantly reduce sediment and debris in the ditch conveyance system.

## **TASKS**

**Provide a detailed description of each task using the following format**

### **TASKS**

#### **Task 1      Mobilization/Demobilize**

**Description of Task:** Remove all excess willows and debris along the ditch banks to allow easement access to the contractor for trucks, equipment and all things necessary to begin construction of the new ditch structure(s).

**Method/Procedures:** Hire a small track-hoe operator to remove willows. Request from landowners to clean their particular segment of the ditch along their properties that does not require heavy equipment work and can be done with hand tools.

**Deliverables:** All easement access and equipment will be available.

#### **Task 2      Remove existing concrete**

**Description of Task:** Remove all remaining old concrete and drag the ditch beginning at the measuring flume and ending at the north and south head gates, approximately 1,900 ft.

**Method/Procedure:** Using a backhoe and a dump truck to remove concrete and dispose of debris in County approved landfill area.

**Deliverables:** The ditch structure ready to form.

#### **Task 2a      Form Ditch**

**Description of Task:** Prepare ditch for concrete lining measurements of 4' bottom, 2.5' depth, 1.25:1 side slopes.

**Method/Procedure:** Using a trencher or track hoe with the proper bucket, to dig existing ditch to the proper measurements (design provided by the NRCS).

**Deliverables:** Ditch is ready for concrete pouring

#### **Task 2b      Concrete**

**Description of Task:** Concrete line approximately 1,900 ft of ditch using 4' bottom, 2.5' depth, 1.25:1 side slopes with 3" thickness. Estimated amount of concrete, 248 cu.yds.

**Method/Procedure:** A slip form will be used to lay the concrete in the ditch.

**Deliverables:** Improved water quality and irrigation control which will conserve water.

**Task 3            Inlet and Diversion Structures**

**Description of Task:** Build the inlet and Diversion structure for the HPDE pipeline.

**Method/ Procedure:** Using equipment provided by the contractor.

**Deliverables:** This will be done without interrupting irrigation for landowners

**Task 3a            High Density Pipeline**

**Description of Task:** Trench earthen structure and insert a 32" HDPE pipeline to accommodate 22.5 cfs of water.

**Method/Procedure:** Using the proper equipment, lay 15,000 ft of HDPE line into the ditch. Haul in enough dirt to cover the pipeline no less than 12" over the pipe. (Design provided by the NRCS)

**Deliverables:** The task is done without interfering with irrigation. Leaving and maintaining the old structure to catch foothill sediment, meet agricultural water needs, overcoming difficulties in diverting water and avoiding damage to diversion and irrigation structures. Promotes cost effectiveness by minimizing maintenance and operational flexibility, optimizing existing and future water supply.

**REPORTING AND FINAL DELIVERABLE**

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

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

**Water Supply Reserve Account - Application Form**

Revised December 2011

**BUDGET**

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

<b>Total Costs</b>				
Rehabilitation and Replacement of Ditch lining	Matching Funds	In-kind Contribution	Direct Costs	Total Project Costs
Task 1 - Mobilize/demobilizing				\$15,000
Task 2 - Removal of old concrete and dredge ditch				\$33,510
Task 2a - Form Ditch				\$5,000
Task 2b - Pour Concrete	<b>RGRT</b>			\$100,000
Task 3 - Inlet and diversion structures for HDPE pipeline				\$18,000
Task 3a - Trenching and positioning HDPE pipeline				\$1,043,408
Engineering/design/technical assistance (NRCS)		\$45,000		
Acequia del Cerro		\$60,000		
Administration				\$25 ,000
Costilla County Conservancy Dist.	\$60,000			
(WRSA) Basin Account	\$100,000			
NRCS (EQIP)	\$200,000			
Targeted Conservation (EQIP)	\$774,918			
<b>Totals</b>	\$1,134,918	\$105,000		\$1,239,918

**Water Supply Reserve Account - Application Form**Revised December 2011

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**SCHEDULE**

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

Task	Start Date	Finish Date
1. Mobilize/ demobilizing	NTP	August, 2014
2. Removal of old concrete/ dredge ditch	August, 2014	September, 2014
2a. Form Ditch	September, 2014	October, 2014
3. Inlet and diversion structures for HDPE	October, 2014	November, 2014
3a. Trenching and positioning HDPE pipeline.	November, 2014	December, 2014

NTP = Notice to Proceed

**PAYMENT**

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



**Exhibit B  
El Cerro Acequia del Cerro  
Water Supply Reserve Account Grant  
Performance Monitoring Provisions**

**Statutory Requirements**

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

- (a) Performance measures and standards developed specifically for the contract by the governmental body administering the contract. The performance measures and standards shall be negotiated by the governmental body and the vendor prior to execution of the contract and shall be incorporated into the contract. The measures and standards shall be used by the governmental body to evaluate the performance of the governmental body and the vendor under the contract.
- (b) An accountability section that requires the vendor to report regularly on achievement of the performance measures and standards specified in the contract and that allows the governmental body to withhold payment until successful completion of all or part of the contract and the achievement of established performance standards. The accountability section shall include a requirement that payment by the governmental body to the vendor shall be made without delay upon successful completion of all or any part of the contract in accordance with the payment schedule specified in the contract or as otherwise agreed upon by the parties.
- (c) Monitoring requirements that specify how the governmental body and the vendor will evaluate each others' performance, including progress reports, site visits, inspections, and reviews of performance data. The governmental body shall use one or more monitoring processes to ensure that the results, objectives, and obligations of the contract are met.
- (d) Methods and mechanisms to resolve any situation in which the governmental body's monitoring assessment determines noncompliance, including termination of the contract.

**Performance Monitoring Standards**

Performance monitoring for this contract shall include the following:

- (a) Performance measures and standards: Grantee shall maintain receipts for all projects expenses and documentation of the minimum in-kind contributions per the budget in Exhibit A. Per WSRA Criteria and Guidelines, retainage of 5% of the grant funds shall be withheld until receipt of the final report and all other deliverables
  - Design & Construction Reporting: The applicant shall provide CWCB copies of: Permits, Design & Construction Documents; Construction Documentation (periodic construction progress reports, change orders, meeting notes, schedule summaries), and As-Build Drawings.
  - General Reporting: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract until the construction begins. The progress report shall describe the completion or partial completion of the statement of work leading up to the advertisement for bid and including a description of any major issues that have occurred and any corrective action taken to address these issues.
  - Final Deliverable: At completion of the project, the applicant shall provide the CWCB a final report that summarizes the project and documents the project. This report may contain photographs, summaries of meetings and reports/studies. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions per the budget in Exhibit A. Per WSRA Criteria and Guidelines, retainage of the grant funds shall be withheld until receipt of the final report and all other deliverables.
- (b) Accountability: Per WSRA Criteria and Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must certify that all grant conditions have been complied with on each invoice. In addition, per WSRA Criteria and Guidelines progress reports must be submitted at least once every 6 months. A final project report must be submitted and approved before final project payment and release of retainage.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A and Paragraphs 9 & 19 of the contract. Progress shall be detailed in the required invoice documentation and progress reports as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Per paragraphs 9, 14, 15, and 19 of the contract: payment will be withheld until grantee is current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the purchase order.