



COLORADO

Colorado Water Conservation Board

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

WATER SUPPLY RESERVE FUND

Contracting, Invoices, Amendment, Reporting & Final Report Instructions

Grantee/Applicant pre-contracting requirements to be submitted prior to WSRF Application submittal dates as specified in the 2016 WSRF Criteria and Guidelines

<https://cwcb.colorado.gov/grants>

Exhibit A

- Statement of Work – (**WORD FORMAT ONLY**) Use the current form on the CWCB website. <https://cwcb.colorado.gov/grants>

Exhibit B

- Budget & Schedule – (**EXCEL FORMAT ONLY**) Use the current form provided on the CWCB website - <https://cwcb.colorado.gov/grants>
- Estimated Detail Budget – Must include costs for the entire project. A detail of sub-contracting titles, hours, rates, equipment costs, itemized material costs, administrative costs (hours/rates), etc. and travel expenses. (**EXCEL FORMAT ONLY**).

The WSRF project manager can answer any questions or concerns you may have regarding these requirement.

Note:

- a. Submission of these documents by the WSRF Application Submittal date (as specified in the WSRF Grant Application) to CWCB staff is required for staff and/or Board review. Revision requests to these documents may be required after initial submittal.
- b. Match Letters must be submitted prior to contracting per the WSRF Criteria and Guidelines.
- c. Maps, drawings, letters of support, reports, and photos are not considered components of the Exhibit A, and must be submitted as separate documents.

Grantee contracting requirements to be submitted subsequent to CWCB Board meeting and approval:

1. Statement of Work – Exhibit A - <https://cwcb.colorado.gov/grants>
2. Budget & Schedule – Exhibit B – <https://cwcb.colorado.gov/grants>
3. Estimated Detail Budget – (Contact WSRF Project Manager for additional information)
4. Certificate of Insurance (COI) - Current proof of adequate insurance demonstrated by providing a Certificate of Insurance (COI) on **Accord 25** form. This information must include general liability listing the State of Colorado as "additional insured", waiver of subrogation, auto and workers compensation coverage as detailed on page 4.

Note: In the event you or your company does not own vehicles, or have employees, on company letterhead provide a letter stating this fact along with the COI for general liability coverage.

5. [Certificate of Good Standing](#). Current status for non-governmental entity required. This information must be documented with the Secretary of State (www.sos.state.co.us).
6. [W-9 Form](#). Must be on the **State Form**. The WSRF Contracting Liaison will send this to you).
 - This information must match exactly what the IRS has on record for your company or individual.
7. [Independent Contractor Form \(IC Form\)](#). This form is for an “individual” person (not a Company or organization). The CWCB Contracting Liaisons will send you this form if needed.

Invoice for Services:

Payment will be based on actual expenditures invoiced by the grantee. The request for payment must be transmitted on the grantee’s letterhead, and shall include:

- Date of request;
- Grantee’s contact name, email address, physical address, and phone number;
- Roundtable that recommended the grant;
- Date of CWCB Board approval;
- **Contract or purchase order number;**
- Description of the work accomplished by individual tasks as presented in the approved budget;
- Supporting documentation (subcontract and vendor invoices). **Vendor invoices must clearly reflect and identify the associated task(s) in the approved Statement of Work, Budget and Schedule.**
- Reimbursement of administrative expenses of the applicant or grantee will be limited to 15% of the total grant request;
- Estimate of the percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent; and
- Identification of any major issues, and proposed or implemented corrective actions.

All payment requests must reflect services within the purchase order/contract terms (effective and expiration date). The invoice request can be emailed to the WSRF Project Manager/WSRF Contracting Liaison and MUST include the **Contract/PO number and name of the project in the email subject line.**

Amendment/Extension Requests (Grantee requirements)

1. Signed Letter of Request (on Grantee’s letterhead) addressed to CWCB Project Manager
 - Submit a brief explanation detailing the delay of completion **90 days prior** to current expiration date of contract.
2. Updated Certificate of Insurance. Updated current proof of adequate insurance demonstrated by providing a Certificate of Insurance (COI) on Accord 25 form. This information must include general liability listing the State of Colorado as "additional insured", waiver of subrogation, auto and workers compensation coverage as detailed on page 4.
3. Updated Schedule – (**EXCEL FORMAT**).

Reporting Requirements

Progress Reports: The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status 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. Applicants are required to submit Progress Reports to their respective Roundtable (s) and the CWCB. The CWCB may withhold reimbursement until satisfactory progress reports have been submitted.

Final Report:

At completion of the project, the applicant shall provide their respective Roundtable(s) and the CWCB a final report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Explains the Proposed Budget versus the Actual Budget.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs, if appropriate.

The CWCB will withhold the last 10% of the entire water activity budget until the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the water activity and purchase order or grant will be closed without any further payment. Any entity that fails to complete a satisfactory Final Report and submit to CWCB within 30 days of the expiration of a purchase order or contract may be denied consideration for future funding of any type from CWCB.

INSURANCE FOR CWCB GRANTEE

Grantee and its Subgrantees 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.

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 Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

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 Subgrantees that are not "public entities".

Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, 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 Subgrantee employees acting within the course and scope of their employment.

General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$2,000,000 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, Subgrantee 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.

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.

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).

Primacy of Coverage

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

Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of Grantee's receipt of such notice.

Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees 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.

Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within thirty business days of the Effective Date of this Grant. No later than 30 days prior to the expiration date of any such coverage, Grantee and each Subgrantee 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 subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
REQUIRED

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE CARRIER INFORMATION HERE	CONTACT NAME: REQUIRED	PHONE (A/C. No. Ext): REQUIRED		FAX (A/C. No):
	E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURED YOUR INFORMATION HERE	INSURER A :			
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	REQUIRED	REQUIRED	REQUIRED	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			REQUIRED	REQUIRED	REQUIRED	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	REQUIRED	REQUIRED	REQUIRED	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REQUIRED LANGUAGE:

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clause 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.

CERTIFICATE HOLDER

CANCELLATION

STATE OF COLORADO COLORADO WATER CONSERVATION BOARD 1313 SHERMAN STREET, ROOM 718 DENVER COLORADO 80203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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