

STATE OF COLORADO

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



March 24, 2014

Animas Valley Ditch & Water CO.
Attn: Cecilia Whitaker, Ditch Secretary
P.O. Box 2704
Durango, CO 81302

John W. Hickenlooper
Governor

Mike King
DNR Executive Director

James Eklund
CWCB Director

**RE: Notice to Proceed - WSRA Grant – Animas Valley Ditch & Water Co.
Emergency Repair**

Dear Cecilia,

This letter is to inform you that the purchase order to assist in the Animas Valley Ditch & Water Co. Emergency Repair project was signed on March 25, 2014. The original P.O. will be mailed to you.

With the executed P.O., you are now able to proceed with the project and invoice the State of Colorado for costs incurred through **June 1, 2014**. 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.

If you have any questions or concerns regarding the project, please contact me.

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

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

DATE: 03-25-14

IMPORTANT

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



**PURCHASE
ORDER**
STATE OF COLORADO

Buyer: **BRENDA HANNU**
Phone Number: **303-866-8627**
Agency Contact: **DORI VIGIL**
Phone Number: **303 866 3441**

ACC: 03-24-14

P.O. # **OE PDA 14IBC000032** Page# **01**

State Award #

FEIN **840813751** Phone: - -
Vendor Contact: **CECILIA WHITAKER**
Purchase Requisition #:

V **ANIMAS VALLEY DITCH & WATER CO**
E
N
D **PO BOX 2704**
O **DURANGO** **CO 81302**
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 **DIVISION OF WATER CONSERVATION**
To: **1313 SHERMAN STREET, ROOM 721**
DENVER, CO 80203

Delivery/Installation Date: **06-01-14**

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				\$30,000.00
	CMS#66942	- EMERGENCY DITCH REPAIR ON ANIMAS VALLEY DITCH			

DOCUMENT TOTAL =

\$30,000.00

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

EPSPD PKA

FOR THE STATE OF COLORADO

Authorized Signature

3/25/14
Date

Exhibit A
Statement of Work

WATER ACTIVITY NAME - Animas Valley Ditch & Water Co. Emergency Repair

GRANT RECIPIENT – Animas Valley Ditch & Water Company (AVD&WC)

FUNDING SOURCE - Proposed cost sharing/funding requests:

Southwest Water Conservation District = \$30,000 (requested; pending approval)

Southwest Basin Roundtable = \$30,000 (requested & approved)

AVD&WC = \$30,000 - \$40,000 (and in-kind services related to project management and design)

INTRODUCTION AND BACKGROUND

The purpose of this project is to repair the serious damage to the Animas Valley Ditch that occurred as a result of the severe thunder/hail storms that occurred on Sept 18 and 22, 2013, in the Animas Valley. Significant debris flow filled in and/or damaged approximately 2 miles of the ditch.

The Animas Valley Ditch (also known as the Reid Ditch) is approximately 13 miles long (from Baker's Bridge to the section line at the old Kroeger property), 8 feet wide and 6-8 feet deep. The water level is run at 2.5 feet deep (as according to the original decree from 1880). The ditch company has an established right-of-way and access for annual cleaning and routine maintenance.

We also have the right to place the debris spoils on adjacent properties. A majority of the spoils in this project will be placed on-site. Some spoils will have to be removed where larger volumes of flood debris accumulated. The ditch company will be responsible for finding suitable locations for any material that needs to be hauled off.

The project extent is from the 2000 block to the 4100 block of County Road 2500. In the affected 2 mile stretch the ditch is filled with debris varying from 2 foot deep to completely filled to the 6-8 foot level.

OBJECTIVES

The scope of work will entail removal of all flood debris, mud and rock with a track-hoe and two dozers. This aspect of the project will be bid out to multiple local excavation companies for competitive bids. The scope will include removal and stockpiling of material. Some of the material will be reused to restore sections of the damaged ditch bank, and to fortify areas to protect private residences. The remaining material will be hauled away. Tony Ganzerla, Ditch President, and Butch Knowlton, Ditch Board Member, will oversee the whole process, including removal and reconstruction. Both these individuals have been overseeing this ditch and its maintenance for 40 years. They are also responsible for finding locations for the excess material.

Water Supply Reserve Account – Application Form

Revised October 2013

TASKS

TASK 1 – Removal of Material from Ditch & Restoration of Banks

Description of Task

Removal of all flood debris, mud and rock (estimated at 9400 cy) with heavy equipment

Method/Procedure

Removal of all flood debris, mud and rock with large track-hoe and small dozers

Deliverable

Remove flood debris, fortify down slope ditch bank to protect homes and structures which are subject to future flood events, re-establish irrigation water to shareholders

TASK 2 – Rebuild Ditch Banks

Description of Task

Using stockpiled material, rebuild down slope bank to protect homes and structures that may be impacted by further flood events

Method/Procedure

Using stockpiled material and heavy equipment, rebuild ditch banks

Deliverable

Ditch banks rebuilt to proper height for water delivery and flood protection

TASK 3 – Haul Away Remaining Spoil Material

Description of Task

Haul away remaining spoils material. In high flood prone areas use debris/spoils to direct future flood water areas into areas that won't affect homes and structures

Method/Procedure

The most efficient method will be the use of larger track-hoe and small dozers. The long reach of the track-hoe allows the hoe to sit on the ditch bank and dip materials from the ditch dozers that push and level the spoils on the bank.

Deliverable

Spoils piles dispersed among ditch shareholders

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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.

Total Costs				
	Labor & Equipment	Other Direct Costs	Matching Funds (If Applicable)	Total Project Costs
Task 1 – Remove materials	\$3000/day			\$54,000 ¹
Task 2 – Rebuild banks	\$3000/day			\$21,000 ²
Task 3 – Haul away spoils	\$75/hr			\$23,500 ³
AVD&WC In-Kind & Monetary Contributions	Project management		\$30 - 40,000	\$ 0
SW Basin Roundtable/WSRA			\$30,000	
SWWCD grant (pending)			(\$30,000)	
Total Costs:				\$98,500

¹ Equipment = \$300/hr (1 track-hoe; 2 dozers; incl. operators) x 10 hr/day x 18 days

² Equipment = \$300/hr (1 track-hoe; 2 dozers; incl. operators) x 10 hr/day x 7 days

³ Equipment = \$75/hr (10 cy dump truck, incl. operator) x 313 loads (approx)

Titles				
Project Personnel: Hourly Rate:	Project Manager \$25.00	Project Engineer \$25.00	Clerical \$15.00	Total Costs
Task 1 – Remove materials	Tony Ganzerla	Butch Knowlton	Cecilia Whitaker	
Task 2 – Rebuild banks	Tony Ganzerla	Butch Knowlton	Cecilia Whitaker	
Task 3 – Haul away spoils	Tony Ganzerla	Butch Knowlton	Cecilia Whitaker	
In-kind Contributions	100%	100%	100%	
Total Hours:	90	90	50	
Cost:	\$2250	\$2250	\$750	\$5250

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	Upon NTP	NTP + 18 days
2	Upon NTP	NTP + 25 days
3	Upon NTP	NTP + 30 days

NTP = Notice to Proceed

EXHIBIT B. Project Map

The project is located west of and adjacent to County Road 250, from approximately the 2000 block to the 4100 block. The map below shows the approximate 2 mile stretch of the project extent. The largest area of ditch damage (completely filled in) is at the property identified in the map and just south of this property.

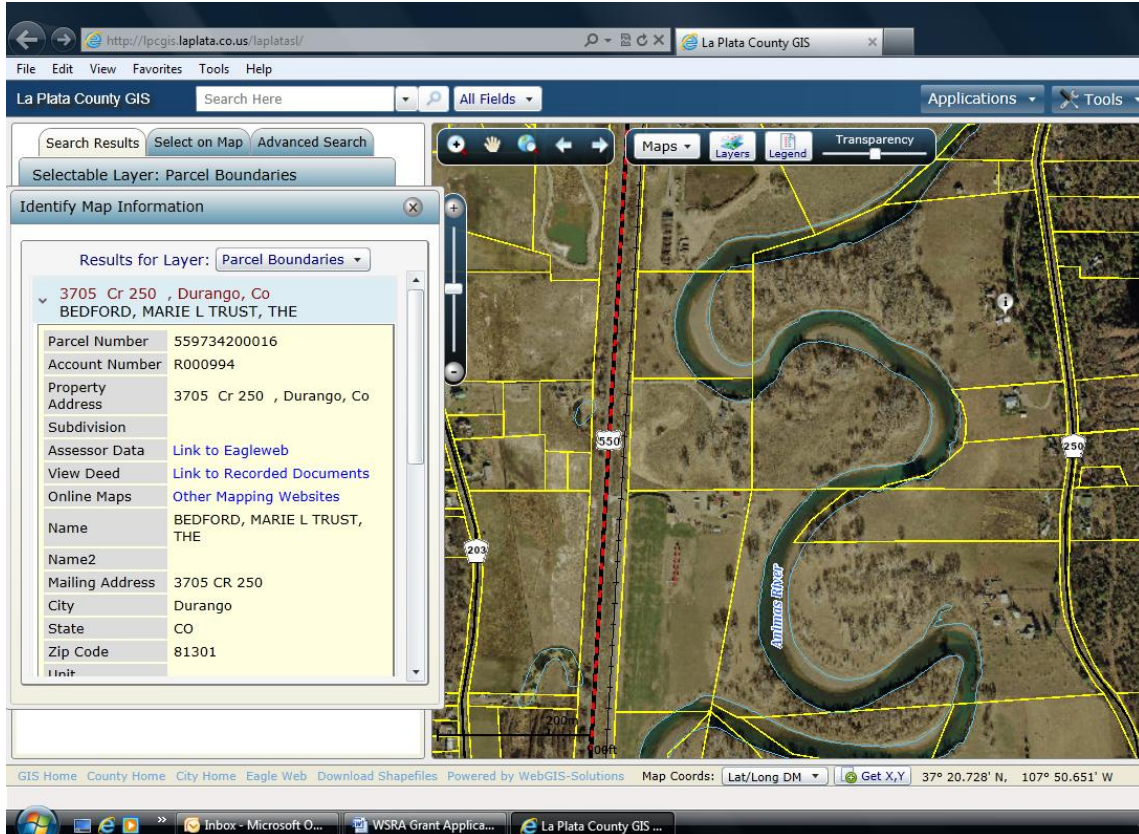


EXHIBIT C. Photos of Project Site



Mud filled ditch adjacent to County Road 250



4 feet of mud and rock in ditch; ditch protected private property in this case



Buried ditch crossing – ditch completely filled and took out private ditch bridge



Private headgate totally buried in debris



Debris filled in and overflowed ditch



County crews clearing road after 12 feet of debris flowed across on Sept. 18, 2013.

Appendix 1
Reference Information

The following information is available via the internet. The reference information provides additional detail and background information.

- Water Supply Reserve Account main webpage:
 - <http://cwcb.state.co.us/LoansGrants/water-supply-reserve-account-grants/Pages/main.aspx>
- Water Supply Reserve Account – Basin Fund Application Details:
 - <http://cwcb.state.co.us/LoansGrants/water-supply-reserve-account-grants/Pages/BasinWaterSupplyReserveAccountGrants.aspx>
- Water Supply Reserve Account – Statewide Fund Application Details:
 - <http://cwcb.state.co.us/LoansGrants/water-supply-reserve-account-grants/Pages/StatewideWaterSupplyReserveAccountGrants.aspx>
- Colorado Water Conservation Board main website:
 - <http://cwcb.state.co.us/>
- Interbasin Compact Committee and Basin Roundtables:
 - <http://cwcb.state.co.us/about-us/about-the-ibcc-brts/Pages/main.aspx/Templates/BasinHome.aspx>
- House Bill 05-1177 – (Also known as the Water for the 21st Century Act):
 - <http://cwcbweblink.state.co.us/DocView.aspx?id=105662&searchhandle=28318>
- House Bill 06-1400 – (Adopted the Interbasin Compact Committee Charter):
 - <http://cwcbweblink.state.co.us/DocView.aspx?id=21291&searchhandle=12911>
- Senate Bill 06-179 – (Created the Water Supply Reserve Account):
 - <http://cwcbweblink.state.co.us/DocView.aspx?id=21379&searchhandle=12911>
- Statewide Water Supply Initiative 2010:
 - <http://cwcb.state.co.us/water-management/water-supply-planning/Pages/SWSI2010.aspx>

Appendix 2
Insurance Requirements

NOTE: The following insurance requirements taken from the standard contract apply to WSRA projects that exceed \$25,000 in accordance with the policies of the State Controller's Office. Proof of insurance as stated below is necessary prior to the execution of a contract.

13. INSURANCE

Grantee and its Sub-grantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then 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 GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Sub-grantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Sub-grantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to sub-Grantees that are not "public entities".

B. Sub-Grantees

Grantee shall require each Grant with Sub-grantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Sub-grantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent Grantees, products and completed operations, blanket Grantual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Sub-grantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

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Revised October 2013

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Sub-grantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and the State by certified mail.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Sub-grantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Sub-grantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Sub-grantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any sub-grant, Grantee and each Sub-grantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

Appendix 3

Water Supply Reserve Account Standard Contract Information

NOTE: The standard contract is required for WSRA projects that exceed \$100,000. (Projects under this amount will normally be funded through a purchase order process.) Applicants are encouraged to review the standard contract to understand the terms and conditions required by the State in the event a WSRA grant is awarded. Significant changes to the standard contract require approval of the State Controller's Office and often prolong the contracting process.

It should also be noted that grant funds to be used for the purchase of real property (e.g. water rights, land, conservation easements, etc.) will require additional review and approval. In such cases applicants should expect the grant contracting process to take approximately 3 to 6 months from the date of CWCB approval.

The standard contract is available here under the header "Additional Resources" on the right side:

<http://cwcb.state.co.us/LoansGrants/water-supply-reserve-account-grants/Pages/BasinWaterSupplyReserveAccountGrants.aspx>

Appendix 4

W-9 Form

NOTE: A completed W-9 form is required for all WSRA projects prior execution of a contract or purchase order. Please submit this form with the completed application.