

July 9, 2009

Final Report for Mancos River Restoration Projects

CWCB Severance Tax Grant

Awarded to the Mancos Conservation District: July 1st, 2008

Work Completed: June 30th, 2009

Report submitted by: Felicity Broennan, Mancos Watershed Project Director & Russell Klatt, NRCS Technician

Introduction

The Mancos River watershed covers 203 square miles, with elevations ranging from over 13,000 ft. to 4,000 ft, and consists of alpine tundra, forested mountains, canyons, semi-arid high valleys of agriculture, and desert. The watershed boasts three reservoirs: Jackson Gulch Dam, Bauer Lake, and Weber Reservoir.

The Mancos River is the primary artery of water through the watershed, from its headwaters in the high alpine zone of the La Plata Mountains (managed by the San Juan National Forest) to the desert confluence with the San Juan River in New Mexico (on the Navajo Reservation). Along with its tributaries, the river supplies water to the town of Mancos and outlying residents, to ranchlands and farms for irrigation, to Mesa Verde National Park, and the Ute Mountain Ute Tribe and their agricultural interests, plus it provides essential habitat for wildlife.

Both the land and water composing this watershed suffer from divergent needs and piecemeal management. The watershed area is fractioned into public, private, tribal, national park, ranch, and small family farm lands.

Some of the primary issues affecting the watershed include the recent drought that has stressed all of our systems. Trees at multiple elevations are experiencing beetle infestations, invasive weeds are gaining a stronghold in the overly dry and disturbed soils, and runoff from hillsides struck by recent forest fires is carrying heavy sediment loads into the streams and river. We are also working with the dewatering of the stream itself during summer months when water is diverted for irrigation in the Mancos Valley. Therefore, there is little aquatic fish habitat in the Mancos Valley below the forest and above the Mesa Verde boundary.

Degradation of the Mancos River waterway itself can be seen in the severe braiding, heavy stream bank erosion, diminished flood plain areas, the spread of Russian olive and tamarisk, and the fact that the river often runs dry along many reaches in the summer.

Description of Projects

The Mancos Conservation District was awarded \$75,000 from the CWCB for restoration sites on two different parcels of land. Both of these river restoration projects took place on ranches that have been grazing cattle along the waterway for 50 to sixty years. With the enthusiastic backing of the ranch owners, we proceeded to restore these two stretches of river.

Perry Ranch

This project involved 1500 feet of waterway on the Mancos River, located in the lower irrigated portion of the valley. The riparian area on the Perry Ranch has been highly impacted by cattle grazing. The resultant loss of woody vegetation, and associated root mass, has increased the amount of bank erosion and sediment delivery downstream. As the channel widens and bed-load increases the river no longer sustains an adequate width to depth ratio, creating a river that is wide, shallow and warm. This lack of pools, sediment loading and inadequate riparian vegetation has severely damaged the aquatic health of this reach of the river. The purpose of this restoration project was to stabilize the erosion of steep banks, provide fish habitat, reduce stream temperatures, eliminate invasive species and establish riparian vegetation. Fencing was erected to enable the newly re-vegetated areas to grow without interference from livestock.

Wolcott Ranch

Five hundred feet of vertical bank up to 15 feet in height had formed at a bend in the river where the water continuously created erosion, smothering the stream bottom with fine sediments and calving off whole chunks of Mancos shale into the waterway. As with the upstream Perry site, the purpose of to stabilize the erosion of steep banks, provide fish habitat, reduce stream temperatures, eliminate invasive species and establish riparian vegetation. Fencing was erected here too, to enable the newly re-vegetated areas to grow without interference from livestock.

Methods

Perry Ranch:

A mini-excavator was used to shave back the vertical banks on two portions of the river. On the upper portion of the project area, 150 feet of bank was stabilized and two rock barbs as well as one root wad were installed. A short distance downstream one rock barb and a full spanning weir were used to provide fish habitat. At the lower portion of the site, 300 feet of 6 foot vertical banks were reduced to a slope of three to one. The top sod layer was pulled back and set aside, then replanted on the newly established grade. To prevent lateral erosion of the river bend, five bank barbs were installed to move the thalweg away from the bank and provide deep water pools. A full spanning weir was installed at the lower end of this site to back the water up and reduce velocities upstream while providing a backwater pool for additional fish habitat. A total of 72.2 tons of rock (34.2 cu.yds.) were used on the site, as well as three trees with root wads. Willow was harvested from nearby areas and replanted along the entire length of the project. Wild grass seed mix was spread over disturbed areas and on the manipulated slopes. Tamarisk and Russian Olive were mechanically removed from both riparian and adjacent areas. A cutoff fence installed upstream from the project area will restrict cattle from grazing this portion of the river. Emergent thistle were sprayed to allow grass and forb species to dominate.

Wolcott Ranch:

This site involved re-working 500 feet of vertical bank ranging from 10 to 15 feet in height using the mini-excavator. An estimated 8000 cubic yards of soil were removed along this bank to establish a three to one slope to the water edge. This soil was spread out along even contours on the adjacent field, which was then seeded with a pasture grass mix. The re-sloped banks were seeded with a mixture of Western Wheatgrass and 50% annual 50% perennial Ryegrass, then covered with erosion control matting. A sprinkler system, utilizing Wolcott's irrigation pipeline, was then installed to water the grass seed.

A total of 61.15 tons of rock (28.9 cu.yds.) were used to install five bank barbs and one full spanning weir. Again, these were used to both reduce lateral bank erosion and to provide fish habitat in the form of deep water pools. Willow bundles and individuals were planted along the water's edge, and the entire area fenced off to prevent grazing of the plantings.

Monitoring

Prior to planning and implementation of both the Perry and Wolcott projects, the site was surveyed using GPS instruments through the Natural Resources Conservation Service (NRCS Design Sheets). This information is stored on the NRCS computer system at the Cortez Field Office within the Engineering Department, by Russell Klatt-Technician. Hard copies of the survey were stored with both the Mancos Conservation District (MCD) and the Colorado Water Conservation Board (CWCB).

The in-stream rock structures on the Perry project were installed prior to spring runoff on the river, therefore, the hydrology of the mean high water redistributed the bed-load for one season. This stream channel alteration can be monitored over time using the GPS cross sections stored at the NRCS, (see pages 2, 4, 5 of the NRCS Design Sheets for the Perry Ranch Project). The Wolcott Ranch project was implemented through the NRCS with time constraints disallowing the Design Sheets. The GPS data for the Wolcott Project includes cross sections, however, the in-stream structures were installed after spring runoff and stream channel alteration from high water hasn't yet occurred. Cross sectional monitoring of the Wolcott structures will be done following runoff in the spring of 2010.

Monitoring of vegetation growth will be done with photo points. Several photo points established on the Perry project were changed from the original GPS survey. Before and after shots have been recorded using background topography alignment. Solid GPS data for these points will have to be established. Photo points for the Wolcott project have well defined GPS coordinates which are included with the final report and the NRCS survey files.

Monthly water quality monitoring of in-stream temperatures will take place as part of our routine Colorado River-Watch program.

Documentation:

GPS survey cross-sections, photos, and photo points are being mailed hard-copy via priority mail.

Final Accounting for Mancos Conservation District
 Severance Tax Grant for Perry Ranch & Wolcott Ranch Restoration Projects
 Completed June 31st, 2009

	CWCB	Match (Cash & in-kind)
Perry Ranch Restoration		
TASK 1	8,258.94	
TASK 2	11,515.49	
TASK 3	5,438.46	
TOTAL	25,212.89	
Wolcott Ranch Restoration		
TASK 1	11,702.50	
TASK 2	18,466.83	
TASK 3	6,105.38	
TOTAL	36,274.71	
NRCS	Project Lead, time, design, oversight	17,065
MCD	materials, VISTA time	5,900
Goode Pit	materials	1,600
TOTALS	61,487.60	24,565

Wolcott Project Photo Points

photo point 1

Northing - 9961.058

Easting - 10866.7

Elevation - 6457.242 ft.

photo point 2

Northing - 9759.13

Easting - 10809.18

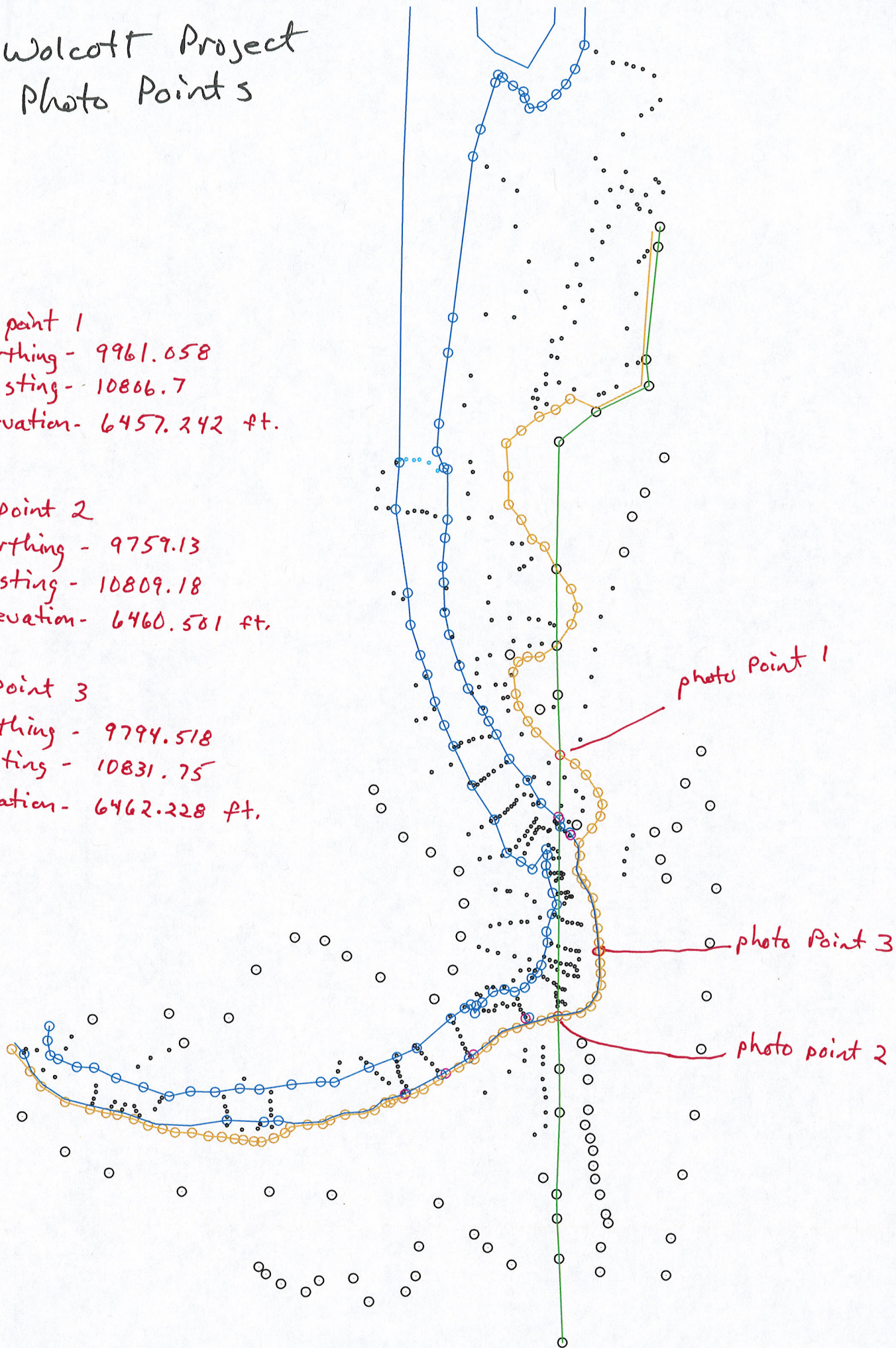
Elevation - 6460.581 ft.

photo point 3

Northing - 9794.518

Easting - 10831.75

Elevation - 6462.228 ft.



walcott Project Photo Point 1



Wolcott Project Photo Point 1



Wolcott Project Photo Point 2



Wolcott Project

photo Point 2



Wolcott Project Photo Point 3



Walcott Project Photo Point 3



Perry - Photo Point 1





Perry

Photo Point 2





Perry Photo Point 3





Perry Photo Point 4





Perry Photo Point 5





Perry Photo Point 6





MANCOS RIVER

GPS Survey

- Water Edge 9/19/08
- - - Sidechannel (dry 9/19/08)
- Fence
- xS"x Cross Sections (GPS Survey Points)
- TBM"x Temporary Bench Mark

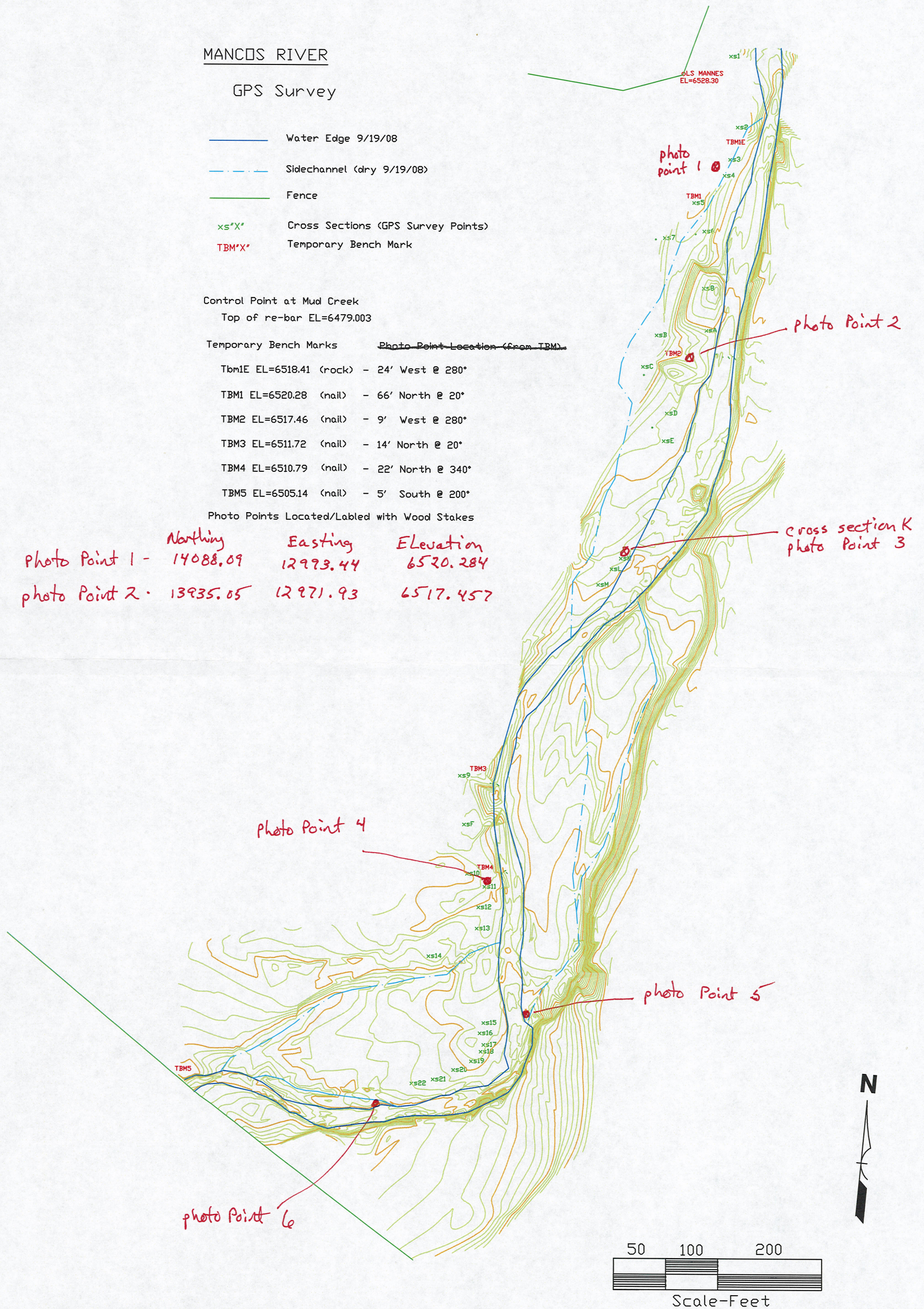
Control Point at Mud Creek
Top of re-bar EL=6479.003

Temporary Bench Marks ~~Photo Point Location (from TBM)~~

- Tbm1E EL=6518.41 (rock) - 24' West @ 280°
- TBM1 EL=6520.28 (nail) - 66' North @ 20°
- TBM2 EL=6517.46 (nail) - 9' West @ 280°
- TBM3 EL=6511.72 (nail) - 14' North @ 20°
- TBM4 EL=6510.79 (nail) - 22' North @ 340°
- TBM5 EL=6505.14 (nail) - 5' South @ 200°

Photo Points Located/Labeled with Wood Stakes

	Northing	Easting	Elevation
photo Point 1 -	14088.09	12993.44	6520.284
photo Point 2 -	13935.05	12971.93	6517.457



United States Department of Agriculture



CTA - MANCOS RIVER RESTORATION

GPS SURVEY
Mancos SCD

Job Class II
T35N R14W SEC11

	Date
Designed: Russell Klatt	10/08
Drawn: Russell Klatt	10/08
Checked:	
Approved: RML/S/	11/14/08

Perry Project - Cross Sections

MANCOS RIVER

GPS Survey

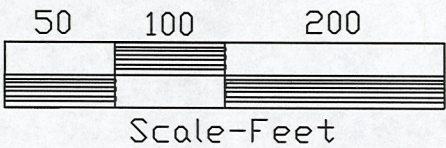
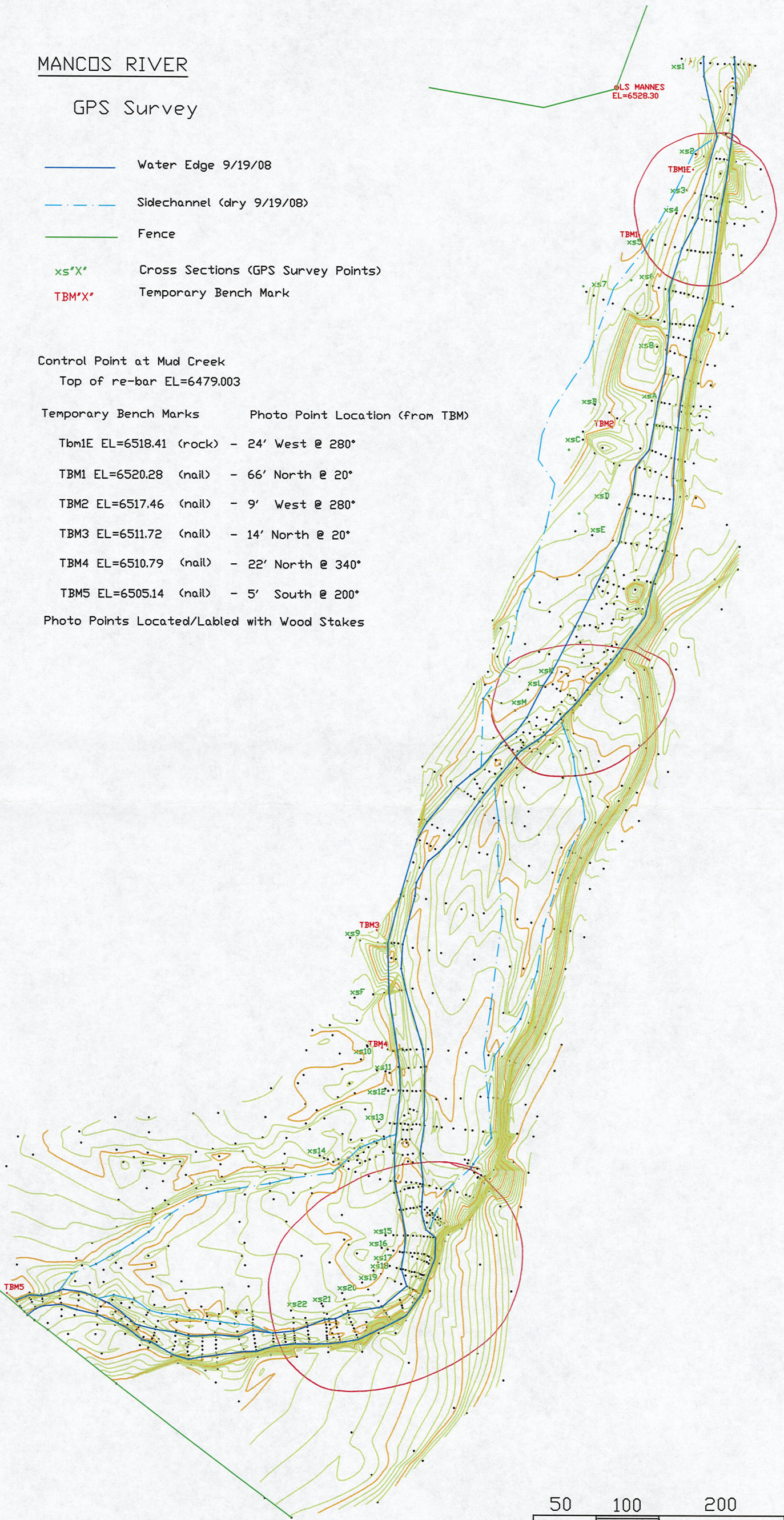
- Water Edge 9/19/08
- Sidechannel (dry 9/19/08)
- Fence
- xs"x" Cross Sections (GPS Survey Points)
- TBM"x" Temporary Bench Mark

Control Point at Mud Creek
Top of re-bar EL=6479.003

Temporary Bench Marks Photo Point Location (from TBM)

Tbm1E EL=6518.41 (rock)	- 24' West @ 280°
TBM1 EL=6520.28 (nail)	- 66' North @ 20°
TBM2 EL=6517.46 (nail)	- 9' West @ 280°
TBM3 EL=6511.72 (nail)	- 14' North @ 20°
TBM4 EL=6510.79 (nail)	- 22' North @ 340°
TBM5 EL=6505.14 (nail)	- 5' South @ 200°

Photo Points Located/Labled with Wood Stakes



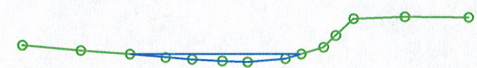
xs2



xs3



xs4



xsK



xsM





Mancos Conservation District

PO Box 308, Mancos, CO 8128

February 9, 2009

Attn: Chris Sturm

Re: Severance Tax Grant

PO#: OE PDA 09000000034

OK to pay
Chris Sturm
(Chris Sturm)
2/9/09
2/9/09
(RM 3)

REQUEST FOR REIMBURSEMENT INVOICE

Task 1	Felicity Broennan	Pre-project preparation including Proposal, permitting, engineering, etc. See attached invoice \$4,000.00
Task 1	T & M Dirtworks	Storage of project materials on site See attached invoice \$4,258.94
Task 2	Keith Duncan	Removal of invasive species See attached invoice \$2,899.85

TOTAL REQUEST --- \$11,158.79

Felicity Broennan
Mancos Valley Watershed Management & Protection Plan
P.O. Box 1221 ♦ Mancos ♦ Colorado ♦ 81328 ♦ 970.759.0203

Invoice

Mancos Conservation District
PO Box 308
Mancos, CO 81328

February 2nd, 2009

Grant: CWCB Severance Tax

Work Completed: Project Management 80 hours
Pre-project preparation including project proposal, permitting, project engineering and surveying, project design, collection of construction bids, and purchase, collection, overseeing storage of construction materials. Meetings with contractors; meetings with project supervisors; meetings with CWCB representatives.

Hours: 80 x \$50.00/hr.

Total owed: \$4,000

FD

TFSL

T&M Dirtworks, Inc.

P.O. Box 1254

Mancos, CO 81328

970-533-7673

970-946-3231-cell

Invoice

Date	Invoice #
2/2/2009	09-47

Bill To
Mancos Conservancy District

Project	Terms
Perry Ranch PO# 0034	Due on receipt

Serviced	Description	Quantity	Rate	Amount
1/30/2009	Dump Truck	1.5	88.00	132.00
1/30/2009	Dump Truck	1.5	88.00	132.00
2/4/2009	Material <i>Wldo Rocks.</i>	1	3,730.94	3,730.94
2/4/2009	Dump Truck	1.5	88.00	132.00
2/4/2009	Dump Truck	1.5	88.00	132.00

Thank you for your business.

Total \$4,258.94

Payments/Credits \$0.00

Balance Due \$4,258.94

Keith Duncan-Problem Solver
6520 Co Rd 24.5
Cortez, Colorado 81321

Invoice

5-11-2009
641

DATE	INVOICE #
01/23/09	498

BILL TO:
Mancos Conservation District PO Box 308 Mancos, Colo 81328

P.O. NUMBER	TERMS	PROJECT
09-034		

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	transport equipment to & from jobsite (skidsteer)	75.00	75.00
2.5	tracked skidsteer by the hour (1/19 push snow from path to job)	95.00	237.50
3.3	tracked skidsteer by the hour (1/20 push snow from jobsite & along river)	95.00	313.50
1.7	tracked skidsteer by the hour (1/21 clean snow from jobsite)	95.00	161.50
1.5	excavator/trackhoe by the hour (1/20 push snow)	105.00	157.50
1.5	excavator/trackhoe by the hour (1/21 dig out ditch, install pipe & gravel)	105.00	157.50
7.3	transport equipment to & from jobsite (excavator)	75.00	75.00
	excavator/trackhoe by the hour (1/22 mow tamarisk, pull russian olive)	105.00	766.50
3	chipper attached to excavator by the hr	35.00	105.00
1.75	dump truck/by the hour (1/21 haul gravel to ditch crossing)	70.00	122.50
20.04	cost of materials (3" minus gravel / by ton)	8.80	176.35
8	hourly charge for helper/laborer (Glen 1/22 spray Garlon to tamarisk, saw russian olive)	16.50	132.00
1.75	cost of materials (1.75 gal Garlon/ diesel fuel)	140.00	245.00
1	pu of material (Garlon from Dove creek)	70.00	70.00
3	supervisor/admin by the hour rate	35.00	105.00
		TOTAL	\$2,899.85

Task 2 pc.

Mancos Conservation District

PO Box 308, Mancos, CO 8128

February 18, 2009

Attn: Chris Sturm

Re: Severance Tax Grant

PO#: OE PDA 09000000034

REQUEST FOR REIMBURSEMENT INVOICE

Task 2	Keith Duncan	Rock and Material on Site See attached invoice \$7,872.50
Task 2	T & M Dirt Works	Haul Rock to Site See attached invoice \$743.14

TOTAL REQUEST -- \$8,615.64

2/19/09

OK to pay
Chris Sturm
(Chris Sturm)
2/19/09
C.M.B.



Keith Duncan-Problem Solver
6520 Co Rd 24.5
Cortez, Colorado 81321

Invoice

DATE	INVOICE #
02/12/09	500

BILL TO:
Mancos Conservation District PO Box 308 Mancos, Colo 81328

P.O. NUMBER	TERMS	PROJECT
09-034		

QUANTITY	DESCRIPTION	RATE	AMOUNT
1.75	tracked skidsteer by the hour (push snow from road 1/29)	95.00	166.25
2	tracked skidsteer by the hour (spread gravel for truck crossing 1/30)	95.00	190.00
7.5	excavator/trackhoe by the hour (2/2- move dirt from bank to a 3 to 1 slope)	110.00	825.00
7.5	dump truck/by the hour (2/2- haul dirt)	70.00	525.00
8	excavator/trackhoe by the hour (2/3 move dirt, place rocks in river)	110.00	880.00
5.5	dump truck/by the hour (2/3- haul dirt)	70.00	385.00
3.5	tracked skidsteer by the hour (2/3 spread dirt)	95.00	332.50
7	excavator/trackhoe by the hour (2/4- move dirt from bank, place sod, clean up)	110.00	770.00
3.5	tracked skidsteer by the hour (2/4- spread dirt, clean up)	95.00	332.50
4.5	dump truck/by the hour (2/4- haul dirt)	70.00	315.00
5	hourly charge for helper/laborer (Glen-2/2,2/3,2/4,2/5,2/6)	16.50	82.50
8.25	excavator/trackhoe by the hour (2/6- place rocks & root balls in river)	110.00	907.50
3	tracked skidsteer by the hour (2/6- level dirt, clean up, bring rocks to excavator)	95.00	285.00
0.5	dump truck/by the hour (2/6, move rocks)	70.00	35.00
30.75	excessive wear	10.00	307.50
7.25	tracked skidsteer by the hour (2/11,2/12clear snow, clean up)	95.00	688.75
7	excavator/trackhoe by the hour (2/12-place rocks, root ball, slope bank)	110.00	770.00
1	transport equipment from jobsite by hr rate	75.00	75.00
 		TOTAL	\$7,872.50

T&M Dirtworks, Inc.

P.O. Box 1254

Mancos, CO 81328

970-533-7673

970-946-3231-cell

Invoice

Date	Invoice #
2/13/2009	09-66

Bill To
Mancos Conservancy District

Project	Terms
Perry Ranch #0034	Due on receipt

Serviced	Description	Quantity	Rate	Amount
1/30/2009	2 loads 3" RB Material		224.14	224.14
2/3/2009	Dump Truck	3	85.00	255.00
2/3/2009	Dump Truck	3	88.00	264.00

Thank you for your business.

Total \$743.14

Payments/Credits \$0.00

Balance Due \$743.14

Mancos Conservation District

PO Box 308, Mancos, CO 8128

April 22, 2009

Attn: Chris Sturm

Re: Severance Tax Grant

PO#: OE PDA 09000000034

OK to pay
Chris Sturm 4/22/09
(Chris Sturm)
4/22/09
(from B)

REQUEST FOR REIMBURSEMENT INVOICE

Task 3	MCD	Payroll for 3 people for tree planting, etc See attached invoice \$4,733.04
Task 3	MCD	Planting materials, equipment See attached invoice \$598.60
Task 3	SW Seed	Seed for Planting See attached invoice \$106.82

TOTAL REQUEST — \$5,438.50

MANCOS CONSERVATION DISTRICT
Transaction Detail By Account
January 1, 2006 through April 20, 2009

Type	Date	Num	Name	Original Amount	Paid Amount	Balance
Payroll Expenses						
Paycheck	3/31/2009	1760	SEVERANCE TAX ...	560.00	560.00	560.00
Paycheck	3/31/2009	1760	SEVERANCE TAX ...	34.72	34.72	594.72
Paycheck	3/31/2009	1760	SEVERANCE TAX ...	8.12	8.12	602.84
Paycheck	3/31/2009	1760	SEVERANCE TAX ...	4.48	4.48	607.32
Paycheck	3/31/2009	1760	SEVERANCE TAX ...	7.84	7.84	615.16
Paycheck	3/31/2009	1761	SEVERANCE TAX ...	542.50	542.50	1,157.66
Paycheck	3/31/2009	1761	SEVERANCE TAX ...	33.64	33.64	1,191.30
Paycheck	3/31/2009	1761	SEVERANCE TAX ...	7.87	7.87	1,199.17
Paycheck	3/31/2009	1761	SEVERANCE TAX ...	4.34	4.34	1,203.51
Paycheck	3/31/2009	1761	SEVERANCE TAX ...	7.60	7.60	1,211.11
Paycheck	4/15/2009	1765	SEVERANCE TAX ...	962.50	962.50	2,173.61
Paycheck	4/15/2009	1765	SEVERANCE TAX ...	59.68	59.68	2,233.29
Paycheck	4/15/2009	1765	SEVERANCE TAX ...	13.96	13.96	2,247.25
Paycheck	4/15/2009	1765	SEVERANCE TAX ...	7.70	7.70	2,254.95
Paycheck	4/15/2009	1765	SEVERANCE TAX ...	13.48	13.48	2,268.43
Paycheck	4/15/2009	1766	SEVERANCE TAX ...	910.00	910.00	3,178.43
Paycheck	4/15/2009	1766	SEVERANCE TAX ...	56.42	56.42	3,234.85
Paycheck	4/15/2009	1766	SEVERANCE TAX ...	13.19	13.19	3,248.04
Paycheck	4/15/2009	1766	SEVERANCE TAX ...	7.28	7.28	3,255.32
Paycheck	4/15/2009	1766	SEVERANCE TAX ...	12.74	12.74	3,268.06
Paycheck	4/15/2009	1767	SEVERANCE TAX ...	1,015.00	1,015.00	4,283.06
Paycheck	4/15/2009	1767	SEVERANCE TAX ...	62.93	62.93	4,345.99
Paycheck	4/15/2009	1767	SEVERANCE TAX ...	14.72	14.72	4,360.71
Paycheck	4/15/2009	1767	SEVERANCE TAX ...	8.12	8.12	4,368.83
Paycheck	4/15/2009	1767	SEVERANCE TAX ...	14.21	14.21	4,383.04
Total Payroll Expenses					4,383.04	4,383.04
TOTAL					4,383.04	4,383.04

Dustin,
Sandra &
Swain

+wmc \$350.00
(wagmen's comp ins)

\$4,733.04




Statement

Date 2/13/2009

To

Mancos Valley Business Center
PO Box 701
Mancos, CO 81328

Amount Due	Amount Enclosed
\$106.82	

Date	Transaction	Amount	Balance
02/11/2009	INV #36802. Due 03/13/2009. Orig. Amount \$53.41.	53.41	53.41
02/13/2009	INV #36803. Due 03/15/2009. Orig. Amount \$53.41.	53.41	106.82
			

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
106.82	0.00	0.00	0.00	0.00	\$106.82

TERMS: Statement is due and payable on or before 30 days from invoice date, after which 1.5% interest per month (18% per year) can be added to the unpaid balance, with a minimum finance charge of \$5.00.



Mancos River Restoration-Severance Grant

Revegetation

ITEM	QUANTITY	RATE	COST
Wild Grass Seed	9.8 Lbs	\$10.90/lb	\$106.82
NRCS Tech. Spread Seed	4 Hours	\$16.24/hour	\$64.96
Willow Planting:			
Planting Materials	Varied	Varied	\$293.34
Hip Waders	4	\$39-69.95	\$305.26
NRCS Technician	2		
Laborers	2		
Volunteers	2		

} 598.60

THANK YOU FOR SHOPPING AT
BASIN CO-OP, INC.
(970) 247-3066

RECEIPT MUST ACCOMPANY RETURNS & SUBJECT
TO RESTOCK FEE. SALES FINAL ON SALE ITEMS
3/23/09 2:11PM DLA 569 SALE

0226726 1 EA 69.95 EA
BOOTS IRRIGATION HIP GR. 69.95

SUB-TOTAL: 69.95 TAX: 3.43
TOTAL: 73.38
BK CARD#: 58189

==> JRNL#F84815
CUST # *1

<<==

Duranglers
923 Main Ave
Durango, Co 81301
970 385 4081

03/23/09 Invoice # 15055
12:59 pm Customer # 0

Sales Person: Robert

=====

Pro Line Hipper Canvas-09	
1 @ 65.00 each	65.00*
Pro Line Hipper Canvas-11	
1 @ 65.00 each	65.00*
=====	
Sub-Total:	130.00
=====	
Tax[7.9]:	10.27*
=====	
Total:	140.27
MC *****8189 **/**:	140.27
=====	
T H A N K	Total Paid: 140.27
Y O U !	Change: 0.00

Duranglers
923 Main Ave
Durango, Co 81301
970 385 4081

03/23/09 Invoice # 15058
1:24 pm Customer # 1366

Sales Person: John

=====

Felt Sole Kit w/waterpf cement	
2 @ 22.95 each	45.90*
=====	
Sub-Total:	45.90
=====	
Tax[7.9]:	3.63*
=====	
Total:	49.53
MC *****8189 **/**:	49.53
=====	
T H A N K	Total Paid: 49.53
Y O U !	Change: 0.00

CIL 1757

THANK YOU FOR SHOPPING AT
Slavens True Value
(970) 565-8571

THANK YOU FOR SHOPPING AT
Slavens True Value
(970) 565-8571

Walmart 
Save money. Live better.

SUPER CENTER
WE SELL FOR LESS
MANAGER ROBERT ADAMSON
(970) 259-8765
STORE 2270 DURANGO, CO

ST# 2270 OP# 00004717 TE# 77 TR# 04714
WADERS 002559354620 39.00 X
SUBTOTAL 39.00
TAX 1 7.900 % 3.08
TOTAL 42.08
DEBIT TEND 42.08
CHANGE DUE 0.00

EFT DEBIT PAY FROM PRIMARY
ACCOUNT : 8189
42.08 TOTAL PURCHASE
REF # 908200545567
NETWORK ID. 0074 APPR CODE 021354
03/23/09 12:19:31

ITEMS SOLD 1

TC# 0400 8695 8058 7958 5444



Bitten by Twilight? Get exclusive
content at walmart.com/twilight
03/23/09 12:19:36

3/24/09 3:15PM JLC 569 SALE

248297	2	EA	6.99	EA S
TLR GT/45099 LHRP SHOVEL/FOM3			13.98	
834754	3	EA	6.49	EA
TV 5GAL WHT PAIL-- NO LID			19.47	
127954	1	EA	15.99	EA
9160 GT ANVIL LOPPER			15.99	
761096	1	EA	21.99	EA
MM 1/2"x200' Tape Rule			21.99	

SUB-TOTAL: 71.43 TAX: 5.29
TOTAL: 76.72
DEBIT/ATM: 76.72

DEBIT/ATM:XXXXXXXXXX8189
Debit network id:
Host reference #:014552 Bat#
Trace# 014552
AUTH#: 850815
ID: 062200573996053471
76.72

==> JRN#B41001 ((=
CUST # *5

** Payment from Primary Account **

Customer Copy

3/19/09 2:49PM BC 567 SALE

127954	3	EA	15.99	EA
9160 GT ANVIL LOPPER			47.97	
248297	2	EA	6.99	EA S
TLR GT/45099 LHRP SHOVEL/FOM3			13.98	
375006	1	EA	1.29	EA
2-1/2QT Multi-Mix Lid			1.29	
127855	3	EA	11.99	EA
9689 G/T BY PASS PRUNER			35.97	
761684	1	EA	24.99	EA
41 FOLDING SAW			24.99	
33641	1	EA	14.39	EA
36614 DURANGO GLVE BUCKSKIN S			14.39	
2048	1	EA	8.39	EA
3530 ECND PIGSKIN MD GLOVE			8.39	
2049	1	EA	8.39	EA
3530 ECND PIGSKIN LG GLOVE			8.39	
2047	3	EA	8.39	EA
3530 ECND PIGSKIN SM GLOVE			25.17	
669747	1	EA	11.99	EA
QT Primer/StainKiller			11.99	
193326	4	EA	2.29	EA
JT1 BALL OF STRING JUTE			9.16	

SUB-TOTAL: 201.69 TAX: 14.93
TOTAL: 216.62
DEBIT/ATM: 216.62

DEBIT/ATM:XXXXXXXXXX8189
Debit network id:
Host reference #:014309 Bat#
Trace# 014309
AUTH#: 030492
ID: 062200573996053471
216.62

June 1, 2009

Attn: Chris Sturm
Re: Severance Tax Grant - Phase 2
PO#: OE PDA 09000000034

Manco Conservation District
PO Box 308 Manco, CO 81328

REQUEST FOR REIMBURSEMENT
INVOICE

Task 1	MCC	Felicity Broennan - Project Management See attached invoice	\$4,000.00
Task 1	MCD	Project Materials to site See attached invoice	\$3,569.00

TOTAL REQUEST -- \$7,569.00

OK to pay 6/1/09
Vic Sturm
Chris Sturm
6/1/09

Felicity Broennan

Mancos Valley Watershed Management & Protection Plan
P.O. Box 1221 ♦ Mancos ♦ Colorado ♦ 81328 ♦ 970.759.0203

Invoice

Mancos Conservation District
PO Box 308
Mancos, CO 81328

May 26th, 2009

Grant: CWCB Severance Tax

Work Completed: Project Management 80 hours

Meetings with contractors; meetings with project supervisors; contact with CWCB representatives, project updates and reports; site identification; landowner liaison; proposal update & planning with supervisor; bid collection; volunteer/labor recruitment.

Hours: 80 x \$50.00/hr.

Total owed: \$4,000

Task 1

Keith Duncan-Problem Solver
6520 Co Rd 24.5
Cortez, Colorado 81321

Invoice

DATE	INVOICE #
05/20/09	559

BILL TO:

Mancos Conservation District
PO Box 308
Mancos, Colo 81328

P.O. NUMBER	TERMS	PROJECT
09-034		

QUANTITY	DESCRIPTION	RATE	AMOUNT
22.3	excavator/trackhoe by the hour (slope bank at project @ Walcott Ranch 5/14-5/20)	110.00	2,453.00
18.6	dump truck/by the hour (transport dirt to contour 5/14-5/20)	60.00	1,116.00
<i>Task 1</i>			
		TOTAL	\$3,569.00

T&M Dirtworks, Inc.

P.O. Box 1254

Mancos, CO 81328

970-533-7673

970-946-3231-cell

Invoice

Date	Invoice #
6/9/2009	09-404

Bill To
Mancos Conservancy District

		Project	Terms	
		State PO#09-47	Due on receipt	
Serviced	Description	Quantity	Rate	Amount
6/3/2009	End Dump	3.75	90.00	337.50
6/3/2009	Rocks	1	2,446.00	2,446.00

Thank you for your business.

Total \$2,783.50**Payments/Credits** \$0.00**Balance Due** \$2,783.50

Keith Duncan-Problem Solver
6520 Co Rd 24.5
Cortez, Colorado 81321

Invoice

DATE	INVOICE #
06/03/09	560

BILL TO:

Mancos Conservation District
PO Box 308
Mancos, Colo 81328

P.O. NUMBER	TERMS	PROJECT
09-034		

QUANTITY	DESCRIPTION	RATE	AMOUNT
32.5	excavator/trackhoe by the hour (5/20-6/3, remove dirt & slope bank)	110.00	3,575.00
36.25	tracked skidsteer by the hour5/50-6/3 load & move dirt to contours)	95.00	3,443.75
22.5	dump truck/by the hour (5/20-6/3)	60.00	1,350.00
		TOTAL	\$8,368.75

Mancos Conservation District

PO Box 308, Mancos, CO 81328

June 25, 2009 – FINAL

Attn: Chris Sturm

Re: Severance Tax Grant – Phase 2

PO#: OE PDA 09000000034

REQUEST FOR REIMBURSEMENT INVOICE

Task 2	MCD	Western Excelsior – Material See attached invoices \$852.00
Task 2	MCD	Keith Duncan – Fencing, plant willows, labor See attached invoice \$5,357.33
Task 2	MCD	Keith Duncan – Bank reshaping, construction of Rock & woody debris structures \$5,238.75
Task 3	MCD	Keith Duncan – Re-seeding, seeder, labor See attached invoice \$1,616.20
Task 3	MCD	IFA Country Store – Supplies See attached invoice \$139.18
Task 3	MCD	Felicity Broennan – meetings, final report, etc See attached invoice \$3,500.00

Task 3

MCD

Mancos Conservation District – Grant
Administration – See attached invoice

\$850.00

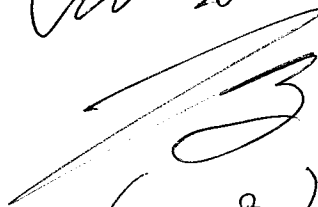
TOTAL REQUEST — \$17,553.46

6/26/09

OK to pay

Chris Stum

(Chris Stum)


(PM B)

6/26/09

**WESTERN EXCELSIOR CORPORATION**

901 Grand Avenue
Mancos, Colorado 81328 USA
Ph: 970-533-7412 Fax: 970-533-7211

PAGE: 1

REMIT TO:
WESTERN EXCELSIOR CORPORATION
P.O. BOX 635037
CINCINNATI, OH 45263-5037

INVOICE NUMBER: 0023367-IN
INVOICE DATE: 06/17/09
ORDER NUMBER: 0021099
ORDER DATE: 06/17/09
CUSTOMER NUMBER 00-MISC

SOLD TO			SHIP TO			
Mancos Conservation District P.O. Box 308 Mancos CO 81328			Mancos Conservation District P.O. Box 308 Mancos CO 81328			
CUSTOMER P.O.	SHIP VIA	BILL OF LADING		TERMS		
09-34Task#3 (2)	WILL CALL			Net 30		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
1 S-2-8X90 Xcel Superior 8' x 90'	EACH	4.000	4.000	0.000	37.000	148.00
STAPLES 6X1X6 6 x 1 x 6 11 ga. Wire Staple	BOX	1.000	1.000	0.000	25.000	25.00
Shipped via Will Call. B/L #21099. Freight collect.						
Task 2						

**WESTERN EXCELSIOR CORPORATION**

901 Grand Avenue
Mancos, Colorado 81328 USA
Ph: 970-533-7412 Fax: 970-533-7211

REMIT TO:
WESTERN EXCELSIOR CORPORATION
P.O. BOX 635037
CINCINNATI, OH 45263-5037

NET INVOICE: 173.00
FREIGHT: .00
SALES TAX: .00

INVOICE BALANCE 173.00

**WESTERN EXCELSIOR CORPORATION**

901 Grand Avenue
Mancos, Colorado 81328 USA
Ph: 970-533-7412 Fax: 970-533-7211

PAGE: 1

REMIT TO:
WESTERN EXCELSIOR CORPORATION
P.O. BOX 635037
CINCINNATI, OH 45263-5037

INVOICE NUMBER: 0023346-IN
INVOICE DATE: 06/16/09
ORDER NUMBER: 0021094
ORDER DATE: 06/16/09
CUSTOMER NUMBER 00-MISC

SOLD TO

Mancos Conservation District
P.O. Box 308
Keith @565-3342
Mancos CO 81328

SHIP TO

Mancos Conservation District
P.O. Box 308
Keith @565-3342
Mancos CO 81328

CUSTOMER P.O.**SHIP VIA****BILL OF LADING****TERMS**

09-34 Task #3

WILL CALL

Net 30

ITEM NO.**UNIT****ORDERED****SHIPPED****BACK ORDER****PRICE****AMOUNT**

1 S-2-8X90	EACH	17.000	17.000	0.000	37.000	629.00
Xcel Superior 8' x 90'						

STAPLES 6X1X6	BOX	2.000	2.000	0.000	25.000	50.00
6 x 1 x 6 11 ga. Wire Staple						

Shipped via Will Call. B/L #21094.
Freight collect.

Task 2**WESTERN EXCELSIOR CORPORATION**

901 Grand Avenue
Mancos, Colorado 81328 USA
Ph: 970-533-7412 Fax: 970-533-7211

REMIT TO:
WESTERN EXCELSIOR CORPORATION
P.O. BOX 635037
CINCINNATI, OH 45263-5037

NET INVOICE:	679.00
FREIGHT:	.00
SALES TAX:	.00

INVOICE BALANCE	679.00
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Keith Duncan-Problem Solver
6520 Co Rd 24.5
Cortez, Colorado 81321

Invoice

DATE	INVOICE #
06/12/09	566

BILL TO:

Mancos Conservation District
PO Box 308
Mancos, Colo 81328

P.O. NUMBER	TERMS	PROJECT
09-034		

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	cost of materials (fencing)	853.10	853.10
16	hourly charge for helper/laborer (6/4, build fence, plant willows-2 men)	15.00	240.00
	surcharge to administer laborer charges	10.00%	24.00
21.5	excavator/trackhoe by the hour (6/3-6/10 pull olives, plant willows)	110.00	2,365.00
16	tracked skidsteer by the hour (6/3-6/10)	95.00	1,520.00
1	dump truck/by the hour	60.00	60.00
4	handyman charges by the hour rate(6/3-6/10 pu fencing, etc)	35.00	140.00
1	cost of materials (1.5 gal Garlon 4)	155.23	155.23
TASK 2			
		TOTAL	\$5,357.33

Keith Duncan-Problem Solver
6520 Co Rd 24.5
Cortez, Colorado 81321

Invoice

DATE	INVOICE #
06/19/09	567

BILL TO:

Mancos Conservation District
PO Box 308
Mancos, Colo 81328

P.O. NUMBER	TERMS	PROJECT
09-034		

QUANTITY	DESCRIPTION	RATE	AMOUNT
25.25	excavator/trackhoe by the hour (pull Russian Olives 6/10-6/18)	110.00	2,777.50
8.5	chipper attached to excavator by the hr (Tamarisk removal)	35.00	297.50
8.25	tracked skidsteer by the hour (seed grass)	95.00	783.75
2	dump truck/by the hour (move rock)	60.00	120.00
1	cost of materials (grass seed)	351.20	351.20
1	cost of materials (seeder rental)	125.00	125.00
36	handyman charges by the hour rate (6/10-6/19 pu seed, seeder, fencing, excelsior, spray, build fence	35.00	1,260.00
76	hourly charge for helper/laborer (Glen & Tom 6/10-6/19 plant willows, lay excelsior, build fence)	15.00	1,140.00
		TASK 2 - 5238.75	
		TASK 3 - 1,140.00	
		TOTAL	\$6,854.95

THANK YOU FOR SHOPPING AT
#72 Cortez IFA
(970) 565-3077

IFA CORTEZ, CO (970) 565-3077
THANK YOU FOR OVER 85 YRS OF BUSINESS!
5/07/09 8:37AM DEENE 711 SALE

55649	1	EA	101.99	EA	N
MILESTONE HERBICIDE		QUAR	101.99		
"NOT REGULATED BY DOT" HAZ-MAT					
SHIPPING DOCUMENT NOT REQUIRED.					
K7184GL	1	PR	2.99	PR	
GLOVE KINCO 14" SANDY PVC GR			2.99		
41693	1	EA	32.99	EA	
SPRAYER SURESpray DELUXE 2 GA			32.99		

SUB-TOTAL: 137.97 TAX: 1.21
TOTAL: 139.18
DEBIT/ATM: 139.18

DEBIT/ATM:XXXXXXXXXXXX8189
Debit network id:
Host reference #:580788 Bat#235
Trace#
AUTH#: 100022
ID: 088290036737

Debit 139.18

==> JRNLF80788
CUST # *72

((=

** Payment from Primary Account **

Russell Klatt - Thistle Control
Manco Restoration Project

Customer Copy

Felicity Broennan

Mancos Valley Watershed Management & Protection Plan
P.O. Box 1221 ♦ Mancos ♦ Colorado ♦ 81328 ♦ 970.759.0203

Invoice

Mancos Conservation District
PO Box 308
Mancos, CO 81328

June, 26th 2009

Grant: CWCB Severance Tax

Work Completed: Project Management 80 hours

Meetings with contractors; meetings with project supervisor; contact with CWCB representatives, project updates and scope revision; Final Report Production.

Hours: 70 x \$50.00/hr.

Total owed: \$3,500

Task 3



Mancos Conservation District
P.O. Box 308
Mancos, CO 81328

June 24, 2009

CWCB Severance Tax Grant - Phase Two
#OE PDA 09000000034

Work Completed: Grant Administration, accounts payable, banking, audit backup, invoicing of grant bills.

42.5 Hours @ \$20 per Hour \$850.00

Total Due this Invoice \$850.00

Task 3

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

DATE: 01-15-09

IMPORTANT

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

ACC: 01-14-09



**PURCHASE
ORDER**
STATE OF COLORADO

Buyer: MAGGIE VAN CLEEF
Phone Number: 303-866-3292
Agency Contact: STEVEN SHULL
Phone Number: 303 866 3441

P.O. # OE PDA 09000000034 Page# 01

State Award #

FEIN 840164777 Phone: 970-565-9045
Vendor Contact: X101
Purchase Requisition #:

BID #

V
E
N
D
O
R
MANCOS CONSERVATION DISTRICT
PO BOX 308
MANCOS CO 81328

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: 06-30-09
F.O.B. DESTINATION STATE PAYS NO FREIGHT

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.

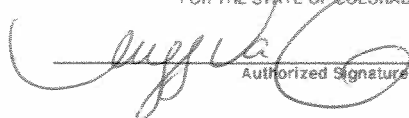
SPECIAL INSTRUCTIONS:

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001	91843000000				\$75,000.00
SEV TAX GRANT-MANCOS CONSERVATIVE DIST WILL RESTORE THE MANC OS RIVER ON THE PERRY RANCH, PER SCOPE OF WORK.					

DOCUMENT TOTAL =
FOR THE STATE OF COLORADO

\$75,000.00

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


Authorized Signature

1/15/09
Date

SOLE SOURCE GOVERNMENT CONTRACTS AS DEFINED IN COLORADO CONSTITUTION ARTICLE XXVIII

This provision applies only to sole source government contracts and does not apply to any contract which used a public and competitive bidding process in which the State agency or institution of higher education solicited at least three bids prior to awarding the contract. Contractor certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:

1. If during the term of the contract, contractor holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, contractor will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of contractor or contractor's immediate family member(s) for the benefit of any political party or for the benefit of any candidate any elected office of the State or any of its political subdivisions; and
2. Contractor represents that contractor has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and
3. Contractor will satisfy contractor's obligations to promptly report to the Colorado Department of Personnel & Administration information included in the Government Contract Summary and the Contract Holder Information, regarding this contract and any other sole source government contracts to which contractor is a party; and
4. Contractor understands that any breach of this section or of Contractor's responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and
5. A Contractor that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
6. By execution of this contract, Contractor hereby confirms it is qualified and eligible under such provisions to enter into this contract.

For purposes of this clause, the term "contractor" shall include persons that control ten percent or more shares or interest in contractor, as well as contractor's officers, directors, and trustees. The term "immediate family member" shall include a spouse, child, spouse's child, son-in-law, daughter-in-law, parent, sibling, grandparent, grandchild, stepbrother, stepsister, stepparent, parent-in-law, brother-in-law, sister-in-law, aunt, niece, nephew, guardian, or domestic partner.

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 ("CUCC"), 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. 84-730123K] 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.

Scope of Work

CWCB Severance Tax Grant 2008/09

Mancos River Restoration on the Wolcott Ranch

Overview

The Mancos River below the town of Mancos can be described as lacking in quality fish habitat and overall healthy stream function, as described in the Peter Stacy report “Functional Assessment of the Mancos River Watershed: Mancos Valley and Adjacent Areas”, 2007. The impacts from irrigation and grazing in the lower river valley have resulted in poor to non-existent riparian habitat, lack of in-channel large woody debris, geomorphological alteration, high sediment loading, increased temperature regimes and seasonal dewatering. In comparison, the upper reaches of the Mancos River are described as good to fair in terms of channel stability, riparian habitat and aquatic health.

The purpose of this restoration project is to initiate the rehabilitation of those areas in need of repair. Our goal is to stabilize and recover ecological function to this particular reach of the lower river. Several miles downstream the Mancos River enters the Ute Mountain Ute Reservation, via the Mesa Verde National Park, where high sediment loads and invasive plant species continue to degrade aquatic habitat. Downstream users will benefit from this project through invasive plant species control, reduction of fine sediment delivery and lower water temperatures. This project can be considered as one part of the overall improvement of the Mancos Valley Watershed.

Project Description

The river on this reach is completely lacking in large woody debris. Several dead or dying cottonwood trees have been identified for removal and positioning in the river with the root ball placed strategically to provide cover for fish, a scour pool and sediment sorting. Loose dirt will be removed from the root ball and the stem will be cut at a prescribed length to be buried into the bank as an anchor.

In addition, sheer vertical banks at these sites will be excavated at a 3:1 slope and revegetated. Mechanical stabilization of lateral bank erosion sites will be implemented with the use of a mini-excavator of sufficient size to manipulate required size of rock. Rock bank barbs as per Reichmuth design will be installed to reduce hydraulic pressure at those locations. This type of bank stabilization mimics bedrock protection at a wide meander bend in the river. Vegetation management will consist of removal of invasive Tamarisk, Russian Olive and thistle. Willow and willow bundles will be replanted at bank barb sites as well as barren stretches along the reach. Native grass seed mix will be applied to disturbed and over-grazed areas. New fencing will be installed to protect the area to be slope-graded and replanted with willow and grass.

Project drawings and plans will be designed by hydrologist/habitat biologist Russell Klatt, NRCS/Mancos Conservation District. Drawings will be reviewed by NRCS Area 4 Engineers. Army Corps Permit and applicable Montezuma County permits will be obtained prior to project implementation.

Budget Item, Described by Task	Total Cost	Funding Provided by CWCB	Funding Provided by Others
<i>Task 1: Pre-project preparation including project proposal, permitting, project engineering and surveying, project design, collection of construction bids, and purchase, collection, and storage of construction materials.</i>	\$9,300	\$8,100	\$1,950
<i>Task 2: Project implementation including bank re-grading, construction of rock and woody debris structures for restoration and stabilization, removal of invasive species, fencing of site.</i>	\$25,798	\$24,400	\$4,848
<i>Task 3: Post-construction activities including revegetation with native shrubbery, grass seeding, monitoring of construction stability, and completion of final report.</i>	\$10,215	\$7,000	\$2,965
Totals	\$49,263	\$39,500	\$9,763

Breakdown of costs associated with tasks: 500 ft. of river; footprint of site is 3.5 acres

1. Bank Sloping and Rock Structures: **Total: \$26,500**

1A. Rock: Granite/sandstone from the Goode pit- total cost estimated at \$4,000. This rock has a specific gravity of 2.6 and is used for river work by the state. Approximate amount of rock needed is: 75 tons of 24 – 36 inch rock at \$40/ton = \$3000. (Goode pit is giving us a discount rate down from \$50/ton charged for the Perry project; \$750 in-kind.)

1B. Transport: The haul is 30 miles per round trip, or ~1.5 hours per trip. Rock haul to the site is estimated at \$100/hour at 6 hours = \$600 for delivery.

- 1C. Heavy machinery on-site billed at \$250/hr. (trackhoe, dumptruck and skidsteer) Approx. estimate for time needed: 90 hours at \$250/hour = \$22,500 (includes rock structures and bank slope)
2. Invasive species removal – trackhoe and laborer -\$150/hour at 40 hours = \$6000
3. Seed/plant revegetation: willow cutting/planting – 40 hours ; grass seed planting- 10 hours; materials include some native shrubbery, in addition to willow poles and grass seed: \$1,200.
Labor = \$4,000
4. Install fence - \$6/ft. @ 500 feet = \$3000
- Additional funds (*cash and in-kind*) are being provided by:

- Mancos Conservation District \$2,250 (*cash committed*)
- NRCS: \$5,813 (*cash and in-kind committed*)
- Goode Pit: \$750
- Americorp VISTA Volunteer: \$500.00

Schedule of Invoices for Colorado Water Conservation Board 2009

Date	Tasks	Amount
May 25th, 2009	Task 1	\$8,100
June 26 th , 2009	Tasks 2,3	\$31,400

Timeline:

Project planning and design – April 2009

Call for bids – May, 2009

Rock procurement/delivery to project site – May 2009

Willow cuttings– April & May 2009

Tentative construction dates (weather dependent) – June 1 – June 25, 2009

Grass seed planting – Post Construction in June 2009

Revegetation – Post Construction in June 2009

Project monitoring – July, August 2009 (and annually....)

Final Report – June/July 2009

Scope of Work

CWCB Severance Tax Grant 2008/09

Mancos River Restoration on the Perry Ranch

Overview

The Mancos River below the town of Mancos can be described as lacking in quality fish habitat and overall healthy stream function, as described in the Peter Stacy report “Functional Assessment of the Mancos River Watershed: Mancos Valley and Adjacent Areas”, 2007. The impacts from irrigation and grazing in the lower river valley have resulted in poor to non-existent riparian habitat, lack of in-channel large woody debris, geomorphological alteration, high sediment loading, increased temperature regimes and seasonal dewatering.

In comparison, the upper reaches of the Mancos River are described as good to fair in terms of channel stability, riparian habitat and aquatic health.

The purpose of this restoration project is to initiate the rehabilitation of those areas in need of repair. Our goal is to stabilize and recover ecological function to this particular reach of the lower river. Several miles downstream the Mancos River enters the Ute Mountain Ute Reservation, via the Mesa Verde National Park, where high sediment loads and invasive plant species continue to degrade aquatic habitat. Downstream users will benefit from this project through invasive plant species control, reduction of fine sediment delivery and lower water temperatures. This project can be considered as one part of the overall improvement of the Mancos Valley Watershed.

Project Description

At present the project area is fenced on three sides. A short section of fence can restrict the entire area from grazing. This in itself will allow fairly rapid recovery of the riparian area, adding bank stability with increased root structure at the stream edge. Riparian vegetation will also provide insect and nutrient mass to the ecosystem while providing shade and resultant decrease in water temperature.

The river on this reach is completely lacking in large woody debris. Several dead or dying cottonwood trees have been identified for removal and positioning in the river with the root ball placed strategically to provide cover for fish, a scour pool and sediment sorting. Loose dirt will be removed from the root ball and the stem will be cut at a prescribed length to be buried into the bank as an anchor.

Mechanical stabilization of lateral bank erosion sites will be implemented with the use of a mini-excavator of sufficient size to manipulate required size of rock. Rock bank barbs as per Reichmuth design will be installed to reduce hydraulic pressure at those locations. This type of bank stabilization mimics bedrock protection at a wide meander bend in the river. In addition, sheer vertical banks at these sites will be excavated at a slope and revegetated.

Vegetation management will consist of removal of invasive Tamarisk, Russian Olive and thistle. Willow and willow bundles will be replanted at bank barb sites as well as barren stretches along the reach. Native grass seed mix will be applied to disturbed and over-grazed areas.

Project drawings and plans will be designed by hydrologist/habitat biologist Russell Klatt, NRCS/Mancos Conservation District. Drawings will be reviewed by NRCS Area 4 Engineers. Army Corps Permit and applicable Montezuma County permits will be obtained prior to project implementation.

Budget Item, Described by Task	Total Cost	Funding Provided by CWCB	Funding Provided by Others
<i>Task 1: Pre-project preparation including project proposal, permitting, project engineering and surveying, project design, collection of construction bids, and purchase, collection, and storage of construction materials. Also, initial bank grading.</i>	\$27,500	\$24,000	\$3,500
<i>Task 2: Project implementation including fencing of site, construction of rock and woody debris structures for restoration and stabilization, removal of invasive species, re-grading of bank slope.</i>	\$46,680	\$36,730	\$9,950
<i>Task 3: Post-construction activities including revegetation with native shrubbery, grass seeding, monitoring of construction stability, and completion of final report.</i>	\$17,485	\$14,270	\$3,215
Totals	\$91,665	\$75,000	\$16,665

Breakdown of costs associated with tasks: 1500 ft. of river; footprint of site is 5 acres

1. **Rock:** Sandstone from a local pit- This rock has a specific gravity of 2.6 and is used for river work by the state. The haul is 30 miles per round trip. Price is about \$1000 for 25 rocks delivered in an end dump truck. That works out to roughly \$40 per rock for rocks averaging 1700 lbs. This price allows for some selection to get the better rocks for stacking/placing. The rocks would then be shuttled to the river and placed at additional cost. We're budgeting \$10,000 for rock delivery.
2. Approximate amount needed is: 100 tons of 24 – 36" rock
3. Heavy machinery on-site billed at \$250/hr. Approx. estimate for time needed: 90 hours
4. Seed/plant revegetation: willow cutting/planting – 50 hours ; grass seed planting- 10 hours; materials include some native shrubbery, in addition to willow poles and grass seed: \$1,200. Most of this labor will be done with volunteers.

Additional funds (*cash and in-kind*) are being provided by:

- Mancos Conservation District \$4,500 (*cash committed*)
- NRCS \$9,665 (*cash and in-kind committed*)
- Habitat Protection Program \$1,500 (*in-kind committed*)
- Community volunteer groups \$1,000 (*in-kind anticipated*)

Schedule of Invoices for Colorado Water Conservation Board 2008/9

Date	Tasks	Amount
January 15, 2008	Task 1	\$24,000
March 15, 2009	Task 2	\$37,000
July 10, 2009	Task 3	\$14,000

Timeline: (Weather Dependent)

Project planning and design – December 2008

Call for bids –January 2009

Rock procurement/delivery to project site – January 2009

Willow cuttings for construction bundles January – 5-9th 2008

Tentative construction dates (weather dependent) – January 5-23rd 2009

Alternate construction dates – 3 week period in February or March 2009

Grass seed planting – March 23-27th 2009

Revegetation – April, May 2009

Project monitoring – March-August 2009 (and annually....)

Final Report – June/July 2009