

# STATE OF COLORADO

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## Colorado Water Conservation Board

### Department of Natural Resources

1580 Logan Street, Suite 600  
Denver, Colorado 80203  
Phone: (303) 866-3441  
Fax: (303) 894-2578  
[www.cwcb.state.co.us](http://www.cwcb.state.co.us)



August 13, 2012

Delta Conservation District  
Mr. Ralph D'Alessandro, Vice President  
690 Industrial Blvd.  
Delta CO 81416

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John W. Hickenlooper  
Governor

Mike King  
DNR Executive Director

Jennifer L. Gimbel  
CWCB Director

**RE: North Fork of Gunnison Invasive Weed Removal**

Dear Ralph:

This letter is to inform you that the purchase order for the WSRA grant request to assist in the North Fork of Gunnison Invasive Weed Removal project in the Gunnison River Basin was signed on August 9, 2012.

With the executed purchase order, you are now able to proceed with the project and begin invoicing the State of Colorado for costs incurred through December 31, 2013. Upon receipt of your invoice(s), the State of Colorado will provide payment no later than 45 days. I wish you much success in your project.

Sincerely,

/s/

**Todd Doherty**  
**Colorado Water Conservation Board**  
**Water Supply Planning Section**  
1580 Logan Street, Suite 200  
Denver, CO 80203  
Phone: 303-866-3441 x3210  
Mobile: 720-214-3262  
[Todd.doherty@state.co.us](mailto:Todd.doherty@state.co.us)  
[www.cwcb.state.co.us](http://www.cwcb.state.co.us) and [www.ibcc.state.co.us](http://www.ibcc.state.co.us)

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

Buyer: ALLAN SMITH  
Phone Number: 303-866-3292  
Agency Contact: DORI VIGIL  
Phone Number: 303 866 3441

DATE: 08-09-12

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

ACC: 08-08-12



**PURCHASE  
ORDER**  
STATE OF COLORADO

P.O. # OE PDA 13IBC000007 Page# 01

State Award #

BID #

FEIN 846010950 Phone: -- --  
Vendor Contact: RALPH D'ALESSANDRO  
Purchase Requisition #:

V DELTA CONSERVATION DISTRICT  
E  
N  
D 690 INDUSTRIAL BLVD  
O DELTA CO 81416  
R

**INSTRUCTIONS TO VENDOR:**

1. If for any reason, delivery of this order is delayed beyond the delivery/installation date shown, please notify the agency contact named at the top left. (Right of cancellation is reserved in instances in which timely delivery is not made.)
2. All chemicals, equipment and materials must conform to the standards required by OSHA.
3. NOTE: Additional terms and conditions on reverse side.

**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: 12-31-13  
F.O.B. DESTINATION STATE PAYS NO FREIGHT

**SPECIAL INSTRUCTIONS:**

LINE ITEM	COMMODITY/ITEM CODE	UNIT OF MEASUREMENT	QUANTITY	UNIT COST	TOTAL ITEM COST
001	91843000000				\$20,000.00
	CMS#47706 - NORTH FORK OF GUNNISON INVASIVE WEED REMOVAL				

DOCUMENT TOTAL = \$20,000.00

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

EPSPO PAA

FOR THE STATE OF COLORADO

  
Authorized Signature

8/9/12  
Date

# 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 "quality" 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 ("C.U.C.C."), 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 C.U.C.C. 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(4) 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 days' 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 thereof, 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 C.U.C.C. 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 C.U.C.C. 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.

Effective Date 01/01/09

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

**WATER ACTIVITY NAME** - North Fork of the Gunnison Invasive Weed Removal

**GRANT RECIPIENT** – DELTA CONSERVATION DISTRICT (DCD)

**FUNDING SOURCE** - Water Supply Reserve Account – Basin Account

**INTRODUCTION**

The project is located within environmental segment 6 on the North Fork of the Gunnison River above the Town of Paonia and below the Paonia Dam. Phase I of the project will include inventory by an on the ground survey of Tamarisk and Russian Olive along and on both sides of an approximate 19 acre stretch of land on the North Fork of the Gunnison River above the Town of Paonia. Following the survey, removal of the Tamarisk and Russian Olive will be accomplished with work crews employing mechanical eradication and herbicidal treatment. Disposal of slash will be done by appropriate means, including chipping. Revegetation with native species will follow where native vegetation is not present. Retreatment of the project area will be conducted in the following year. Phase II will extend the project area north of the River Park to the Paonia Reservoir Dam by completing a survey identifying the invasive species, density and size along the river bank. Our team will use the work success of Phase I as an educational tool to inform the landowners about the project. The survey results will size the project area north of the River Park.

**BACKGROUND**

Problem and Urgency to Solve – Tamarisk and Russian olive are spreading rapidly in the North Fork of the Gunnison River corridor. Controlling the woody invasives at the upstream segment of the river will reduce their spread further downstream. Both tamarisk and Russian olive drive changes to the riparian environment. Sediment dynamics have been shown to especially be driven by tamarisk. Removal of tamarisk and Russian olive permit native species to increase. Revegetation in areas where woody invasives are removed prevents the incursion of other invasive species, such as Russian knapweed.

A major benefit from the eradication of Tamarisk and other invasives during Phases I and II, beyond that to the specific land parcels addressed, will be the reduction of the downstream flow of invasive seeds that cause further infestation of these invasive species in the river corridor.

The DCD believes that controlling invasive weeds and restoring native riparian vegetation will have a multitude of benefits for local and regional land stewardship efforts. Improving riparian areas will restore critical wildlife habitat for State and Federally Listed Threatened, Endangered and Species of Concern. Re-establishing native plant communities will stabilize key stretches of the river that have been disturbed by in-stream gravel mining and other activities. Stabilizing key reaches of the river will improve in-stream habitat by encouraging natural, meandering patterns in the river and will reduce sediment loading into a turbid river, which will improve water quality.

Public Involvement – Prior to initiation of each phase, the public will be informed about the project via press releases to the Delta County Independent, North Fork Merchant Herald, KVNF (the local

community radio station), NWCC membership. The announcements will also include a call for volunteers.

Project supporters – NFRIA-WSERC Conservation Center (NWCC), Delta County Weed Coordinator, Western Colorado Conservation Corps, Colorado Canyons Association, Tamarisk Coalition, The Nature Conservancy, Town of Paonia

## **OBJECTIVES**

The project objectives include:

- Completing the survey and removal of invasive weeds on the 19 acre parcel at the Paonia River Park
- Developing an educational tool to present to the local landowners at the completion of Phase I
- Completing a landowner and invasive weed survey of the North Fork of the Gunnison River from the Paonia Reservoir to the town of Paonia.
- Define the need, the required effort and the size the invasive removal project between Paonia and the Paonia Reservoir.

## **PHASE I**

Phase I is focused on an approximately 19 acres above the Minnesota Creek along both sides of the North Fork of the Gunnison to survey and identify Tamarisk and other invasive species. The 19 acre area is part of the Paonia River Park and is land donated by the United Companies to NFRIA, NWCC's predecessor, in 2003 from a former in-stream gravel mine. The DCD will partner with NWCC on the project. Phase I involves 3 tasks.

### **TASK 1 – Survey of Invasive Weeds on 19 Acres**

#### Description of Task

The Survey Task will complete an area survey of Tamarisk and invasive weeds.

#### Method/Procedure

Our team will conduct a survey of invasive weeds in the project area using volunteers to record species, density and size.

#### Deliverable

A detailed report of number of invasive species, density, and location will be compiled.

### **TASK 2 – Mechanical Removal of Invasive Weeds**

#### Description of Task

The focus of Task 2 is the removal of the invasive weeds and native revegetation.

#### Method/Procedure

Western Colorado Conservation Corps (WCCC) will be subcontracted to complete mechanical eradication of Tamarisk and Russian Olive trees including herbicide application with assistance from the Delta County Weed Coordinator. WCCC will chip the slash.



As required, native revegetation will be accomplished with DCD volunteers.

#### Deliverable

A complete report on the activities completed to remove the invasive weeds, including picture coverage for before, during, and after, will be delivered. Lessons learned will be compiled to aid similar projects in the future.

### **TASK 3 – Regrowth Removal**

#### Description of Task

Tasks will focus on removing regrowth of the invasive weeds and will be completed in Year 2.

#### Method/Procedure

Our team will use small tools for removal and herbicide application as required to treat invasive regrowth that occurs.

#### Deliverable

A complete report on the activities completed to remove the invasive weeds regrowth, including picture coverage for before, during, and after, will be delivered. Lessons learned will be compiled to aid similar projects in the future.

### **PHASE II**

Phase II will start in Year 2 and extend the project area north of the River Park by addressing the invasives species on private land. The proposed project envisions no direct cost to participating landowners. There are two specific indications of the high probability that landowners will participate in the project. First direct communication with the Delta County Weed Coordinator indicated that landowners are amenable to removal of invasive species if done at no cost to the landowners. Secondly during a recent project sponsored by Painted Sky RC&D to introduce Tamarisk beetles to kill Tamarisk on private land, more landowners expressed interest than there were beetles available.

The survey results will define the need, the required effort and the size the invasive removal project between Paonia and the Paonia Reservoir. Our team will leverage the success of Phases I and II to seeking separate grant funding to continue the project.

### **TASK 1 – Property Location and Ownership**

#### Description of Task

Task 1 will define property ownership, meet with the landowners, and obtain permission to complete the survey required in Task 2.

#### Method/Procedure

Our team will use the Delta and Gunnison Counties landowner GIS data to define the location and ownership for the river corridor. Our team will then use the success of Phase I as an educational tool to inform the landowners about the project.

#### Deliverable

A complete report on the activities completed to utilize county GIS data will be delivered. The developed educational tool and results from all the meetings will also be included in the report. Lessons learned will be compiled to aid similar projects in the future.

## **TASK 2 – North Fork Invasive Survey**

### Description of Task

Upon obtaining landowner permission, a survey of the land will initially identify species, density and size by location.

### Method/Procedure

Our team will contact all landowners identified and set up meetings. We anticipate both community and individual landowner meetings. We would cover the general issues on the project at the community meetings and then anticipate individual landowner meetings to discuss specific details for each landowner.

### Deliverable

A complete report on the river corridor, including picture coverage, will be delivered. Lessons learned will be compiled to aid similar projects in the future.

## **REPORTING AND FINAL DELIVERABLE**

DCD shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract. Our progress reports shall describe the completion or partial completion of the tasks identified in the statement of work including a description of any major issues that have occurred and any corrective action taken to address these issues. All deliverables defined for the tasks will be delivered in the progress reports.

At completion of the project, DCD shall provide the CWCB a final report that summarizes the project and documents how the project was completed. Our report may contain photographs, summaries of meetings, engineering reports/designs, and deliverables defined for each task.

## BUDGET

The total project funds are given in the Grant Request Table.

Grant Request Table			
Total Project Cost	\$60,000	Status	Funding Work Area
Gunnison Basin RoundTable	\$20,000	Proposal Submitted	Mechanical Eradication and Herbicide Application by Work Crew, Native Species Revegetation and Private Landowner Survey by Volunteers
<b>List Funding Sources</b>			
Colorado River District	\$15,000	Proposal Submitted	Mechanical Eradication and Herbicide Application by Work Crew
Colorado State Weed Management Fund	\$15,000	Proposal Underway	Mechanical Eradication, Herbicide Application and Regrowth Treatment
Delta Conservation District and NWCC	\$10,000	In Kind	Area survey of Invasive Weeds and Native Species Revegetation

A total project budget by task is given below.

Total Costs				
	Labor	Other Direct Costs	In-Kind Contributions	Total Project Costs
Phase I				
Task 1 – Survey of Invasive Weeds on 19 Acres	\$500		\$1,000	\$1,500
Task 2 – Mechanical Removal of Invasive Weeds	\$1,000	\$44,900		\$45,900
Task 3 – Regrowth Removal	\$500	\$2,000	\$2,000	\$4,500
Phase II				
Task 1 – Property Location and Ownership	\$500		\$3,000	\$3,500
Task 2 – North Fork Invasive Survey	\$500	\$100	\$4,000	\$4,600
Total Costs:	\$3,000	\$47,000	\$10,000	\$60,000



Phase I, Task 2 ODC

- WCCC Sawyer/Herbicide Crew – 5 weeks @ \$7,000 per week = \$35,000
- WCCC Chipper – 16 hours @ \$40 per hour plus \$200 transportation cost = \$ 840
- Herbicide (Garlon 4 or Element 4), methylated seed oil supplies, sprayers, masks, wipes, and safety supplies \$9,000
- Survey materials – \$60

Phase I, Task 3 ODC

- Herbicide (Garlon 4 or Element 4), methylated seed oil supplies, sprayers, masks, wipes, and safety supplies \$2,000

Phase II, Task 2 ODC

- Survey materials – \$100

In-Kind Contribution is 1000 volunteer labor hours valued at \$10.00 per hour.

Labor is project management and administration estimated at 1500 hours valued at \$20.00 per hour.

A GBRT total project cost by task is given below.

GBRT Costs				Matching Funds	Total Project Costs
	Labor	Other Direct Costs	GBRT Costs		
Phase I					
Task 1 – Survey of Invasive Weeds on 19 Acres	\$200		\$200	\$1,300	\$1,500
Task 2 – Mechanical Removal of Invasive Weeds	\$400	\$17,960	\$18,360	\$27,540	\$45,900
Task 3 – Regrowth Removal	\$200	\$800	\$1,000	\$3,500	\$4,500
Phase II					
Task 1 – Property Location and Ownership	\$200		\$200	\$3,300	\$3,500
Task 2 – North Fork Invasive Survey	\$200	\$40	\$240	\$4,360	\$4,600
Total Costs:	\$1,200	\$18,800	\$20,000	\$40,000	\$60,000

GBRT ODC = 40% of total project ODC by task.

GBRT Labor = 40% of total project Labor by task.

## **SCHEDULE**

The following table provides a project schedule including key milestones for each task and the completion dates.

	Start Date	Finish Date
Phase I	9/1/2012	12/31/2013
Task 1	9/1/2012	9/30/2012
Task 2	10/1/2012	12/31/2012
Task 3	5/1/2013	12/31/2013
Phase II	1/1/2013	
Task 1	1/1/2013	8/31/2013
Task 2	9/1/2013	12/31/2013

## **PAYMENT**

DCD will request payment based on actual expenditures and invoice accordingly to CWCB. The request for payment will include a description of the work accomplished by major task, and estimate of the percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent, identification of any major issues and proposed or implemented corrective actions. DCD understands that the last 5 percent of the entire water activity budget will be withheld until final project/water activity documentation is completed. All products, data and information developed as a result of this grant will be provided to the CWCB in hard copy and electronic format as part of the project documentation. This information will in turn be made widely available to Basin Roundtables and the general public and help promote the development of a common technical platform.

## **Insurance Requirements**

DCD will meet all insurance requirements taken from the standard contract apply to WSRA projects that exceed \$25,000 in accordance with the policies of the State Controller's Office. Proof of insurance as stated below will be provided upon notification of intent to award this grant.

## **W-9 Form**

DCD will provide a completed W-9 form prior execution of a contract or purchase order.



# COLORADO WATER CONSERVATION BOARD



## WATER SUPPLY RESERVE ACCOUNT APPLICATION FORM

NORTH FORK OF THE GUNNISON INVASIVE WEED REMOVAL

### Name of Water Activity/Project

DELTA CONSERVATION DISTRICT

### Name of Applicant

Gunnison Basin  
Roundtable

Amount from Statewide Account:

Amount from Basin Account(s):

Total WSRA Funds Requested:

\$20,000

\$20,000

### Approving Basin Roundtable(s)

*(If multiple basins specify amounts in parentheses.)*

## Application Content

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### Required Exhibits

- A. Statement of Work, Budget, and Schedule
- B. Project Map
- C. As Needed (i.e. letters of support, photos, maps, etc.)

### Appendices – Reference Material

- 1. Program Information
- 2. Insurance Requirements
- 3. WSRA Standard Contract Information (Required for Projects Over \$100,000)
- 4. W-9 Form (Required for All Projects Prior to Contracting)

## Water Supply Reserve Account – Application Form

Revised December 2011

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### **Instructions**

To receive funding from the Water Supply Reserve Account (WSRA), a proposed water activity must be approved by the local Basin Roundtable **AND** the Colorado Water Conservation Board (CWCBC). The process for Basin Roundtable consideration and approval is outlined in materials in Appendix 1.

Once approved by the local Basin Roundtable, the applicant should submit this application **with a detailed statement of work including budget and schedule as Exhibit A** to CWCBC staff by the application deadline.

WSRA applications are due with the roundtable letter of support 60 calendar days prior to the bi-monthly Board meeting at which it will be considered. Board meetings are held in January, March, May, July, September, and November. Meeting details, including scheduled dates, agendas, etc. are posted on the CWCBC website at: <http://cwcb.state.co.us> Applications to the WSRA Basin Account are considered at every board meeting, while applications to the WSRA Statewide Account are only considered at the March and September board meetings.

When completing this application, the applicant should refer to the WSRA Criteria and Guidelines available at: <http://cwcb.state.co.us/LoansGrants/water-supply-reserve-account-grants/Documents/WSRACriteriaGuidelines.pdf>

The application, statement of work, budget, and schedule **must be submitted in electronic format** (Microsoft Word or text-enabled PDF are preferred) and can be emailed or mailed on a disk to:

Greg Johnson – WSRA Application  
Colorado Water Conservation Board  
1580 Logan Street, Suite 200  
Denver, CO 80203  
[gregory.johnson@state.co.us](mailto:gregory.johnson@state.co.us)

If you have questions or need additional assistance, please contact Greg Johnson at: 303-866-3441 x3249 or [gregory.johnson@state.co.us](mailto:gregory.johnson@state.co.us).

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### Part I. - Description of the Applicant (Project Sponsor or Owner);

1.	Applicant Name(s):	DELTA CONSERVATION DISTRICT		
	Mailing address:	690 Industrial Blvd Delta, Colorado 81416		
	Taxpayer ID#:			
	Primary Contact:	RALPH D'ALESSANDRO	Position/Title:	Vice President
	Email:	<a href="mailto:rdinca@yahoo.com">rdinca@yahoo.com</a>		
	Phone Numbers:	Cell: (970) 314-5355	Office:	(970) 874-5726 x121
	Alternate Contact:	Kristie Martin	Position/Title:	Manager
	Email:	kristie.martin@co.nacdn.net		
	Phone Numbers:	Cell:	Office:	(970) 874-5726 x121

### 2. Eligible entities for WSRA funds include the following. What type of entity is the Applicant?

- ☐ Public (Government) – municipalities, enterprises, counties, and State of Colorado agencies. Federal agencies are encouraged to work with local entities and the local entity should be the grant recipient. Federal agencies are eligible, but only if they can make a compelling case for why a local partner cannot be the grant recipient.
- ☒ Public (Districts) – authorities, Title 32/special districts, (conservancy, conservation, and irrigation districts), and water activity enterprises.
- ☐ Private Incorporated – mutual ditch companies, homeowners associations, corporations.
- ☐ Private individuals, partnerships, and sole proprietors are eligible for funding from the Basin Accounts but not for funding from the Statewide Account.
- ☐ Non-governmental organizations – broadly defined as any organization that is not part of the government.

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3. Provide a brief description of your organization

The Delta Conservation District (DCD) is a political subdivision of the State of Colorado and its authorities, powers and structure are contained in Colorado Revised Statutes, Title 35, Article 70. The District, initially known as the Delta Soil Conservation District, was organized in 1951 in compliance with the Colorado Revised Statutes and received a certificate of organization from the Colorado Secretary of State. The DCD has Weed Control and Management as one of its Natural Resource Goals and Objectives in its 2011-2013 Long Range Plan. In 2011 the DCD partnered with Delta County, through its weed coordinator, and the NFRIA-WSERC Conservation Center (NWCC) to conduct an invasive weed survey and removal project on approximately 2 miles of riparian land in two contiguous conservation easements (The Curry Easements) in the area of a former in-stream gravel mine. The DCD's 2012 Annual Plan of Work continues to address noxious weeds in multiple ways, including seeking funding to utilize for weed control and to support the county weed control program. The funding sought for this project is one part of the DCD's Annual Plan of Work. The removal of invasive Tamarisk and Russian Olive along riparian areas are of especial importance in controlling invasive weeds because of the spread of seeds by river transport along the entire North Fork River corridor and this project will complete its earlier work.

4. If the Contracting Entity is different then the Applicant (Project Sponsor or Owner) please describe the Contracting Entity here.

N/A

5. Successful applicants will have to execute a contract with the CWCB prior to beginning work on the portion of the project funded by the WSRA grant. In order to expedite the contracting process the CWCB has established a standard contract with provisions the applicant must adhere to. A link to this standard contract is included in Appendix 3. Please review this contract and check the appropriate box.

☒ The Applicant will be able to contract with the CWCB using the Standard Contract

☐ The Applicant has reviewed the standard contract and has some questions/issues/concerns. Please be aware that any deviation from the standard contract could result in a significant delay between grant approval and the funds being available.

6. The Tax Payer Bill of Rights (TABOR) may limit the amount of grant money an entity can receive. Please describe any relevant TABOR issues that may affect the applicant.

There are no relevant TABOR issues.



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### Part II. - Description of the Water Activity/Project

1. What is the primary purpose of this grant application? (Please check only one)

☒ Nonconsumptive (Environmental or Recreational)

☐ Agricultural

☐ Municipal/Industrial

☐ Needs Assessment

☐ Education

☐ Other

Explain:

2. If you feel this project addresses multiple purposes please explain.

3. Is this project primarily a study or implementation of a water activity/project? (Please check only one)

☐ Study

☒ Implementation

4. To catalog measurable results achieved with WSRA funds can you provide any of the following numbers?

New Storage Created (acre-feet)

New Annual Water Supplies Developed, Consumptive or Nonconsumptive (acre-feet)

Existing Storage Preserved or Enhanced (acre-feet)

Length of Stream Restored or Protected (linear feet)

Length of Pipe/Canal Built or Improved (linear feet)

Efficiency Savings (acre-feet/year OR dollars/year – **circle one**)

Area of Restored or Preserved Habitat (acres)

Other -- Explain:

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4. To help us map WSRA projects please include a map (Exhibit B) and provide the general coordinates below:

Latitude:

N 38° 52' 29"

Longitude:

W 107° 35' 45"

5. Please provide an overview/summary of the proposed water activity (no more than one page). Include a description of the overall water activity and specifically what the WSRA funding will be used for. A full **Statement of Work** with a detailed budget and schedule is required as **Exhibit A** of this application.

The project is located within environmental segment 6 on the North Fork of the Gunnison River above the Town of Paonia and below the Paonia Dam. Phase I is focused on an approximately 19 acres above the Minnesota Creek along both sides of the North Fork of the Gunnison to survey and identify Tamarisk and other invasive species. The 19 acre area is part of the Paonia River Park and is land donated by the United Companies to NFRIA, NWCC's predecessor, in 2003 from a former in-stream gravel mine. The DCD will partner with NWCC on the project. Phase I involves 3 tasks.

The initial Phase I task will complete an area survey of Tamarisk and invasive weeds. Our team will conduct a survey of invasive weeds in the project area using volunteers to record species, density and size.

The second task will employ the Western Colorado Conservation Corps (WCCC) to do mechanical eradication of Tamarisk and Russian Olive trees including herbicide application with assistance from the Delta County Weed Coordinator. WCCC will chip the slash. Native revegetation will be accomplished with volunteers

The final Phase I task will be completed in Year 2. Our team will remove and/or treat invasive regrowth.

Phase II will start in Year 2 and extend the project area north of the River Park by addressing the invasives species on private land. The initial task of Phase II will be to define property ownership and meet with the landowners. The proposed project envisions no cost to participating landowners. There are two specific indications of the high probability that landowners will participate in the project. First direct communication with the Delta County Weed Coordinator indicated that landowners are amenable to removal of invasive species if done at no cost to the landowners. Secondly during a recent project sponsored by Painted Sky RC&D to introduce Tamarisk beetles to kill Tamarisk on private land, more landowners expressed interest than there were beetles available.

Our team will use the work success of Phase I as an educational tool to inform the landowners about the project. Upon obtaining landowner permission, a survey of the land will initially identify species, density and size by location. The survey will size the project area north of the River Park. Our team will leverage the success of Phases I and II by seeking separate grant funding to continue the project. Mechanical eradication and herbicide application will be employed utilizing a WCCC team.

Additional funding is being sought through the submission of grant applications to the Colorado River Water Conservation District and the Colorado State Weed Coordinator's Weed Management Fund. Volunteer participation by the NWCC and DCD and project management will complete the matching funding. Separate future grant funding will seek to extend the project to the Paonia Dam and downstream toward the Confluence with the Gunnison River.

### Part III. – Threshold and Evaluation Criteria

## Water Supply Reserve Account – Application Form

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1. Describe how the water activity meets these **Threshold Criteria**. (Detailed in Part 3 of the Water Supply Reserve Account Criteria and Guidelines.)

The proposed project, “North Fork of the Gunnison Invasive Weed Removal,” meets the criteria established in Senate Bill 06-179, as an Eligible Water Activity. The project proposed consists of two Phases. Phase I will complete all the tasks required to remove Tamarisk and invasive weeds within a 19 acre area, remove and/or treat invasive regrowth in the second year, and complete native revegetation. Phase II will extend the project area north of the River Park to the Paonia Reservoir Dam by completing a survey identifying the invasive species, density and size on the river bank. The survey results will size the project area north of the River Park.

- a) The water activity is consistent with Section 37-75-102 Colorado Revised Statutes.<sup>1</sup>

The proposed project will proceed from the foundational principle that the water rights of any landowner or irrigation company will not in any way be superseded, abrogated, or otherwise impaired by invasive removal efforts of this project.

- b) The water activity underwent an evaluation and approval process and was approved by the Basin Roundtable (BRT) and the application includes a description of the results of the BRTs evaluation and approval of the activity. At a minimum, the description must include the level of agreement reached by the roundtable, including any minority opinion(s) if there was not general agreement for the activity. The description must also include reasons why general agreement was not reached (if it was not), including who opposed the activity and why they opposed it. Note- If this information is included in the letter from the roundtable chair simply reference that letter.

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<sup>1</sup> 37-75-102. Water rights - protections. (1) It is the policy of the General Assembly that the current system of allocating water within Colorado shall not be superseded, abrogated, or otherwise impaired by this article. Nothing in this article shall be interpreted to repeal or in any manner amend the existing water rights adjudication system. The General Assembly affirms the state constitution's recognition of water rights as a private usufructuary property right, and this article is not intended to restrict the ability of the holder of a water right to use or to dispose of that water right in any manner permitted under Colorado law. (2) The General Assembly affirms the protections for contractual and property rights recognized by the contract and takings protections under the state constitution and related statutes. This article shall not be implemented in any way that would diminish, impair, or cause injury to any property or contractual right created by intergovernmental agreements, contracts, stipulations among parties to water cases, terms and conditions in water decrees, or any other similar document related to the allocation or use of water. This article shall not be construed to supersede, abrogate, or cause injury to vested water rights or decreed conditional water rights. The General Assembly affirms that this article does not impair, limit, or otherwise affect the rights of persons or entities to enter into agreements, contracts, or memoranda of understanding with other persons or entities relating to the appropriation, movement, or use of water under other provisions of law.

## Water Supply Reserve Account – Application Form

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- c) The water activity meets the provisions of Section 37-75-104(2), Colorado Revised Statutes.<sup>2</sup> The Basin Roundtable Chairs shall include in their approval letters for particular WSRA grant applications a description of how the water activity will assist in meeting the water supply needs identified in the basin roundtable's consumptive and/or non-consumptive needs assessments.

The project will include the removal of invasive weeds and have no impact on any water rights, while increase the public's nonconsumptive use of the river corridor. Therefore, the project meets Section 37-75-104(2) C.R.S..

- d) Matching Requirement: For requests from the Statewide Fund, the applicants is required to demonstrate a **20 percent** (or greater) match of the request from the Statewide Account. Statewide requests must also include a minimum match of **5 percent** of the total grant amount from Basin Funds. Sources of matching funds include but are not limited to Basin Funds, in-kind services, funding from other sources, and/or direct cash match. Past expenditures directly related to the project may be considered as matching funds if the expenditures occurred within 9 months of the date the application was submitted to the CWCB. Please describe the source(s) of matching funds. (NOTE: These matching funds should also be reflected in your Detailed Budget in **Exhibit A** of this application)

N/A – Requesting funds from Basin Account

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<sup>2</sup> 37-75-104 (2)(c). Using data and information from the Statewide Water Supply Initiative and other appropriate sources and in cooperation with the on-going Statewide Water Supply Initiative, develop a basin-wide consumptive and nonconsumptive water supply needs assessment, conduct an analysis of available unappropriated waters within the basin, and propose projects or methods, both structural and nonstructural, for meeting those needs and utilizing those unappropriated waters where appropriate. Basin Roundtables shall actively seek the input and advice of affected local governments, water providers, and other interested stakeholders and persons in establishing its needs assessment, and shall propose projects or methods for meeting those needs. Recommendations from this assessment shall be forwarded to the Interbasin Compact Committee and other basin roundtables for analysis and consideration after the General Assembly has approved the Interbasin Compact Charter.

## Water Supply Reserve Account – Application Form

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2. For Applications that include a request for funds from the **Statewide Account**, describe how the water activity/project meets all applicable **Evaluation Criteria**. (Detailed in Part 3 of the Water Supply Reserve Account Criteria and Guidelines and repeated below.) Projects will be assessed on how well they meet the Evaluation Criteria. **Please attach additional pages as necessary.**

N/A – Requesting funds from Basin Account

**Evaluation Criteria** – the following criteria will be utilized to further evaluate the merits of the water activity proposed for funding from the Statewide Account. In evaluation of proposed water activities, preference will be given to projects that meet one or more criteria from each of the three “tiers” or categories. Each “tier” is grouped in level of importance. For instance, projects that meet Tier 1 criteria will outweigh projects that only meet Tier 3 criteria. WSRA grant requests for projects that may qualify for loans through the CWCB loan program will receive preference in the Statewide Evaluation Criteria if the grant request is part of a CWCB loan/WSRA grant package. For these CWCB loan/WSRA grant packages, the applicant must have a CWCB loan/WSRA grant ratio of 1:1 or higher. Preference will be given to those with a higher loan/grant ratio.

### **Tier 1: Promoting Collaboration/Cooperation and Meeting Water Management Goals and Identified Water Needs**

- a. The water activity addresses multiple needs or issues, including consumptive and/or non-consumptive needs, or the needs and issues of multiple interests or multiple basins. This can be demonstrated by obtaining letters of support from other basin roundtables (in addition to an approval letter from the sponsoring basin).
- b. The number and types of entities represented in the application and the degree to which the activity will promote cooperation and collaboration among traditional consumptive water interests and/or non-consumptive interests, and if applicable, the degree to which the water activity is effective in addressing intrabasin or interbasin needs or issues.
- c. The water activity helps implement projects and processes identified as helping meet Colorado’s future water needs, and/or addresses the gap areas between available water supply and future need as identified in SWSI or a roundtable’s basin-wide water needs assessment.

### **Tier 2: Facilitating Water Activity Implementation**

- d. Funding from this Account will reduce the uncertainty that the water activity will be implemented. For this criterion the applicant should discuss how receiving funding from the Account will make a significant difference in the implementation of the water activity (i.e., how will receiving funding enable the water activity to move forward or the inability obtaining funding elsewhere).
- e. The amount of matching funds provided by the applicant via direct contributions, demonstrable in-kind contributions, and/or other sources demonstrates a significant & appropriate commitment to the project.

### **Tier 3: The Water Activity Addresses Other Issues of Statewide Value and Maximizes Benefits**

- f. The water activity helps sustain agriculture & open space, or meets environmental or recreational needs.
- g. The water activity assists in the administration of compact-entitled waters or addresses problems related to compact entitled waters and compact compliance and the degree to which the activity promotes maximum utilization of state waters.
- h. The water activity assists in the recovery of threatened and endangered wildlife species or Colorado State species of concern.

## Water Supply Reserve Account – Application Form

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- i. The water activity provides a high level of benefit to Colorado in relationship to the amount of funds requested.
- j. The water activity is complimentary to or assists in the implementation of other CWCB programs.

Continued: Explanation of how the water activity/project meets all applicable **Evaluation Criteria**.

**Please attach additional pages as necessary.**



## Water Supply Reserve Account – Application Form

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### Part IV. – Required Supporting Material

1. **Water Rights, Availability, and Sustainability** – This information is needed to assess the viability of the water project or activity. Please provide a description of the water supply source to be utilized, or the water body to be affected by, the water activity. This should include a description of applicable water rights, and water rights issues, and the name/location of water bodies affected by the water activity.

N/A – Nonconsumptive use project.

2. Please provide a brief narrative of any related studies or permitting issues.

N/A

3. Statement of Work, Detailed Budget, and Project Schedule

The statement of work will form the basis for the contract between the Applicant and the State of Colorado. In short, the Applicant is agreeing to undertake the work for the compensation outlined in the statement of work and budget, and in return, the State of Colorado is receiving the deliverables/products specified. **Please note that costs incurred prior to execution of a contract or purchase order are not subject to reimbursement.** All WSRA funds are disbursed on a reimbursement basis after review invoices and appropriate backup material.

**Please provide a detailed statement of work using the template in Exhibit A.** Additional sections or modifications may be included as necessary. Please define all acronyms and include page numbers.

## **REPORTING AND FINAL DELIVERABLE**

**Reporting:** The applicant shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract. The progress report shall describe the completion or partial completion of the tasks identified in the statement of work including a description of any major issues that have occurred and any corrective action taken to address these issues.

**Final Deliverable:** At completion of the project, the applicant shall provide the CWCB a final report that summarizes the project and documents how the project was completed. This report may contain photographs, summaries of meetings and engineering reports/designs.

## **PAYMENT**

Payment will be made based on actual expenditures and invoicing by the applicant. Invoices from any other entity (i.e. subcontractors) cannot be processed by the State. The request for payment must include a description of the work accomplished by major task, and estimate of the percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent, identification of any major issues and proposed or implemented corrective actions. The last 5 percent of the entire water activity budget will be withheld until final project/water activity documentation is completed. All products, data and information developed as a result of this grant must be provided to the CWCB in hard copy and electronic format as part of the project documentation. This information will in turn be made widely available to Basin Roundtables and the general public and help promote the development of a common technical platform.

## Water Supply Reserve Account – Application Form

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The above statements are true to the best of my knowledge:

**Signature of Applicant:**

**Print Applicant's Name:** RALPH D'ALESSANDRO

**Project Title:** North Fork of the Gunnison Invasive Weed Removal

**Return an electronic version (hardcopy may also be submitted) of this application to:**

Greg Johnson – WSRA Application  
Colorado Water Conservation Board  
1580 Logan Street, Suite 200  
Denver, CO 80203  
[gregory.johnson@state.co.us](mailto:gregory.johnson@state.co.us)

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

**WATER ACTIVITY NAME** - North Fork of the Gunnison Invasive Weed Removal

**GRANT RECIPIENT** – DELTA CONSERVATION DISTRICT (DCD)

**FUNDING SOURCE** - Water Supply Reserve Account – Basin Account

**INTRODUCTION**

The project is located within environmental segment 6 on the North Fork of the Gunnison River above the Town of Paonia and below the Paonia Dam. Phase I of the project will include inventory by an on the ground survey of Tamarisk and Russian Olive along and on both sides of an approximate 19 acre stretch of land on the North Fork of the Gunnison River above the Town of Paonia. Following the survey, removal of the Tamarisk and Russian Olive will be accomplished with work crews employing mechanical eradication and herbicidal treatment. Disposal of slash will be done by appropriate means, including chipping. Revegetation with native species will follow where native vegetation is not present. Retreatment of the project area will be conducted in the following year. Phase II will extend the project area north of the River Park to the Paonia Reservoir Dam by completing a survey identifying the invasive species, density and size along the river bank. Our team will use the work success of Phase I as an educational tool to inform the landowners about the project. The survey results will size the project area north of the River Park.

**BACKGROUND**

Problem and Urgency to Solve – Tamarisk and Russian olive are spreading rapidly in the North Fork of the Gunnison River corridor. Controlling the woody invasives at the upstream segment of the river will reduce their spread further downstream. Both tamarisk and Russian olive drive changes to the riparian environment. Sediment dynamics have been shown to especially be driven by tamarisk. Removal of tamarisk and Russian olive permit native species to increase. Revegetation in areas where woody invasives are removed prevents the incursion of other invasive species, such as Russian knapweed.

A major benefit from the eradication of Tamarisk and other invasives during Phases I and II, beyond that to the specific land parcels addressed, will be the reduction of the downstream flow of invasive seeds that cause further infestation of these invasive species in the river corridor.

The DCD believes that controlling invasive weeds and restoring native riparian vegetation will have a multitude of benefits for local and regional land stewardship efforts. Improving riparian areas will restore critical wildlife habitat for State and Federally Listed Threatened, Endangered and Species of Concern. Re-establishing native plant communities will stabilize key stretches of the river that have been disturbed by in-stream gravel mining and other activities. Stabilizing key reaches of the river will improve in-stream habitat by encouraging natural, meandering patterns in the river and will reduce sediment loading into a turbid river, which will improve water quality.

Public Involvement – Prior to initiation of each phase, the public will be informed about the project via press releases to the Delta County Independent, North Fork Merchant Herald, KVNF (the local

community radio station), NWCC membership. The announcements will also include a call for volunteers.

Project supporters – NFRIA-WSERC Conservation Center (NWCC), Delta County Weed Coordinator, Western Colorado Conservation Corps, Colorado Canyons Association, Tamarisk Coalition, The Nature Conservancy, Town of Paonia

## **OBJECTIVES**

The project objectives include:

- Completing the survey and removal of invasive weeds on the 19 acre parcel at the Paonia River Park
- Developing an educational tool to present to the local landowners at the completion of Phase I
- Completing a landowner and invasive weed survey of the North Fork of the Gunnison River from the Paonia Reservoir to the town of Paonia.
- Define the need, the required effort and the size the invasive removal project between Paonia and the Paonia Reservoir.

## **PHASE I**

Phase I is focused on an approximately 19 acres above the Minnesota Creek along both sides of the North Fork of the Gunnison to survey and identify Tamarisk and other invasive species. The 19 acre area is part of the Paonia River Park and is land donated by the United Companies to NFRIA, NWCC's predecessor, in 2003 from a former in-stream gravel mine. The DCD will partner with NWCC on the project. Phase I involves 3 tasks.

### **TASK 1 – Survey of Invasive Weeds on 19 Acres**

#### Description of Task

The Survey Task will complete an area survey of Tamarisk and invasive weeds.

#### Method/Procedure

Our team will conduct a survey of invasive weeds in the project area using volunteers to record species, density and size.

#### Deliverable

A detailed report of number of invasive species, density, and location will be compiled.

### **TASK 2 – Mechanical Removal of Invasive Weeds**

#### Description of Task

The focus of Task 2 is the removal of the invasive weeds and native revegetation.

#### Method/Procedure

Western Colorado Conservation Corps (WCCC) will be subcontracted to complete mechanical eradication of Tamarisk and Russian Olive trees including herbicide application with assistance from the Delta County Weed Coordinator. WCCC will chip the slash.

As required, native revegetation will be accomplished with DCD volunteers.

#### Deliverable

A complete report on the activities completed to remove the invasive weeds, including picture coverage for before, during, and after, will be delivered. Lessons learned will be compiled to aid similar projects in the future.

### **TASK 3 – Regrowth Removal**

#### Description of Task

Tasks will focus on removing regrowth of the invasive weeds and will be completed in Year 2.

#### Method/Procedure

Our team will use small tools for removal and herbicide application as required to treat invasive regrowth that occurs.

#### Deliverable

A complete report on the activities completed to remove the invasive weeds regrowth, including picture coverage for before, during, and after, will be delivered. Lessons learned will be compiled to aid similar projects in the future.

### **PHASE II**

Phase II will start in Year 2 and extend the project area north of the River Park by addressing the invasives species on private land. The proposed project envisions no direct cost to participating landowners. There are two specific indications of the high probability that landowners will participate in the project. First direct communication with the Delta County Weed Coordinator indicated that landowners are amenable to removal of invasive species if done at no cost to the landowners. Secondly during a recent project sponsored by Painted Sky RC&D to introduce Tamarisk beetles to kill Tamarisk on private land, more landowners expressed interest than there were beetles available.

The survey results will define the need, the required effort and the size the invasive removal project between Paonia and the Paonia Reservoir. Our team will leverage the success of Phases I and II to seeking separate grant funding to continue the project.

### **TASK 1 – Property Location and Ownership**

#### Description of Task

Task 1 will define property ownership, meet with the landowners, and obtain permission to complete the survey required in Task 2.

#### Method/Procedure

Our team will use the Delta and Gunnison Counties landowner GIS data to define the location and ownership for the river corridor. Our team will then use the success of Phase I as an educational tool to inform the landowners about the project.

#### Deliverable



A complete report on the activities completed to utilize county GIS data will be delivered. The developed educational tool and results from all the meetings will also be included in the report. Lessons learned will be compiled to aid similar projects in the future.

## **TASK 2 – North Fork Invasive Survey**

### Description of Task

Upon obtaining landowner permission, a survey of the land will initially identify species, density and size by location.

### Method/Procedure

Our team will contact all landowners identified and set up meetings. We anticipate both community and individual landowner meetings. We would cover the general issues on the project at the community meetings and then anticipate individual landowner meetings to discuss specific details for each landowner.

### Deliverable

A complete report on the river corridor, including picture coverage, will be delivered. Lessons learned will be compiled to aid similar projects in the future.

## **REPORTING AND FINAL DELIVERABLE**

DCD shall provide the CWCB a progress report every 6 months, beginning from the date of the executed contract. Our progress reports shall describe the completion or partial completion of the tasks identified in the statement of work including a description of any major issues that have occurred and any corrective action taken to address these issues. All deliverables defined for the tasks will be delivered in the progress reports.

At completion of the project, DCD shall provide the CWCB a final report that summarizes the project and documents how the project was completed. Our report may contain photographs, summaries of meetings, engineering reports/designs, and deliverables defined for each task.

## BUDGET

The total project funds are given in the Grant Request Table.

Grant Request Table			
Total Project Cost	\$60,000	Status	Funding Work Area
Gunnison Basin RoundTable	\$20,000	Proposal Submitted	Mechanical Eradication and Herbicide Application by Work Crew, Native Species Revegetation and Private Landowner Survey by Volunteers
<b>List Funding Sources</b>			
Colorado River District	\$15,000	Proposal Submitted	Mechanical Eradication and Herbicide Application by Work Crew
Colorado State Weed Management Fund	\$15,000	Proposal Underway	Mechanical Eradication, Herbicide Application and Regrowth Treatment
Delta Conservation District and NWCC	\$10,000	In Kind	Area survey of Invasive Weeds and Native Species Revegetation

A total project budget by task is given below.

Total Costs				
	Labor	Other Direct Costs	In-Kind Contributions	Total Project Costs
Phase I				
Task 1 – Survey of Invasive Weeds on 19 Acres	\$500		\$1,000	\$1,500
Task 2 – Mechanical Removal of Invasive Weeds	\$1,000	\$44,900		\$45,900
Task 3 – Regrowth Removal	\$500	\$2,000	\$2,000	\$4,500
Phase II				
Task 1 – Property Location and Ownership	\$500		\$3,000	\$3,500
Task 2 – North Fork Invasive Survey	\$500	\$100	\$4,000	\$4,600
Total Costs:	\$3,000	\$47,000	\$10,000	\$60,000

Phase I, Task 2 ODC

- WCCC Sawyer/Herbicide Crew – 5 weeks @ \$7,000 per week = \$35,000
- WCCC Chipper – 16 hours @ \$40 per hour plus \$200 transportation cost = \$ 840
- Herbicide (Garlon 4 or Element 4), methylated seed oil supplies, sprayers, masks, wipes, and safety supplies \$9,000
- Survey materials – \$60

Phase I, Task 3 ODC

- Herbicide (Garlon 4 or Element 4), methylated seed oil supplies, sprayers, masks, wipes, and safety supplies \$2,000

Phase II, Task 2 ODC

- Survey materials – \$100

In-Kind Contribution is 1000 volunteer labor hours valued at \$10.00 per hour.

Labor is project management and administration estimated at 1500 hours valued at \$20.00 per hour.

A GBRT total project cost by task is given below.

GBRT Costs				Matching Funds	Total Project Costs
	Labor	Other Direct Costs	GBRT Costs		
Phase I					
Task 1 – Survey of Invasive Weeds on 19 Acres	\$200		\$200	\$1,300	\$1,500
Task 2 – Mechanical Removal of Invasive Weeds	\$400	\$17,960	\$18,360	\$27,540	\$45,900
Task 3 – Regrowth Removal	\$200	\$800	\$1,000	\$3,500	\$4,500
Phase II					
Task 1 – Property Location and Ownership	\$200		\$200	\$3,300	\$3,500
Task 2 – North Fork Invasive Survey	\$200	\$40	\$240	\$4,360	\$4,600
Total Costs:	\$1,200	\$18,800	\$20,000	\$40,000	\$60,000

GBRT ODC = 40% of total project ODC by task.

GBRT Labor = 40% of total project Labor by task.

## **SCHEDULE**

The following table provides a project schedule including key milestones for each task and the completion dates.

	Start Date	Finish Date
Phase I	9/1/2012	12/31/2013
Task 1	9/1/2012	9/30/2012
Task 2	10/1/2012	12/31/2012
Task 3	5/1/2013	12/31/2013
Phase II	1/1/2013	
Task 1	1/1/2013	8/31/2013
Task 2	9/1/2013	12/31/2013

## **PAYMENT**

DCD will request payment based on actual expenditures and invoice accordingly to CWCB. The request for payment will include a description of the work accomplished by major task, and estimate of the percent completion for individual tasks and the entire water activity in relation to the percentage of budget spent, identification of any major issues and proposed or implemented corrective actions. DCD understands that the last 5 percent of the entire water activity budget will be withheld until final project/water activity documentation is completed. All products, data and information developed as a result of this grant will be provided to the CWCB in hard copy and electronic format as part of the project documentation. This information will in turn be made widely available to Basin Roundtables and the general public and help promote the development of a common technical platform.

## **Insurance Requirements**

DCD will meet all insurance requirements taken from the standard contract apply to WSRA projects that exceed \$25,000 in accordance with the policies of the State Controller's Office. Proof of insurance as stated below will be provided upon notification of intent to award this grant.

## **W-9 Form**

DCD will provide a completed W-9 form prior execution of a contract or purchase order.