



COLORADO

**Colorado Water
Conservation Board**

Department of Natural Resources

1313 Sherman Street, Room 718
Denver, CO 80203

P (303) 866-3441
F (303) 866-4474

Jared Polis, Governor

Dan Gibbs, DNR Executive
Director

Lauren Ris, CWCB Director

TO: Colorado Water Conservation Board Members

FROM: Ben Wade & Dori Vigil, Water Supply Planning

DATE: September 3, 2024

AGENDA ITEM: Consent Agenda 4, Water Supply Reserve Fund Change of Grantee

Staff Recommendation:

Staff recommends the Board approve a change of grantee/project sponsor from Colorado River Engineering, Inc. to the BBA Water Consultants, Inc. for the project titled, "Continued Monitoring of North Park Lysimeter Station".

Background:

At the September 2023 Board meeting, the Board approved a \$75,000 grant from the Water Supply Reserve Fund to the Colorado River Engineering, Inc. (CRE) for the Continued Monitoring of North Park Lysimeter Station. This project has been contracted and \$9,241.36 has been reimbursed to CRE. The remaining WSRF grant funds, in the amount of \$64,760.64, will be used to quantify consumptive use of high-altitude hay meadows using weighing lysimeters as well as purchasing backup lysimeter monitoring equipment and soil moisture monitoring equipment. The proposed new grantee will continue the lysimeter project and monitor for another 4 years.

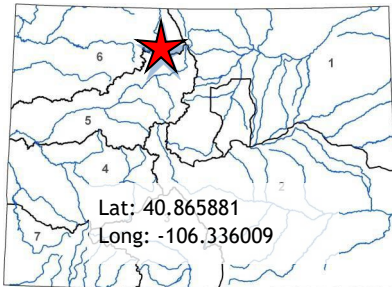
CRE is requesting a change in fiscal agent to the BBA Water Consultants, Inc. due a reduction in staffing. The proposed new grantee, BBA Water Consultants, Inc., is familiar with the project and they have the organizational capacity to complete the project and meet all grant requirements.

See attached for the amended Water Activity Summary Sheet, signed letters from both organizations, a revised scope of work, budget, schedule and an updated Certificate of Insurance.





Water Supply Reserve Grant - **CHANGE OF GRANTEE**



| LOCATION |
|-------------------------------------|
| County: Jackson |
| Drainage Basin: North Platte |

| DETAILS | |
|---|--------------------|
| Total Project Cost: | \$100,000 |
| Total WSRF Grant Award: | \$75,000 |
| North Platte Basin Account Request: | \$75,000 |
| Remaining Amount: | \$64,760.64 |
| Other CWCB Funding: | \$0 |
| Other Funding Amount: | \$0 |
| Applicant Match: | \$25,000 |
| Project Type: Implementation - Education | |
| Major Water Use Type: Agricultural | |
| Measurable Result: Quantification of consumptive use and derivation of locally calibrated crop coefficients. | |

If approved, the proposed new grantee will continue this monitoring program and use remaining WSRF funds to purchase backup lysimeter monitoring equipment and soil moisture monitoring equipment. The applicant will continue the lysimeter project and monitoring for the remaining 4 years of the project.

Colorado River Engineering, Inc. (CRE) was previously awarded this grant by the Board in September 2023. On July 23, 2024, Staff was notified by CRE to request a change in fiscal agent to the BBA Water Consultants, Inc. due a reduction in staffing. The proposed new grantee, BBA Water Consultants, Inc., is familiar with the project and they have the organizational capacity to complete the project and meet all grant requirements.

Staff Recommendation: Staff recommends the Board approve a change of grantee/project sponsor from Colorado River Engineering, Inc. to the BBA Water Consultants, Inc. for the project titled, "Continued Monitoring of North Park Lysimeter Station".

Background: The project aims to quantify consumptive use of high-altitude hay meadows using weighing lysimeters.

Issues/Additional Needs: No issues or additional needs have been identified.



P.O. Box 1301
Rifle, CO 81650
Tel 970-625-4933
Fax 970-625-4564

July 23, 2024

Colorado Water Conservation Board
c/o: Ben Wade
1313 Sherman St, Room 718
Denver, Colorado 80203
ben.wade@state.co.us

To Whom It May Concern:

Colorado River Engineering, Inc (CRE) is releasing the Colorado Water Conservation Board grant related to the Project "Continued Monitoring of North Park Lysimeter Station POGG1/CTGG1 #: 202400002528". Due to recent reductions in staffing, CRE lacks sufficient staffing required to fulfill the deliverables associated with this project.

Thank you,

A handwritten signature in blue ink, appearing to read "Chris Manera", written over a horizontal line.

Christopher Manera P.E.
President



Christopher J. Sanchez
Jeffrey A. Clark
Daniel O. Niemela
Jonathan D. George
Kristina L. Wynne
Austin P. Malotte
Michael A. Saylor
Charles E. Stanzione

August 27, 2024

Ben Wade
By email only to: ben.wade@state.co.us

RE: North Park Lysimeter Study

Dear Ben:

As you are aware, Wendy Ryan moved from Colorado River Engineering, Inc. (CRE) to BBA Water Consultants, Inc. (BBA) in July 2024. As a result of this change, CRE has provided a letter releasing the project as Ms. Ryan was the key staff member working with the North Platte Roundtable to complete this effort and has the expertise to operate the system.

This letter is being provided to confirm that BBA accepts the grant obligations and responsibilities as set forth in the updated Scope of Work and Budget. These items are being provided with this letter along with an updated Certificate of Insurance and W-9.

Very truly yours,

BBA Water Consultants, Inc.

A handwritten signature in blue ink that reads "Wendy Ryan". The signature is fluid and cursive.

Wendy Ryan
Project Manager - Hydrologist

WAR/DON/jeb
Enclosures
2416.00

A handwritten signature in blue ink that reads "Dan O. Niemela". The signature is fluid and cursive.

Daniel O. Niemela, C.P.G.
Principal - Hydrogeologist

For: _____

By: _____
Authorized Signature Title

Date: _____



Last Update: January 10, 2022

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

| <u>Colorado Water Conservation Board</u> | |
|--|---|
| Water Supply Reserve Fund | |
| <u>Exhibit A - Statement of Work</u> | |
| Date: | August 27, 2024 |
| Water Activity Name: | Continued Monitoring of North Park Lysimeter Station |
| Grant Recipient: | BBA Water Consultants, Inc |
| Funding Source: | Basin Account |
| Water Activity Overview: (Please provide brief description of the proposed water activity (no more than 200 words). Include a description of the overall water activity and specifically what the WSRF funding will be used for. (PLEASE DEFINE ALL ACRONYMS).) | |
| <p>The North Platte Basin Roundtable previously funded efforts to re-establish a lysimeter system near Cowdrey, CO. Data gathered from the lysimeter system are used to quantify consumptive use from high altitude hay meadows in the North Platte River drainage as recommended in the January 2022 North Platte Basin Implementation Plan. The ability to better measure the actual amount of water consumed by irrigated hay meadows in the basin, particularly under variable climate conditions, is critical to protecting and maximizing the consumptive use of water permitted in the Equitable Apportionment Decree and the baseline depletion allowance in Colorado's Plan for Future Depletions in the Platte River Recovery Implementation Program.</p> <p>To continue this monitoring program, we are submitting this proposal for roundtable funds to purchase backup monitoring equipment and continue the lysimeter operations and monitoring for an additional 5-years. Several years of data from the previous grant were unable to be included due to non-reference conditions following disturbance from installation as well as system issues that were remedied throughout the study period to make the system operate in flood irrigated meadows.</p> | |
| Objectives: (List the objectives of the project. (PLEASE DEFINE ACRONYMS).) | |



Last Update: January 10, 2022

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- 1.) Purchase additional equipment as needed for the project.
- 2.) Purchase additional supplies for installation of soil moisture sensors.
- 3.) Continue lysimeter monitoring for an additional 5 years to add additional data to the study period.
- 4.) Analyze data and provide documentation of quantified consumptive use from high altitude hay meadows, including comparison to newer satellite derived techniques.

| Tasks |
|---|
| Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS) |
| <u>Task 1 – Equipment Procurement</u> |
| Description of Task: This task is largely completed; however, the remaining budget will be used to buy additional supplies as needed for the project. The supplies include those necessary for performance of the lysimeter system, such as batteries, zip ties, pumps, irrigation timers, and any other essential items needed to complete the project. |
| Method/Procedure: |



Last Update: January 10, 2022

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

| Tasks |
|--|
| Purchase items needed in the field to implement the project. |
| Grantee Deliverable: (Describe the deliverable the grantee expects from this task) |
| Continued operation of the system & soil moisture monitoring data. |
| CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task) |
| Proof of procurement such as invoice, receipt, etc. |

| Tasks |
|---|
| Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS) |
| <u>Task 2 – Purchase additional soil moisture monitoring equipment</u> |
| Description of Task: |
| Soil moisture sensor have been procured. The only remaining task is to install them in the field adjacent to the lysimeters. The remaining funds are targeted for purchasing supplies for the field installation. |
| Method/Procedure: |



Last Update: January 10, 2022

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| Tasks |
|---|
| Purchase supplies necessary for performance of the lysimeter system, such as t-posts, zip ties, and weatherproof enclosures to install soil moisture sensors. |
| Grantee Deliverable: (Describe the deliverable the grantee expects from this task) |
| Analysis of soil moisture conditions which aid in limiting the analysis period. |
| CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task) |
| Soil moisture datasets and final reporting describing incorporation of the data. |

| Tasks |
|---|
| Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS) |
| <u>Task 3 – Lysimeter operations and monitoring for additional 5 years.</u> |
| Description of Task: |
| Lysimeter operations and monitoring entails field visits to the station at the beginning of the season, and monthly thereafter during the irrigation season to ensure proper operation of the system. |
| Method/Procedure: |



Last Update: January 10, 2022

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| Tasks |
|---|
| Site visits are conducted monthly during the irrigation season to monitor vegetative growth both in the lysimeter can as well as the surrounding fields as well as irrigation practices and electronics. Efforts are made to trim the grass on the lysimeters near the same time as the surrounding vegetation. |
| Grantee Deliverable: (Describe the deliverable the grantee expects from this task) |
| Datasets of lysimeter operations as well as summary results and final reporting. |
| CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task) |
| Final reporting of lysimeter operations and datasets collected. |

| Tasks |
|--|
| Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS) |
| <u>Task 4 – Data analysis and reporting</u> |
| Description of Task: |



Last Update: January 10, 2022

<https://cwcb.colorado.gov/>**Tasks**

Continue data analysis to quantify consumptive use experienced by the lysimeter system with ongoing comparison to outside datasets such as the collocated CoAgMet station and new satellite derived consumptive use (OpenET). Data analysis is then summarized in final reports.

Method/Procedure:

Lysimeter data are inspected weekly to process data as well as ensure proper operation. Data are analyzed to account for rain and irrigation events and daily consumptive use is quantified. The quantification from the lysimeters is then compared to the CoAgMet station estimates of potential and actual crop ET. Additionally, datasets from Open ET are compared; however, these estimates are monthly whereas other analyses will limit the analysis to periods when reference conditions are satisfied.

Grantee Deliverable: (Describe the deliverable the grantee expects from this task)

Comparison of lysimeter data to CoAgMet and other estimates of consumptive use.

CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)

Final reporting of quantified consumptive use with comparison to other methods for verification of results.



Last Update: January 10, 2022

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Budget and Schedule

Exhibit B - Budget and Schedule: This Statement of Work shall be accompanied by a combined [Budget and Schedule](#) that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in excel format. A separate excel formatted Budget is required for engineering costs to include rate and unit costs.

Reporting Requirements

Progress Reports: The grantee 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. The CWCB may withhold reimbursement until satisfactory progress reports have been submitted.

Final Report: At completion of the project, the grantee shall provide the CWCB a Final Report on the grantee's letterhead that:

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

Payments

Payment will be made based on actual expenditures, must include invoices for all work completed and must be on grantee's letterhead. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

The CWCB will pay the last 10% of the entire water activity budget when 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 contract will be closed without any further payment. Any entity that fails to complete a satisfactory Final Report and submit to CWCB within 90 days of the expiration of a purchase order or contract may be denied consideration for future funding of any type from CWCB.

Performance Requirements

Performance measures for this contract shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit B. Per Grant Guidelines, the CWCB will pay out the last 10% of the budget when the final deliverable is completed to the satisfaction of CWCB staff. Once the final deliverable has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

(b) Accountability: Per the Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per the Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.



COLORADO
 Colorado Water Conservation Board
 Department of Natural Resources



Colorado Water Conservation Board

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| Water Supply Reserve Fund | |
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| EXHIBIT B - BUDGET AND SCHEDULE - Direct & Indirect (Administrative) Costs | |
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|--|--|

Date: August 27, 2024

Water Activity Name: North Park Lysimeter Study

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|-------------------------------------|
| Grantee Name: BBA Water Consultants |
|-------------------------------------|

| <u>Task No.</u> ⁽¹⁾ | <u>Description</u> | <u>Start Date</u> ⁽²⁾ | <u>End Date</u> | <u>Matching Funds</u> (cash & in-kind) ⁽³⁾ | <u>WSRF Funds</u> | <u>Total Budget</u> |
|--------------------------------|--|----------------------------------|-----------------|--|-------------------|---------------------|
| <u>1</u> | Procurement of Equipment | <u>Notice to Proceed</u> | <u>Mar-28</u> | \$908 | \$ 2,725 | \$ 3,633 |
| <u>2</u> | Research and purchase of soil moisture sensors | <u>Notice to Proceed</u> | <u>Mar-28</u> | \$80 | \$ 240 | \$ 320 |
| <u>3</u> | Lysimeter operations and monitoring - Assume 5 - 6 field visits per year | <u>Notice to Proceed</u> | <u>Mar-28</u> | \$11,934 | \$ 35,804 | \$ 47,738 |
| <u>4</u> | Data Analysis and Reporting | <u>Notice to Proceed</u> | <u>Mar-28</u> | \$8,999 | \$ 26,996 | \$ 35,995 |
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| | | | | | | |
| Total | | | | \$21,921 | \$65,764 | \$87,686 |

(2) Start Date for funding under \$50K - ~ 45 Days from Director Approval; Start Date for funding over \$50K - ~90 Days from Board Approval.

- Reimbursement eligibility commences upon the grantee's receipt of a Notice to Proceed (NTP)

- **NTP will not be accepted as a start date.** Project activities may commence as soon as the grantee enters contract and receives formal signed State Agreement.

The CWCB will pay the last 10% of the entire water activity budget when the Final Report is completed to the satisfaction of the CWCB staff project manager. Once the Final Report has been accepted, the final payment has been issued, the water activity and purchase order (PO) or contract will be closed without any further payment. Any entity that fails to complete a satisfactory Final Report and submit to the CWCB with 90 days of the expiration of the PO or contract may be denied consideration for future funding of any type from the CWCB.

- Additionally, the applicant shall provide a progress report every 6 months, beginning from the date of contract execution
- Standard contracting procedures dictate that the Expiration Date of the contract shall be 5 years from the Effective Date.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/26/2024

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 have **ADDITIONAL INSURED** provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500 | CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|-------|--|-------|---------------------------------------|-------|--|-------|-------------|--|-------------|--|
| INSURED BBA Water Consultants, Inc. 333 W. Hampden Ave. #1050 Englewood, CO 80110 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER D : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Travelers Indemnity Company of CT | 25682 | INSURER B : Travelers Property Cas. Co. of America | 25674 | INSURER C : Berkley Insurance Company | 32603 | INSURER D : Charter Oak Fire Insurance Company | 25615 | INSURER E : | | INSURER F : | |
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| INSURER C : Berkley Insurance Company | 32603 | | | | | | | | | | | | | | |
| INSURER D : Charter Oak Fire Insurance Company | 25615 | | | | | | | | | | | | | | |
| 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | 6803J5867152447 | 07/29/2024 | 07/29/2025 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| D | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | X | X | BA0S1068672447G | 07/29/2024 | 07/29/2025 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000 | X | X | CUP9P9128142447 | 07/29/2024 | 07/29/2025 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Professional Liability Claims Made | | | AEC907905606 | 07/29/2024 | 07/29/2025 | \$2,000,000 per claim \$2,000,000 annl aggr. |

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

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. The Umbrella / Excess Liability policy provides excess coverage (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

State of Colorado
 Colorado Water Conser vation Board
 1313 Sherman Street, room 718
 Denver, CO 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



DESCRIPTIONS (Continued from Page 1)

over the General Liability and Automobile Liability. The General Liability and Automobile Liability insurance applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability and Automobile Liability.

Please note that Additional Insured status does not apply to Professional Liability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2024

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 have **ADDITIONAL INSURED** provisions or 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 GMGS Risk Management & Insurance Services 6201 Oak Canyon, Suite 100 Irvine, CA 92618 www.gmgs.com 0B84519 | CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Property & Casualty Insurance Company of Hartford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | FAX (A/C, No): NAIC # |
|--|---|---|

COVERAGES**CERTIFICATE NUMBER:** 81557658**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 |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | 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 <input type="checkbox"/> OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE \$ \$ \$ |
| A | 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 <input type="checkbox"/> N / A | | | 72 WEC BH0YUC | 6/21/2024 | 6/21/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**State of Colorado
Colorado Water Conservation Board
1313 Sherman Street, Room 718
Denver CO 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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ACORD 25 (2016/03)

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