

**Exhibit A**  
**Statement of Work**

**WATER ACTIVITY NAME** - *Royal Gorge Wildfire Water Quality Impact and Protection Project – Emergency Mitigation, Stabilization, and Reclamation*

**GRANT RECIPIENT** – *City of Cañon City*

**FUNDING SOURCE** – *Water Supply Reserve Account/City Match & In-Kind*

**INTRODUCTION AND BACKGROUND**

*On June 11, a wildfire swept through the City of Cañon City's Royal Gorge Park. By the time the fire was contained, 3,218 acres had burned. Given the location of the fire, watershed areas that drain to the Arkansas River were substantially impacted by the contiguous 715 acres of burn scar subject of this grant. The Royal Gorge Bridge attraction, included within this acreage, also burned, with infrastructure located immediately upon the rim of the gorge on both the north and south side threatening the fall of debris directly into the river. Several rain incidents have occurred since the fire, demonstrating significant negative impact to water quality through falling rock, run-off of sediment caused by significant erosion, and debris wash down the water sheds and into the river. The Cañon City water treatment plant intakes (along with three major irrigation ditches) are located approximately 2 miles downstream from the burned area. Water purveyors bordering the river from the burn area to Pueblo Reservoir are negatively impacted by the threat of this sediment, debris, and water quality issues. Storage of water facilities downstream are significantly threatened with the possibility of displacement of water storage area by sediment.*

**OBJECTIVES**

*The objectives of this project are to arrest and mitigate the threats to water quality within the Arkansas River by conducting mitigation, stabilization, and reclamation efforts upstream as a result of the Royal Gorge fire. It is important to note that much of this work must begin immediately, and there is urgency to that work which will be performed utilizing WSRA funds. As such, there is little involvement of Youth Corp or other volunteer groups, all of whom we've contacted have identified that their availability is not until late fall this year or early spring next year. We will be utilizing these types of crews to help with the stabilization and reclamation of the balance of the 3,218 acres that burned within the park.*

**TASKS**

**TASK 1 – Site stabilization and cleanup of debris resulting from the fire.**

Description of Task

- *Remove debris from the ridge of the gorge as a result of the complete destruction of 48 structures and other facilities at the Royal Gorge Bridge attraction on the rim area.*

#### Method/Procedure

- *Utilizing contractors, burnt buildings, concrete, metal, the aerial tram, cables, random debris, and tons of ash have already been removed from the rim, and the work is ongoing.*
- *Waddles and barriers have been placed to attempt to eliminate the wash/blow/fall of this debris over the ridge and directly into the Arkansas River.*
- *Given the urgency of this task, contractors are being utilized for this element of the project.*

#### Deliverable

*From the date of contract/notice to proceed:*

- *Before and after photos, and photos of the progress throughout this task.*
- *Written reports, with specific detail of this task, every six months, including percentage complete, major issues arise, and corrective action taken to address issues.*
- *Copies of invoices, dump receipts, expense reports and in-kind tracking reports for this task.*

### **TASK 2 – Construction of 147 check structures**

#### Description of Task

*One hundred forty-seven check structures will be constructed of logs or rocks from immediate burn site contiguous to and within the drainage channels that collect runoff from the three impacted watershed drainage areas.*

#### Method/Procedure

- *Trees (felled or to be felled), brush and rocks located immediately within proximity of the location of each check structure will be used to build check dams within the drainage channels.*
- *The location of these structures has been determined based upon the reports and studies that have been conducted since the fire (referenced elsewhere in this application) and successful practices of other burn area modeling.*
- *Generally, in high run off areas and the drainage ways, check dams will be constructed every 50-200 feet, though more or less may be determined in each watershed based on slope of terrain.*
- *Though capable of doing so, there are no available Youth Corps groups until May, 2014. The skills necessary to construct these structures are not those that are possessed by the “typical” volunteer groups (boy scouts, etc.). Given the urgency of this task, a contractor has been hired to build these structures.*

#### Deliverable

- *Before and after photos, and photos of the progress throughout this task.*
- *Written reports, with specific detail of this task, every six months, including percentage complete, major issues arise, and corrective action taken to address issues.*
- *Copies of invoices, dump receipts, expense reports and in-kind tracking reports for this task.*

### **TASK 3 – Seeding**

### Description of Task

*Seed will be spread aerially or hand spread throughout the acreage subject of this grant*

### Method/Procedure

- *Two methods:*
  - *Generally, it has been determined that the best method to apply this seed will be through aerial drop (700 acres), given the rugged terrain of the area.*
  - *Given the topography of some areas, hand seeding may be required on a limited basin (15 acres).*
- *A seed mixture has been identified to provide for immediate germination to stabilize soils and avoid growth of noxious weeds and allow establishment of native grasses long term.*
- *Given the urgency of this task, the skills and equipment necessary for the aerial seeding, and the lack of Youth Corp crews, a contractor will be hired to perform this work.*

### Deliverable

*From the date of contract/notice to proceed:*

- *Before and after photos, and photos of the progress throughout this task.*
- *Written reports, with specific detail of this task, every six months, including percentage complete, major issues arise, and corrective action taken to address issues.*
- *Copies of invoices, expense reports and in-kind tracking reports for this task.*

## **TASK 4 – Slash Spreading – Hydro-axing/mastication of 715 acres**

### Description of Task

*There are 715 acres subject of this grant. Throughout that area, slash spreading and hydro-axing will take place to provide soil cover to moderate/high burn severity areas.*

### Method/Procedure

- *715 acres will be slash cut/spread and/or hydro-axed.*
- *Two methods to generate slash will be used:*
  - *Hydro-ax/mastication type machinery:*
    - *Mulch standing, burned trees onsite, generating surface roughness and helping break up any hydro phobic layers in the soil.*
    - *Cover seed that will have been aerial spread (above) to help seed germination.*
    - *700 acres will receive this treatment based on terrain topography.*
  - *Hand slashing:*
    - *Crews will break down and drop burned trees, helping create micro-climates that aid in vegetation regeneration, slow runoff and promote seed germination.*
    - *15 acres will receive this treatment due to terrain topography.*
- *Targeted trees and vegetation will be marked and maintained to ensure habitat for the wildlife that inhabits the area.*
- *Given the urgency of this task and unavailability of Youth Corps crews, a contractor will be hired to perform this work.*

### Deliverable

*From the date of contract/notice to proceed:*

- *Before and after photos, and photos of the progress throughout this task.*
- *Written reports, with specific detail of this task, every six months, including percentage complete, major issues arise, and corrective action taken to address issues.*
- *Copies of invoices, expense reports and in-kind tracking reports for this task.*

## **TASK 5 – Seedling Planting**

### Description of Task

- *Pinion pine and juniper seedlings will be planted in select locations throughout the burn area. To accelerate the return of trees to the site, provide for soil stabilization, provide a seed source for coming years and add vegetative structure for wildlife.*

### Method/Procedure

- *100 seedlings will be planted per acre of land to be planted.*
- *100 acres will be planted with seedlings.*
- *Volunteers and/or Youth Corp crews will be utilized to plant these seedlings.*

### Deliverable

*From the date of contract/notice to proceed:*

- *Before and after photos, and photos of the progress throughout this task.*
- *Written reports, with specific detail of this task, every six months, including percentage complete, major issues arise, and corrective action taken to address issues.*
- *Copies of invoices, expense reports and in-kind tracking reports for this task.*

## **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.

## BUDGET

Task	Lump Sum Cost	Funding Sources			
		In-Kind CofCC	* Cash Match RGBCo	** Cash Match CofCC	WSRA Funds
#1 – Site stabilization Needs/Clean Up	\$387,500		\$387,500		
#2 – Check Structures	\$29,400		\$ 25,000	\$ 4,400	
#3 – Seeding					
-Aerial drop (Labor/Equip) (700acres@\$40/acre)	\$28,000			\$20,600	\$ 7,400
-Hand spread (Labor/Equip) (15acres@\$440/acre)	\$6,600				\$ 6,600
-Seed Product (715 acres x \$110/acre)	\$78,650				\$ 78,650
#4 – Slash – Hydro-axing/hand slash					
-Hydro-axing (700 acres @ \$500)	\$350,000				\$350,000
-Hand-slashing (15 acres @ \$750/acre)	\$11,250				\$ 11,250
#5 – Seedling Planting					
100 acres/100 seedling/\$1/seedling	\$10,000				\$ 10,000
Labor (Youth Corps: 3 weeks X \$7,100/week)(320 man hrs/week) (Oversight by City personnel)	\$21,300				\$ 21,300
Over-site of project (1,041 hrs @ \$48)	\$50,000	\$50,000			
Applicant Sub-totals		\$50,000	\$412,500	\$25,000	
Totals	\$972,700		\$487,500		\$485,200
			50.1%		49.9%

\* This cash match is from the City of Cañon City's partner/concessionaire, the Royal Gorge Bridge Company (RGBCo.)

\*\* This cash match is from the City of Cañon City (CofCC)

## 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.

### Example 1

Task	Start Date	Finish Date
1 – Site Stabilization	June 2013	August 15
2 – Check Structures	August 2013	December 2013
3 – Seeding	Upon NTP	(Upon NTP) November 2013 – February 2014
4 – Slash/Hydro-ax	Upon NTP	(Upon NTP) November 2013 – February 2014
5 – Seedling Planting	NTP	May 2014 – June 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.

## **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 21<sup>st</sup> 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**

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.