

**EXHIBIT A TO CONTRACT AMENDMENT NUMBER 1
AMENDED SCOPE OF WORK and PAYMENT SCHEDULE**

[Enter here or attach a detailed description of the work to be performed, including any milestone dates, standards or guidelines to be met, deliverables, etc.]

The following scope of work is (check one only):

☒ **in addition to the work described in the Original Agreement, which has been or will be performed as agreed; OR**

☐ **in lieu of the work described in the Original Agreement, replacing the original Scope of Work.**

Description of the Work:

1. Project prescription will be modified to require piling of slash in all units.
2. Addition of two project units for a total of 101 additional acres. Added units are FH-10 (77 acres) and FH-11 (24 acres) and will follow project prescription for existing units FH-8 and FH-9 with the additional piling of slash and materials included.
3. A correction to the acres listed in the original Exhibit B will be made. Unit FH-7 will be changed to 39.4 acres and Unit FH-9 will be changed to 23.4 acres.
4. Cost will be modified in accordance with the modifications made to the prescription to increase the cost/acre to \$1,100/acre for additional work required. This brings the project total to \$242,000. Split of original amounts, added amounts, and new totals will be identified in Exhibit B.
5. Due to additions and modifications, deadline of Contract will be extended to March 1, 2014. Multiple deadlines must be met for phases of the overall project and are outlined in the payment schedule. A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013. An additional \$67,000 must be completed and requested for payment by September 1, 2013.

PAYMENT SCHEDULE

Date, Event or Deliverable:	Original Amount Payable	Additional Work Amount Payable	New Total
Completion of Project per Scope of Work	\$90,334.20	\$151,665.80	\$242,000
Unit FH-6 of 21.2 acres	\$16,218	\$7,102	\$23,320
Unit FH-7 of 39.4 acres	\$30,141	\$13,199	\$43,340
Unit FH-8 of 35 acres	\$26,355	\$12,145	\$38,500
Unit FH-9 of 23.4 acres	\$17,620.20	\$8,119.80	\$25,740
Unit FH-10 of 77 acres	N/A	\$84,700	\$84,700
Unit FH- 11 of 24 acres	N/A	\$26,400	\$26,400

Contract may be paid in partial payments made at the completion of each unit described above. A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013. An additional \$67,000 worth of work must be completed by September 1, 2013.

CONTRACT AMENDMENT

Contract or Amendment	Amount	Total Contract Value (including all amendments and renewal options)
Original Contract # 7169	\$90,334.20	\$90,334.20
Amendment #1	\$151,665.80	\$242,000.00

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between P and A Tree Service (hereinafter called "Contractor"), and the Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of Colorado State Forest Service (hereinafter called "University").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the Colorado State University Controller or the Controller's authorized delegate; or (2) the following date: . This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State University Controller or designee. University shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof, prior to the date on which it is signed by or for the Controller.

3) FACTUAL RECITALS

The parties entered into the Contract dated 12/14/2012 for/to cutting trees for watershed protection and fuels mitigation.

4) CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements set forth herein.

5) EFFECT

It is expressly agreed by the parties that this amendment is supplemental to the Contract, as amended and collectively referred to as the Contract, which is, by this reference incorporated herein; and that all terms, conditions and provisions of the Contract, except as specifically modified herein, shall remain in full force and effect.

6) MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

1. Project prescription will be modified to require piling of slash in all units. Modifications to the Exhibit A Statement of Work include replacing 2nd sentence under the first bullet point under the heading "Unit Prescription" on page 14 with the following sentence, "Stems, slash and other woody debris will be chipped or piled for burning following pile construction guidelines outlined in the Contract." The same sentence will replace the 2nd sentence on page 15 within the bullet point beginning with "Unit FH-8 and FH-9...".

2. Addition of two project units to the Statement of Work for a total of 101 additional acres. Added units are FH-10 (77 acres) and FH-11 (24 acres) and will follow project prescription for existing units FH-8 and FH-9 with the additional piling of slash and materials included. This modification includes replacing the first sentence under the Existing Conditions headline on page 13 to read: "The treatment area consists of 6 units totaling 220 acres." Page 14 is modified to add Unit FH-10 (77 acres) and Units FH-11 (24 acres) to the first sentence of the second paragraph. Total 159.4 acres replaces 58.4 acres in the first sentence of the second paragraph as well on page 14. Under Unit Prescriptions on page 15 in the bullet point beginning with "Unit FH-8 and FH-9" the addition of Unit FH-10 and FH-11 are added.

3. A correction to the acres listed in Exhibit B will be made. Under the Date/Event or Deliverable column, the row with Unit FH-7 is decreased to 39.4 acres and the row with Unit FH-9 is decreased to 23.4 acres.

4. Overall cost/acre will be modified in accordance with the modifications made to the project prescription. The payment schedule in Exhibit B (paragraph i) is deleted in its entirety and replaced with the following:

- i. ☒ [Fixed Price] The contract price is \$242,000.00. Payments shall be made as follows:

DATE, EVENT or DELIVERABLE	AMOUNT PAYABLE
Completion of Project per Statement of Work	\$242,000.00
Unit FH-6 of 21.2 acres	\$23,320.00
Unit FH-7 of 39.4 acres	\$43,340.00
Unit FH-8 of 35 acres	\$38,500.00
Unit FH-9 of 23.4 acres	\$25,740.00
Unit FH-10 of	\$84,700.00
Unit FH-11 of	\$26,400.00

5. Due to additions and modifications, the end date of Contract will be extended to March 1, 2014. Multiple deadlines must be met for phases of the overall project and are outlined in the payment schedule. Under the payment schedule the sentence: "A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013. An additional \$67,000 worth of work must be completed and requested for payment by September 1, 2013" will be added.

7) ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

8) AVAILABLE FUNDS

Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT STATEMENT OF WORK

GENERAL DESCRIPTION:

Lory State Park
2012 Lory Fuels Reduction Project

Property or Parcel Name:
Project Description:

Purpose:

The primary goal is to reduce fuel loadings and improve forest health within a ponderosa pine forest.

This project has 3 primary objectives:

- Reduce fuel loading to mitigate the effects of high severity wildfire.
- Protect visitor safety.
- Improve park aesthetics and forest resistance to insects and disease.

Project Location:

Lory State Park is located in Larimer County. The Park lies along the Front Range of the Rocky Mountains and is approximately 7 miles west of Fort Collins, Colorado. The project is located in portions of Section 13 & 24 of Township 7 North, Range 70 West.

General Description of Work:

A mandatory site inspection is required for this project. Work involves fuels reduction and forest health improvement via hand thinning. Mechanical mulching and/or chipping will be utilized where terrain and access allows. Work will be guided by the general prescription guidelines listed below and as further described during the mandatory site inspection of the project.

Existing Conditions:

The treatment area consists of 4 units totaling 119 acres.

- The treatment area is located around Arthur's Rock and along higher elevation trails within Lory State Park. The units are adjacent to previously treated areas and extend treatments around Arthur's Rock. Arthur's Rock is a highly visible area of the Park and one of the most frequently visited locations.
- In general, the treatment area can be characterized as a ponderosa pine forest. Stand density and composition varies throughout.
- Mountain pine beetle and dwarf mistletoe are prevalent within the treatment area. Patches of standing dead timber due to mountain pine beetle infestation is widespread. Active infestation is present. Beetle levels are likely still endemic but have high potential to reach epidemic levels. Dwarf mistletoe infection is high.
- The area is characterized by steep terrain and rocky outcroppings.
- Access to the treatment unit is via existing park roads and trails.

Unit Description:

- Unit FH-6 (21.2 acres) and FH-7 (39.4 acres) are 60.6 acres.
- The southern and eastern portions of the project area, surrounding Arthur's Rock, tend to be more widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Fingers of dense ponderosa (60% + canopy closure) are interspersed within this area.
- The northern sections of the units are dominated by denser ponderosa pine where Douglas-fir encroachment is increasingly apparent. Higher levels of ground fuel accumulation, in the form of downed woody debris, are prevalent in these portions.
- Douglas-fir dominates the more north-facing slopes and along drainages.
- A ridge-top runs along the western boundary of Unit FH-6. A significant level of blow down has occurred within this area. This boundary ties into a past fuels treatment unit.
- Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
- Access to the unit is via the Parks existing trail system. The Timber trail runs near the western boundary of the Unit FH-6. This provides good access into the unit via ATV or UTV. The Overlook trail runs near the eastern boundary of Unit FH-10. Possible access may also include via ATV or UTV up the drainages from the Lory State Park road.
- Unit FH-8 (35 acres), and FH-9 (23.4 acres), total 58.4 acres.
- The units run along several trails in Lory State Park and are approximately 300 feet in width centered along the trails. Unit FH-8 extends along the Arthur's Rock Trail from the turnoff for the Overlook Trail up to the final ascent to Arthur's Rock. Unit FH-9 follows the Overlook Trail between the Arthur's Rock trail and Well Gulch Nature Trail. The majority of the units contain widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Areas of dense ponderosa and Douglas-fir (60% + canopy closure) exist in pockets along the trail system.
- Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
- Access to the unit is via the Parks existing trail system.

Unit Prescription:

In general, the units will need to be treated by hand. Treatment consists of the harvest and disposal of both live and dead beetle-impacted trees, especially in areas immediately surrounding Arthur's Rock.

- Unit FH-6 & FH-7 - the units will be thinned in order to reduce ladder fuels and fuel loadings and improve upon stand structure. Stems, slash and other woody debris will be removed, chipped, lop and scattered, piled for burning and/or a combination of these methods. In general, the following guidelines will be followed:
 - Patches of standing dead timber will be designated for removal (except where snag retention guidelines are applicable; refer to the snag description area below for retention guidelines).
 - ☐ Removal of standing dead timber is a high priority in the areas immediately adjacent to Arthur's Rock.
 - ☐ Dead standing trees within 1.5 times tree height of any trails should be felled and treated to prescription.
 - Live, beetle-infested ponderosa pine will be targeted for removal.
 - ☐ All boles of beetle-infested trees will be chipped or removed from the site entirely when possible. Piling for burning will be acceptable only for materials 6 inches in diameter or smaller. Currently infested trees larger than 6 inches in diameter and in remote locations where removal or chipping is not possible shall be cut into 4 foot lengths and left in open, sunny locations where possible.

- In addition to treating beetle-impacted trees, the unit will be thinned to reduce ladder fuels and stand density.
 - ☐ Live beetle-hit trees, regardless of diameter class, will be priority for removal.
 - ☐ Areas of open grown ponderosa may not need significant treatment outside of beetle sanitation.
 - ☐ In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.
- In general, tree will be thinned to leave an average spacing of at least 17' between boles. This spacing, however, should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
 - o Remove poor quality and suppressed trees of low vigor.
 - o Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
 - o Retain large trees (> 20 inch Diameter at Breast Height [dbh]) and trees with good form and vigor.
 - o Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
 - o Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems. In areas where seedling and saplings exhibit good form and vigor, this may require removal of overstory ponderosa pine.
 - o Larger diameter Douglas-fir (10" dbh +) may be retained to maintain a forested appearance.
 - o Retain Rocky Mountain juniper and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
 - o Remove shrubs where acting as ladder fuels.
 - o In areas of contiguous Douglas-fir, follow the aforementioned spacing guidelines, taking care to remove ladder fuels.
 - ☐ If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- Downed woody debris should be cut to remove braches and put the tree boles (greater than 6" diameter) closer to the ground, facilitating decomposition.
 - ☐ Significant accumulations of downed woody debris should be chipped, piled for burning, or removed from site.
- Unit FH-8 & FH-9 - the units will be thinned to improve safety of trails. Stems, slash and other woody debris will be removed, chipped, or piled for burning and/or a combination of these methods.
- All dead trees will be felled and treated to prescription unless they are further than 75 feet from the trail and serving as wildlife snags (refer to the snag description area below for retention guidelines).
- Live, beetle-infested ponderosa pine will be targeted for removal.
 - ☐ All boles of beetle-infested trees will be chipped or removed from the site entirely where possible. Piling for burning will be acceptable only for materials 6 inches in diameter or smaller. Currently infested trees larger than 6 inches in diameter and in remote locations where removal or chipping is not possible shall be cut into 4 foot lengths and left in open, sunny locations where possible.
- If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- If a tree has any other major defect that could potentially impact trail usage or otherwise pose a hazard, that tree should be felled and treated to prescription.
- In addition to treating beetle-impacted trees, the unit will be thinned to reduce ladder fuels and stand density.
 - ☐ Live beetle-hit trees, regardless of diameter class, will be priority for removal.
 - ☐ Areas of open grown ponderosa may not need significant treatment outside of beetle sanitation.
 - ☐ In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.

- In general, tree will be thinned to leave an average spacing of at least 10-15' between boles. This spacing, however, should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
- o Remove poor quality and suppressed trees of low vigor.
- o Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
- o Retain large trees (> 20 inch Diameter at Breast Height [dbh]) and trees with good form and vigor.
- o Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
- o Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems. In areas where seedling and saplings exhibit good form and vigor, this may require removal of overstory ponderosa pine.
- o Larger diameter Douglas-fir (10" dbh +) may be retained to maintain a forested appearance.
- o Retain Rocky Mountain juniper and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
- o In areas of contiguous Douglas-fir, follow the aforementioned spacing guidelines, taking care to remove ladder fuels.

Technique:

In both units, trees identified for removal will be removed using hand-felling techniques and mechanical harvesting if, and where, applicable.

- Harvesting and disposal operations will be done to minimize ground disturbance and damage to residual trees.
- Wherever practicable, Contractor will cut stumps to ground level. Where slope, rocks, or other features prohibit, then a maximum of 4" on the uphill side will be acceptable.
- Materials may be piled for burning.
- Materials that are piled for burning will include only limbs, slash and logs under 6 inches in diameter. Piles should be located in openings, meadows or rock outcrops and should be at least 5 feet away from adjacent tree trunks and away from overhanging tree branches as well as downed logs on the ground.
- Piles will be constructed according to Larimer County recommendations outlined here. Pile construction will include piling branches and tops with butt ends toward the outside of the pile, and overlapping so as to form dense layers piled upon each other. Pile size should be approximately 8 feet across and 6 feet in height and materials should be kept as compact as possible.
- Chipping may be used for disposal of slash. Chipping will be broadcast away from roads, trails, and backcountry campsites.
- Chip depth will not exceed 2".
- Where pile burning and chipping are not possible, lop and scatter may be used for materials in Unit Fh-6 and Fh-7. Lop and scatter depth shall not exceed 10", and material will not be placed underneath or at the base of retention trees.
- Material should be spread out in the unit and not dragged to a consolidated area unless otherwise specified for pile and burn.

Snags:

Maintenance of wildlife snags for roosting provides habitat for raptors and other tree bound animals. Live trees with broken tops, dead tops, or mechanical damage are likely candidates to become wildlife trees. Criteria for selecting wildlife snags are as follows:

- Trees already with signs of bird/wildlife use (nests, holes, cavities, etc).
- Trees with dead or broken tops which are likely to develop heartrot.
- All wildlife snags should be at least 8" dbh and have their bark intact.
- Snags can range anywhere from 5 -10 per acre, but the size is more important in deciding if a tree should stay or go.
- One large snag per acre greater than 20" dbh for use by large woodpeckers and owls.
- Three medium sized snags between 10 and 20" dbh for use by smaller raptors, kestrels and also squirrels.
- One smaller snags per acre between 6 and 10" dbh for smaller birds such as chickadees and nuthatches.

This prescription only applied in Unit FH-8 & 9 - any snag within 1.5 tree length of the trails should be felled for visitor safety purposes. At least 5 snags should be left per acre with no more than 10 being retained. No new snags shall be created.

Marking:

The Contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the Contract Administrator. Demo areas are used as a guideline or gauge for the contractors to see the desired retention and shall be completed and approved by the Contract Administrator before work may begin on any unit.

- Boundary – When needed, unit boundaries will be delineated prior to the start of operations. All boundaries will be identified with blue flagging.
- Demo Areas – One demonstration area has been flagged for visualization purposes during the bid show. Work is not required to start in the demonstration area.
- Access - Access points for ATV's, UTV's and other equipment will be shown during the bid show and coordinated with Lory State Park staff and will not be flagged. Chipper staging areas will be identified prior to the start of operations.

PROJECT IMPLEMENTATION:

Contract period & Operational Period:

- Contract period will run from upon approval to September 30, 2013. Blackout dates, in which no work will occur, will be during bird breeding season from April 1st-July 1st. Due to funding constraints, \$75,000 worth of project work must be complete for payment prior to April 1st 2013.
- Daily Operational Period: Limited to Monday-Friday, Dawn to Dusk

Operation Restrictions:

The Contract Administrator may suspend or limit operations in the case of extreme fire danger, excessive damage due to mud or snow, excessive residual tree damage, or failure to meet contract specifications.

Treatment Methods and Equipment

^^

- The unit will be treated by a hand crew in combination with masticating or similar equipment if feasible.

Access:

- Access to the project area will be from park roads or trails. The Contractor shall provide locks for any gates necessary for access. Gates shall be locked at all times and locks must be placed in a manner that accommodates other locks in the chain.
- No equipment shall be parked on private roads at any time.
- All access roads and trails will be kept passable at all times. Any significant accumulations of mulch or material on the access roads and trails will be removed by the Contractor at the end of each day. No skid trails will be created on this project.
- Roads and other improvements will be repaired to the same condition as found prior to the start of work. This repair may include repairing or replacing drainage control features. Significant damage to existing roads or other improvements caused by the Contractor must be repaired by the Contractor as soon as possible. The Contract Administrator will determine if road repair is necessary.

Additional Performance Standards:

- Trail closures will be needed when equipment is in operation or when completing handwork near trails. The contractor will arrange trail closures with the Contract Administrator in coordination with the Park Manager.
- All non-merchantable material and slash must be chipped, piled for burning or fully removed from site. If chips are to remain on site, chips should be spread out to a maximum depth of 4". Chips are not allowed on the roads or within the footprints of campsites.
- Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by Contractor equipment will be less than eight inches deep. In areas where machines have used a path repeatedly, water-bars will be installed by the Contractor if the Contract Administrator deems necessary.
- Ephemeral drainage areas will not be used as primary travel routes and crossings will be minimized.
- Fuel, hydraulic fluid or other chemical spills will be reported to State Parks immediately. Soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall either be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor or left in place and mixed with an encapsulating product such as RamSorb I, depending on the amount of contamination.
- Boundary fences must not be damaged and chips or mastication debris must not be propelled onto adjoining private land. No woody material may be left on or piled up against boundary fences. Work may need to be completed by hand near property boundaries in order to meet this standard.
- Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10 pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
- Neither trash nor litter will be left by the Contractor anywhere on the Park, access route, or vicinity. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
- It is the responsibility of the Contractor to follow all rules and regulations established for Lory State Park. Larry Butterfield of Colorado Parks and Wildlife is the manager for Lory State Park and can be contacted at (970) 493-1623. No dogs and no camping will be allowed on the site.
- All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.
- The work site should be left in a safe manner at the end of every work day, and the Contractor will take all reasonable precautions to prevent injury to the public. The following precautions are required:
 - All equipment will be safely stored at the end of every work day or when unattended. Ignition keys will be removed from machinery and removed from the site. The hitch of all chippers or other towed vehicles will be closed and locked at the end of every work day or when unattended.

- All vehicles, chippers, or other towed vehicles will be safely parked on level ground with the wheels blocked and locked at the end of each work day or when unattended.
- Chainsaws, gasoline and oil will be locked inside a vehicle or secured in a locked metal box at the end of each work day or when unattended.
- Safety of Park staff and visitors will be paramount; the contractor will exercise due caution staff at all times. The contractor will take the following precautions on a daily basis:
- At the beginning of each work day, the contractor will inform an official of the Park, designated by the Park Manager, where work will be taking place on that day. In the event the Park contact shall not be present on any given day, it shall be the duty of the Park Manager to designate an alternate person as the contact.
- When working within 100 feet of any trail, the contractor shall post signs closing the trail at least 100 feet in advance of the work area on each direction of travel. Such signs shall have a minimum dimension of one foot by one foot.

Performance Bond and Damage Deposit:

A Performance Bond in the amount of \$10,000 shall be deposited by the PURCHASER upon signing of this agreement. The bond shall be in the form of cash, certified check or a certified bond from a qualified bonding company. The performance bond shall be used, in part or in full for non-performance of any of the terms or conditions of this Independent Services Contract and/or to correct deficiency in any work not completed to agreement specifications. The bond may be used to cover expenses incurred by the Colorado State Forest Service to complete contract obligations, including re-bidding the entire project if necessary.

A Damage Deposit in the amount of \$3,000.00 shall be deposited by the PURCHASER upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$1,000.00, it shall be brought back to the original full amount through additional payments by Contractor.

Any remaining bond and deposit balances will be released to PURCHASER promptly upon satisfactory completion of this agreement.

ENVIRONMENTAL & OTHER ISSUES:

Weed prevention / Rehabilitation / Reclamation:

- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. A CSFS representative must be present to inspect vehicles and machinery before they are brought onto the project site. Machine operations should avoid driving through weed areas. No major reseeding effort is expected to be necessary for this project; however reseeding may be required if the Contractor uses equipment off-road and exposes excessive amounts of bare soil. The requirement for such reseeding will be the decision of the Contract Administrator in coordination with Park Resource Staff. Activities that would warrant reseeding (such as the creation of a secondary access road) must be cleared through the Contract Administrator prior to construction. All seed mixes, straw, hay materials used in revegetation must meet Colorado Weed-Free specifications. Any and all reseeding will be done at an appropriate time of year.

Sensitive Areas to Avoid:

- Use caution to not drive equipment into any ephemeral stream or drainage.
- Use caution to not damage areas near trails and especially near areas immediately surrounding Arthur's Rock.
- Use cautions to not damage property boundary fence or propel chips and debris onto private land.

Archeological/Cultural Resources Considerations

The project area avoids all sites that have been deemed eligible for the National Federal Register of Historic Places and are therefore not considered to be at significant risk by the forest management activities. If unidentified cultural resources are discovered during project activities, work must be halted by the Contractor until the resources have been evaluated in terms of Federal Register criteria, 36 CFR 60.4, in consultation with the Colorado Historical Society.

Endangered Species Considerations

The Contractor is required to comply with all Endangered Species Act (ESA) and other relevant state and federal species protection laws or regulations.

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT

PRICE, COST AND PAYMENT PROVISIONS

Contract may be paid in one lump sum at the completion of the entire project or partial payments made at the completion of each unit described in Exhibit A. A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013.

PAYMENT PROVISIONS.

- i. ☒ [Fixed Price] The contract price is \$TBD. Payments shall be made as follows:

DATE, EVENT or DELIVERABLE	AMOUNT PAYABLE
Completion of Project per Scope of Work	\$_____ Total - or
Unit FH-6 of 21.2 acres	\$_____
Unit FH-7 of 60.6 acres	\$_____
Unit FH-8 of 35 acres	\$_____
Unit FH-9 of 58.4 acres	\$_____

ii. ☐ Time and material/hourly labor contracts. (Optional—check here if required) The University shall pay the Contractor at the rate of \$_____ per hour for labor, plus cost of materials, with total charges not to exceed a ceiling price of \$_____ dollar amount. The Contractor shall successfully complete the contracted services in accordance with contract requirements within the ceiling price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the 10th day of the month. Payments will be made within 30 days after invoice.

iii. ☐ Cost reimbursement. (Optional—check here if required) The University shall reimburse the Contractor's actual, reasonable, and allowable costs, as defined herein, not exceeding \$_____ dollar amount. The Contractor shall submit invoices monthly no later than the 10th day of the month. Payments will be made within 30 days after invoice.

ACCOUNTING AND PAYMENT:

A. Incorrect payments. Incorrect payments by the University to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract or other contracts between the University and the Contractor.

B. Invoices / Payments.

i. Invoices shall be sent to: Colorado State Forest Service, Fort Collins District, 5060 Campus Delivery, Fort Collins, CO 80523-5060, phone: 970-491-8660.

ii. Payments shall be sent to: Dept name, address, phone

C. Maximum Amount Payable. Unless otherwise provided by a signed Amendment, the maximum amount payable by the University to Contractor during each University fiscal year of this Contract shall be:


\$_____ in FY13

\$	_____	in FY14
\$	_____	in FY
\$	_____	in FY
\$	_____	in FY

D. Inclusions. Except as otherwise set forth in this exhibit, the above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

***Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Colorado State University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.**

<p>CONTRACTOR: <u>Insert Grantee's Full Legal Name</u></p> <p>By: <u></u> *Signature</p> <p>Name: <u>Frank Goreski</u></p> <p>Title: <u>owner</u></p> <p>Date: <u>3-6-13</u></p>	<p>STATE OF COLORADO John W. Hickenlooper GOVERNOR Board of Governors of the Colorado State University System, acting by and through Colorado State University Dr. Anthony A. Frank, President</p> <p>By: _____ *Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>REQUIRED APPROVALS:</p> <p>By: _____ *Signature</p> <p>Name: _____</p> <p>Title: _____ [Dean, Director or Dept. Head]</p> <p>Date: _____</p> <p>Account No: _____</p> <p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Donna W. Aurand, JD Director, Contracting Services and Special Assistant Attorney General for Colorado State University</p> <p>Date: _____</p>
--	---

ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL by the COLORADO STATE UNIVERSITY CONTROLLER

CRS §24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Amendment is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

COLORADO STATE UNIVERSITY CONTROLLER

By: _____
*Signature

Name: _____

Date: _____

CONTRACT AMENDMENT

Contract or Amendment	Amount	Total Contract Value (including all amendments and renewal options)
Original Contract # 7169	\$90,334.20	\$90,334.20
Amendment #1	\$151,665.80	\$242,000

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between P and A Tree Service (hereinafter called "Contractor"), and the Board of Governors of the Colorado State University System, acting by and through Colorado State University, for the use and benefit of Colorado State Forest Service (hereinafter called "University").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the Colorado State University Controller or the Controller's authorized delegate; or (2) the following date: . This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State University Controller or designee. University shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof, prior to the date on which it is signed by or for the Controller.

3) FACTUAL RECITALS

The parties entered into the Contract dated 12/14/2012 for/to cutting trees for watershed protection and fuels mitigation.

4) CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements set forth herein.

5) EFFECT

It is expressly agreed by the parties that this amendment is supplemental to the Contract, as amended and collectively referred to as the Contract, which is, by this reference incorporated herein; and that all terms, conditions and provisions of the Contract, except as specifically modified herein, shall remain in full force and effect.

6) MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

1. Project prescription will be modified to require piling of slash in all units. Modifications include replacing 2nd sentence under the first bullet point under the heading "Unit Prescription" on page 14 with the following sentence, "Stems, slash and other woody debris will be chipped or piled for burning following pile construction guidelines outlined in the Contract." The same sentence will replace the 2nd sentence on page 15 within the bullet point beginning with "Unit FH-8 and FH-9...".

2. Addition of two project units for a total of 101 additional acres. Added units are FH-10 (77 acres) and FH-11 (24 acres) and will follow project prescription for existing units FH-8 and FH-9 with the additional piling of slash and materials included. This modification will include replacing the first sentence under the Existing Conditions headline on page 13 to read: "The treatment area consists of 6 units totaling 220 acres." Page 14 will be modified to add Unit FH-10 (77 acres) and Units FH-11 (24 acres) to the first sentence of the second paragraph. Total 159.4 acres will replace 58.4 acres in the first sentence of the second paragraph as well on page 14. Under Unit Prescriptions on page 15 in the bullet point beginning with "Unit FH-8 and FH-9" the addition of Unit FH-10 and FH-11 will be added.

3. A correction to the acres listed in Exhibit B will be made. Under the Date/Event or Deliverable column, the row with Unit FH-7 will be changed to 39.4 acres and the row with Unit FH-9 will be changed to 23.4 acres.

4. Overall cost/acre will be modified in accordance with the modifications made to the project prescription. The payment schedule in Exhibit B will be modified by adding two new columns, "Additional Work Amount Payable" and "New Total." Two new rows for added units FH-10 and FH-11 will be added to the bottom of the table. Exhibit B, column #2, Additional Work Amount Payable, will be modified to read new values \$151,665.80 for Completion of Project, \$7,102 for Unit FH-6, \$13,199 for Unit FH-7, \$12,145 for Unit FH-8, \$8,119.80 for Unit FH-9, \$84,700 for new unit FH-10, and \$26,400 for new unit FH-11. Third column, "New Total" will include the new values of project total of \$242,000 and \$23,320 for Unit FH-6, \$43,340 for Unit FH-7, \$38,500 for Unit FH-8, \$25,740 for Unit FH-9, \$84,700 for Unit FH-10 and \$26,400 for Unit FH-11.

5. Due to additions and modifications, deadline of Contract will be extended to March 1, 2014. Multiple deadlines must be met for phases of the overall project and are outlined in the payment schedule. Under the payment schedule the sentence: "A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013. An additional \$67,000 must be completed and requested for payment by September 1, 2013" will be added.

7) ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

8) AVAILABLE FUNDS

Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Colorado State University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.

<p>CONTRACTOR: Insert Grantee's Full Legal Name</p> <p>By: _____ *Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>STATE OF COLORADO John W. Hickenlooper GOVERNOR Board of Governors of the Colorado State University System, acting by and through Colorado State University Dr. Anthony A. Frank, President</p> <p>By: _____ *Signature</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>REQUIRED APPROVALS:</p> <p>By: _____ *Signature</p> <p>Name: _____</p> <p>Title: _____ [Dean, Director or Dept. Head]</p> <p>Date: _____</p> <p>Account No: _____</p> <p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: _____ Donna W. Aurand, JD Director, Contracting Services and Special Assistant Attorney General for Colorado State University</p> <p>Date: _____</p>
--	--

ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL by the COLORADO STATE UNIVERSITY CONTROLLER

CRS §24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Amendment is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

COLORADO STATE UNIVERSITY CONTROLLER

By: _____

*Signature

Name: _____

Date: _____

**EXHIBIT A TO CONTRACT AMENDMENT NUMBER 1
AMENDED SCOPE OF WORK and PAYMENT SCHEDULE**

[Enter here or attach a detailed description of the work to be performed, including any milestone dates, standards or guidelines to be met, deliverables, etc.]

The following scope of work is (check one only):

☒ **in addition to the work described in the Original Agreement, which has been or will be performed as agreed; OR**

☐ **in lieu of the work described in the Original Agreement, replacing the original Scope of Work.**

Description of the Work:

1. Project prescription will be modified to require piling of slash in all units.
2. Addition of two project units for a total of 101 additional acres. Added units are FH-10 (77 acres) and FH-11 (24 acres) and will follow project prescription for existing units FH-8 and FH-9 with the additional piling of slash and materials included.
3. A correction to the acres listed in the original Exhibit B will be made. Unit FH-7 will be changed to 39.4 acres and Unit FH-9 will be changed to 23.4 acres.
4. Cost will be modified in accordance with the modifications made to the prescription to increase the cost/acre to \$1,100/acre for additional work required. This brings the project total to \$242,000. Split of original amounts, added amounts, and new totals will be identified in Exhibit B.
5. Due to additions and modifications, deadline of Contract will be extended to March 1, 2014. Multiple deadlines must be met for phases of the overall project and are outlined in the payment schedule. A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013. An additional \$67,000 must be completed and requested for payment by September 1, 2013.

PAYMENT SCHEDULE

Date, Event or Deliverable:	Original Amount Payable	Additional Work Amount Payable	New Total
Completion of Project per Scope of Work	\$90,334.20	\$151,665.80	\$242,000
Unit FH-6 of 21.2 acres	\$16,218	\$7,102	\$23,320
Unit FH-7 of 39.4 acres	\$30,141	\$13,199	\$43,340
Unit FH-8 of 35 acres	\$26,355	\$12,145	\$38,500
Unit FH-9 of 23.4 acres	\$17,620.20	\$8,119.80	\$25,740
Unit FH-10 of 77 acres	N/A	\$84,700	\$84,700
Unit FH- 11 of 24 acres	N/A	\$26,400	\$26,400

Contract may be paid in partial payments made at the completion of each unit described above. A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013. An additional \$67,000 worth of work must be completed by September 1, 2013.

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT

STATEMENT OF WORK

GENERAL DESCRIPTION:

Lory State Park
2012 Lory Fuels Reduction Project

Property or Parcel Name:
Project Description:

Purpose:

The primary goal is to reduce fuel loadings and improve forest health within a ponderosa pine forest.

This project has 3 primary objectives:

- Reduce fuel loading to mitigate the effects of high severity wildfire.
- Protect visitor safety.
- Improve park aesthetics and forest resistance to insects and disease.

Project Location:

Lory State Park is located in Larimer County. The Park lies along the Front Range of the Rocky Mountains and is approximately 7 miles west of Fort Collins, Colorado. The project is located in portions of Section 13 & 24 of Township 7 North, Range 70 West.

General Description of Work:

A mandatory site inspection is required for this project. Work involves fuels reduction and forest health improvement via hand thinning. Mechanical mulching and/or chipping will be utilized where terrain and access allows. Work will be guided by the general prescription guidelines listed below and as further described during the mandatory site inspection of the project.

Existing Conditions:

The treatment area consists of 4 units totaling 119 acres.

- The treatment area is located around Arthur's Rock and along higher elevation trails within Lory State Park. The units are adjacent to previously treated areas and extend treatments around Arthur's Rock. Arthur's Rock is a highly visible area of the Park and one of the most frequently visited locations.
- In general, the treatment area can be characterized as a ponderosa pine forest. Stand density and composition varies throughout.
- Mountain pine beetle and dwarf mistletoe are prevalent within the treatment area. Patches of standing dead timber due to mountain pine beetle infestation is widespread. Active infestation is present. Beetle levels are likely still endemic but have high potential to reach epidemic levels. Dwarf mistletoe infection is high.
- The area is characterized by steep terrain and rocky outcroppings.
- Access to the treatment unit is via existing park roads and trails.

Unit Description:

- Unit FH-6 (21.2 acres) and FH-7 (39.4 acres) are 60.6 acres.
- The southern and eastern portions of the project area, surrounding Arthur's Rock, tend to be more widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Fingers of dense ponderosa (60% + canopy closure) are interspersed within this area.
- The northern sections of the units are dominated by denser ponderosa pine where Douglas-fir encroachment is increasingly apparent. Higher levels of ground fuel accumulation, in the form of downed woody debris, are prevalent in these portions.
- Douglas-fir dominates the more north-facing slopes and along drainages.
- A ridge-top runs along the western boundary of Unit FH-6. A significant level of blow down has occurred within this area. This boundary ties into a past fuels treatment unit.
- Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
- Access to the unit is via the Parks existing trail system. The Timber trail runs near the western boundary of the Unit FH-6. This provides good access into the unit via ATV or UTV. The Overlook trail runs near the eastern boundary of Unit FH-10. Possible access may also include via ATV or UTV up the drainages from the Lory State Park road.
- Unit FH-8 (35 acres), and FH-9 (23.4 acres), total 58.4 acres.
- The units run along several trails in Lory State Park and are approximately 300 feet in width centered along the trails. Unit FH-8 extends along the Arthur's Rock Trail from the turnoff for the Overlook Trail up to the final ascent to Arthur's Rock. Unit FH-9 follows the Overlook Trail between the Arthur's Rock trail and Well Gulch Nature Trail. The majority of the units contain widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Areas of dense ponderosa and Douglas-fir (60% + canopy closure) exist in pockets along the trail system.
- Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
- Access to the unit is via the Parks existing trail system.

Unit Prescription:

In general, the units will need to be treated by hand. Treatment consists of the harvest and disposal of both live and dead beetle-impacted trees, especially in areas immediately surrounding Arthur's Rock.

- Unit FH-6 & FH-7 - the units will be thinned in order to reduce ladder fuels and fuel loadings and improve upon stand structure. Stems, slash and other woody debris will be removed, chipped, lop and scattered, piled for burning and/or a combination of these methods. In general, the following guidelines will be followed:
 - Patches of standing dead timber will be designated for removal (except where snag retention guidelines are applicable; refer to the snag description area below for retention guidelines).
 - ☐ Removal of standing dead timber is a high priority in the areas immediately adjacent to Arthur's Rock.
 - ☐ Dead standing trees within 1.5 times tree height of any trails should be felled and treated to prescription.
 - Live, beetle-infested ponderosa pine will be targeted for removal.
 - ☐ All boles of beetle-infested trees will be chipped or removed from the site entirely when possible. Piling for burning will be acceptable only for materials 6 inches in diameter or smaller. Currently infested trees larger than 6 inches in diameter and in remote locations where removal or chipping is not possible shall be cut into 4 foot lengths and left in open, sunny locations where possible.

- In addition to treating beetle-impacted trees, the unit will be thinned to reduce ladder fuels and stand density.
 - ☐ Live beetle-hit trees, regardless of diameter class, will be priority for removal.
 - ☐ Areas of open grown ponderosa may not need significant treatment outside of beetle sanitation.
 - ☐ In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.
- In general, tree will be thinned to leave an average spacing of at least 17' between boles. This spacing, however, should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
 - o Remove poor quality and suppressed trees of low vigor.
 - o Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
 - o Retain large trees (> 20 inch Diameter at Breast Height [dbh]) and trees with good form and vigor.
 - o Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
 - o Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems. In areas where seedling and saplings exhibit good form and vigor, this may require removal of overstory ponderosa pine.
 - o Larger diameter Douglas-fir (10" dbh +) may be retained to maintain a forested appearance.
 - o Retain Rocky Mountain juniper and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
 - o Remove shrubs where acting as ladder fuels.
 - o In areas of contiguous Douglas-fir, follow the aforementioned spacing guidelines, taking care to remove ladder fuels.
 - ☐ If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- Downed woody debris should be cut to remove braches and put the tree boles (greater than 6" diameter) closer to the ground, facilitating decomposition.
 - ☐ Significant accumulations of downed woody debris should be chipped, piled for burning, or removed from site.
- Unit FH-8 & FH-9 - the units will be thinned to improve safety of trails. Stems, slash and other woody debris will be removed, chipped, or piled for burning and/or a combination of these methods.
- All dead trees will be felled and treated to prescription unless they are further than 75 feet from the trail and serving as wildlife snags (refer to the snag description area below for retention guidelines).
- Live, beetle-infested ponderosa pine will be targeted for removal.
 - ☐ All boles of beetle-infested trees will be chipped or removed from the site entirely where possible. Piling for burning will be acceptable only for materials 6 inches in diameter or smaller. Currently infested trees larger than 6 inches in diameter and in remote locations where removal or chipping is not possible shall be cut into 4 foot lengths and left in open, sunny locations where possible.
- If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- If a tree has any other major defect that could potentially impact trail usage or otherwise pose a hazard, that tree should be felled and treated to prescription.
- In addition to treating beetle-impacted trees, the unit will be thinned to reduce ladder fuels and stand density.
 - ☐ Live beetle-hit trees, regardless of diameter class, will be priority for removal.
 - ☐ Areas of open grown ponderosa may not need significant treatment outside of beetle sanitation.
 - ☐ In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.

- In general, tree will be thinned to leave an average spacing of at least 10-15' between boles. This spacing, however, should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
- o Remove poor quality and suppressed trees of low vigor.
- o Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
- o Retain large trees (> 20 inch Diameter at Breast Height [dbh]) and trees with good form and vigor.
- o Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
- o Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems. In areas where seedling and saplings exhibit good form and vigor, this may require removal of overstory ponderosa pine.
- o Larger diameter Douglas-fir (10" dbh +) may be retained to maintain a forested appearance.
- o Retain Rocky Mountain juniper and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
- o In areas of contiguous Douglas-fir, follow the aforementioned spacing guidelines, taking care to remove ladder fuels.

Technique:

In both units, trees identified for removal will be removed using hand-felling techniques and mechanical harvesting if, and where, applicable.

- Harvesting and disposal operations will be done to minimize ground disturbance and damage to residual trees.
- Wherever practicable, Contractor will cut stumps to ground level. Where slope, rocks, or other features prohibit, then a maximum of 4" on the uphill side will be acceptable.
- Materials may be piled for burning.
- Materials that are piled for burning will include only limbs, slash and logs under 6 inches in diameter. Piles should be located in openings, meadows or rock outcrops and should be at least 5 feet away from adjacent tree trunks and away from overhanging tree branches as well as downed logs on the ground.
- Piles will be constructed according to Larimer County recommendations outlined here. Pile construction will include piling branches and tops with butt ends toward the outside of the pile, and overlapping so as to form dense layers piled upon each other. Pile size should be approximately 8 feet across and 6 feet in height and materials should be kept as compact as possible.
- Chipping may be used for disposal of slash. Chipping will be broadcast away from roads, trails, and backcountry campsites.
- Chip depth will not exceed 2".
- Where pile burning and chipping are not possible, lop and scatter may be used for materials in Unit Fh-6 and Fh-7. Lop and scatter depth shall not exceed 10", and material will not be placed underneath or at the base of retention trees.
- Material should be spread out in the unit and not dragged to a consolidated area unless otherwise specified for pile and burn.

Snags:

Maintenance of wildlife snags for roosting provides habitat for raptors and other tree bound animals. Live trees with broken tops, dead tops, or mechanical damage are likely candidates to become wildlife trees. Criteria for selecting wildlife snags are as follows:

- Trees already with signs of bird/wildlife use (nests, holes, cavities, etc).
- Trees with dead or broken tops which are likely to develop heartrot.
- All wildlife snags should be at least 8" dbh and have their bark intact.
- Snags can range anywhere from 5 -10 per acre, but the size is more important in deciding if a tree should stay or go.
- One large snag per acre greater than 20" dbh for use by large woodpeckers and owls.
- Three medium sized snags between 10 and 20" dbh for use by smaller raptors, kestrels and also squirrels.
- One smaller snags per acre between 6 and 10" dbh for smaller birds such as chickadees and nuthatches.

This prescription only applied in Unit FH-8 & 9 - any snag within 1.5 tree length of the trails should be felled for visitor safety purposes. At least 5 snags should be left per acre with no more than 10 being retained. No new snags shall be created.

Marking:

The Contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the Contract Administrator. Demo areas are used as a guideline or gauge for the contractors to see the desired retention and shall be completed and approved by the Contract Administrator before work may begin on any unit.

- Boundary – When needed, unit boundaries will be delineated prior to the start of operations. All boundaries will be identified with blue flagging.
- Demo Areas – One demonstration area has been flagged for visualization purposes during the bid show. Work is not required to start in the demonstration area.
- Access - Access points for ATV's, UTV's and other equipment will be shown during the bid show and coordinated with Lory State Park staff and will not be flagged. Chipper staging areas will be identified prior to the start of operations.

PROJECT IMPLEMENTATION:

Contract period & Operational Period:

- Contract period will run from upon approval to September 30, 2013. Blackout dates, in which no work will occur, will be during bird breeding season from April 1st-July 1st. Due to funding constraints, \$75,000 worth of project work must be complete for payment prior to April 1st 2013.
- Daily Operational Period: Limited to Monday-Friday, Dawn to Dusk

Operation Restrictions:

The Contract Administrator may suspend or limit operations in the case of extreme fire danger, excessive damage due to mud or snow, excessive residual tree damage, or failure to meet contract specifications.

Treatment Methods and Equipment

- The unit will be treated by a hand crew in combination with masticating or similar equipment if feasible.

Access:

- Access to the project area will be from park roads or trails. The Contractor shall provide locks for any gates necessary for access. Gates shall be locked at all times and locks must be placed in a manner that accommodates other locks in the chain.
- No equipment shall be parked on private roads at any time.
- All access roads and trails will be kept passable at all times. Any significant accumulations of mulch or material on the access roads and trails will be removed by the Contractor at the end of each day. No skid trails will be created on this project.
- Roads and other improvements will be repaired to the same condition as found prior to the start of work. This repair may include repairing or replacing drainage control features. Significant damage to existing roads or other improvements caused by the Contractor must be repaired by the Contractor as soon as possible. The Contract Administrator will determine if road repair is necessary.

Additional Performance Standards:

- Trail closures will be needed when equipment is in operation or when completing handwork near trails. The contractor will arrange trail closures with the Contract Administrator in coordination with the Park Manager.
- All non-merchantable material and slash must be chipped, piled for burning or fully removed from site. If chips are to remain on site, chips should be spread out to a maximum depth of 4". Chips are not allowed on the roads or within the footprints of campsites.
- Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by Contractor equipment will be less than eight inches deep. In areas where machines have used a path repeatedly, water-bars will be installed by the Contractor if the Contract Administrator deems necessary.
- Ephemeral drainage areas will not be used as primary travel routes and crossings will be minimized.
- Fuel, hydraulic fluid or other chemical spills will be reported to State Parks immediately. Soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall either be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor or left in place and mixed with an encapsulating product such as RamSorb I, depending on the amount of contamination.
- Boundary fences must not be damaged and chips or mastication debris must not be propelled onto adjoining private land. No woody material may be left on or piled up against boundary fences. Work may need to be completed by hand near property boundaries in order to meet this standard.
- Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10 pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
- Neither trash nor litter will be left by the Contractor anywhere on the Park, access route, or vicinity. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
- It is the responsibility of the Contractor to follow all rules and regulations established for Lory State Park. Larry Butterfield of Colorado Parks and Wildlife is the manager for Lory State Park and can be contacted at (970) 493-1623. No dogs and no camping will be allowed on the site.
- All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.
- The work site should be left in a safe manner at the end of every work day, and the Contractor will take all reasonable precautions to prevent injury to the public. The following precautions are required:
 - All equipment will be safely stored at the end of every work day or when unattended. Ignition keys will be removed from machinery and removed from the site. The hitch of all chippers or other towed vehicles will be closed and locked at the end of every work day or when unattended.

- All vehicles, chippers, or other towed vehicles will be safely parked on level ground with the wheels blocked and locked at the end of each work day or when unattended.
- Chainsaws, gasoline and oil will be locked inside a vehicle or secured in a locked metal box at the end of each work day or when unattended.
- Safety of Park staff and visitors will be paramount; the contractor will exercise due caution staff at all times. The contractor will take the following precautions on a daily basis:
- At the beginning of each work day, the contractor will inform an official of the Park, designated by the Park Manager, where work will be taking place on that day. In the event the Park contact shall not be present on any given day, it shall be the duty of the Park Manager to designate an alternate person as the contact.
- When working within 100 feet of any trail, the contractor shall post signs closing the trail at least 100 feet in advance of the work area on each direction of travel. Such signs shall have a minimum dimension of one foot by one foot.

Performance Bond and Damage Deposit:

A Performance Bond in the amount of \$10,000 shall be deposited by the PURCHASER upon signing of this agreement. The bond shall be in the form of cash, certified check or a certified bond from a qualified bonding company. The performance bond shall be used, in part or in full for non-performance of any of the terms or conditions of this Independent Services Contract and/or to correct deficiency in any work not completed to agreement specifications. The bond may be used to cover expenses incurred by the Colorado State Forest Service to complete contract obligations, including re-bidding the entire project if necessary.

A Damage Deposit in the amount of \$3,000.00 shall be deposited by the PURCHASER upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$1,000.00, it shall be brought back to the original full amount through additional payments by Contractor.

Any remaining bond and deposit balances will be released to PURCHASER promptly upon satisfactory completion of this agreement.

ENVIRONMENTAL & OTHER ISSUES:

Weed prevention / Rehabilitation / Reclamation:

- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. A CSFS representative must be present to inspect vehicles and machinery before they are brought onto the project site. Machine operations should avoid driving through weed areas. No major reseeding effort is expected to be necessary for this project; however reseeding may be required if the Contractor uses equipment off-road and exposes excessive amounts of bare soil. The requirement for such reseeding will be the decision of the Contract Administrator in coordination with Park Resource Staff. Activities that would warrant reseeding (such as the creation of a secondary access road) must be cleared through the Contract Administrator prior to construction. All seed mixes, straw, hay materials used in revegetation must meet Colorado Weed-Free specifications. Any and all reseeding will be done at an appropriate time of year.

Sensitive Areas to Avoid:

- Use caution to not drive equipment into any ephemeral stream or drainage.
- Use caution to not damage areas near trails and especially near areas immediately surrounding Arthur's Rock.
- Use cautions to not damage property boundary fence or propel chips and debris onto private land.

Archeological/Cultural Resources Considerations

The project area avoids all sites that have been deemed eligible for the National Federal Register of Historic Places and are therefore not considered to be at significant risk by the forest management activities. If unidentified cultural resources are discovered during project activities, work must be halted by the Contractor until the resources have been evaluated in terms of Federal Register criteria, 36 CFR 60.4, in consultation with the Colorado Historical Society.

Endangered Species Considerations

The Contractor is required to comply with all Endangered Species Act (ESA) and other relevant state and federal species protection laws or regulations.

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PRICE, COST AND PAYMENT PROVISIONS

Contract may be paid in one lump sum at the completion of the entire project or partial payments made at the completion of each unit described in Exhibit A. A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013.

PAYMENT PROVISIONS.

- i. ☒ [Fixed Price] The contract price is \$TBD. Payments shall be made as follows:

DATE, EVENT or DELIVERABLE	AMOUNT PAYABLE
Completion of Project per Scope of Work	\$_____ Total - or
Unit FH-6 of 21.2 acres	\$_____
Unit FH-7 of 60.6 acres	\$_____
Unit FH-8 of 35 acres	\$_____
Unit FH-9 of 58.4 acres	\$_____

ii. ☐ Time and material/hourly labor contracts. (Optional—check here if required) The University shall pay the Contractor at the rate of \$_____ per hour for labor, plus cost of materials, with total charges not to exceed a ceiling price of \$enter dollar amount. The Contractor shall successfully complete the contracted services in accordance with contract requirements within the ceiling price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the 10th day of the month. Payments will be made within 30 days after invoice.

iii. ☐ Cost reimbursement. (Optional—check here if required) The University shall reimburse the Contractor's actual, reasonable, and allowable costs, as defined herein, not exceeding \$enter dollar amount. The Contractor shall submit invoices monthly no later than the 10th day of the month. Payments will be made within 30 days after invoice.

ACCOUNTING AND PAYMENT:

A. Incorrect payments. Incorrect payments by the University to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract or other contracts between the University and the Contractor.

B. Invoices / Payments.

i. Invoices shall be sent to: Colorado State Forest Service, Fort Collins District, 5060 Campus Delivery, Fort Collins, CO 80523-5060, phone: 970-491-8660.

ii. Payments shall be sent to: Dept name, address, phone

C. Maximum Amount Payable. Unless otherwise provided by a signed Amendment, the maximum amount payable by the University to Contractor during each University fiscal year of this Contract shall be:

\$_____ in FY13

\$	in FY14
\$	in FY
\$	in FY
\$	in FY

D. Inclusions. Except as otherwise set forth in this exhibit, the above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.

- * Combine piles → stack higher / better compaction
- * remove small diameter trees w/in 5' of piles
- * handful of dead trees - most along
x) remove / drop btm of trail
- * Walk trail - look for dead trees / aesthetics



Exhibit B
Project Cost Worksheet

Colorado State Forest Service/Colorado Division of Parks and Wildlife
Forest Management Program

CSFS District: Fort Collins

Project Name: FH6-FH7

County: Larimer

Parcel Name: Lory State Park

Cost Elements: Costs are: Projected X Actual

Salary - (420 hours spent by permanent CSFS personnel driving to and from the project site, developing prescriptions, meeting with the landowner or contractor, flagging boundaries, marking trees for removal, cruising timber, calculating volumes, completing forms and permits, administering to removal, inspections, etc) X (\$45/hr - current CSFS Hourly Rate)

SALARY \$ 18,900.00

Hourly - (Total hours spent, as above, by CSFS Hourly employee(s)) X (Specific Hourly Employee's Rate, including fringe benefits)

HOURLY \$ 0.00

Travel - Include any travel costs associated with this project.
(none anticipated)

TRAVEL \$ 0.00

Supplies - Cost of flagging, marking paint, etc.

SUPPLIES \$ 0.00

Printing & Copying - Self explanatory

PRINTING \$ 0.00

Vehicle - (Total Vehicle Mileage) X (Vehicle Mileage Rate)

VEHICLE \$ 0.00

Other - List and describe below (i.e. - contractual services)

Contractual Services

1. Forest Management Service Contractor:

CONTRACTUAL SERVICES...\$ 75,000.00

TOTAL OTHER COSTS \$ 0.00

SUBTOTAL \$ 93,900.00

10% CSU INDIRECT \$ 9,390.00

TOTAL PROJECT COST \$ 103,290.00

Funding Type Requested: GOCO Funds X Other Funds

5301960 - Lory State Park

* Close to 18% of total

*Published

This solicitation is not governed by the State of Colorado Procurement Code.

**State of Colorado
Colorado State University
Invitation For Bid
Solicitation Number: B401045**

Status: Open for Bidding

First Published: 10/30/2012

Modifications: 0

Category: Environmental Services

Title: Lory State Park 2012-2013 Forest Fuels Reduction Project - CSFS Fort Collins

Description: 4 unit over 119 acre forest fuels reduction & health improvement project at Lory State Park involving hand thinning and mechanical mulching/chipping with wood salvage potential for completion by 9/30/2013. See PDF attached for details.

*Requisition

Number: 250639

*Procurement

Type: Service

*Report

Category: Environmental Services

*ARRA No

Funding?:

Bid Submission Deadline

Date & Time: 11/14/2012 02:00 PM MST

Address: Colorado State University
Purchasing Department
555 South Howes Street
Fort Collins, CO 80523-6010

A NO QUOTE fax or email is appreciated if appropriate.

MAILING NOTE: Responses to all INVITATION TO BIDS must be submitted in sealed hand OR mail DELIVERED packets only.

NO FAXES or EMAILS are accepted.

Ensure you SIGN your Bid before mailing or delivering.

On your Bid envelope, include: Bid #, & opening date & time.

MODIFICATIONS NOTE: Any modifications or amendments to this solicitation that are issued will be posted at this same site. Vendors will NOT be notified of any modifications. It is the vendors responsibility to monitor the BIDS listings to see if any modifications have been issued. Failure to retrieve such modifications and include them in your proposal response may result in disqualification of your response.

RESIDENT BIDDER PREFERENCE: Reciprocity is mandated by statute CRS8-18-101 and states; When a contract for commodities or services is to be awarded to a bidder, a resident bidder shall be allowed a preference against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder resides. Colorado State University will apply this statute to the extent necessary for solicitations posted on the BIDS

system.

SMALL, WOMEN-OWNED, AND MINORITY-OWNED PARTICIPATION. It is the policy of the University to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women, minorities, veteran, service-disabled veterans, and disadvantaged small business concerns, and to encourage their participation in State procurement activities. The University encourages Contractors to provide for participation of these businesses through subcontracts or other contractual opportunities in connection with the performance of the contract awarded under this solicitation. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are not required, but may be considered by the evaluation committee reviewing the proposals.

QUOTE/BID OPENING: Only vendor names and total/unit pricing will be read on submitted responses at the opening time due to volume and complexity of information.

AWARD NOTE: Awards are posted on the BIDS page. Bid results will NOT be given over the phone. Thank you for your consideration due to time and labor resources involved.

Comments: Attached forms must be completed with requested data on CSU documents. A complete response to this Bid will include the following DELIVERED SIGNED & COMPLETED documents:

- CSU Ram Logo Bid Cover Sheet.
 - Cost and Information Page.
 - Attachments regarding your Plan of Operations, Crew Size, Equipment List, Timing, 3 Past Examples of Similar Work.
 - Your company rep must sign in at the Mandatory Site Visit for Bid acceptance.
 - Current Certificate of Insurance with CSU/State of CO as Additional Insured, if available.
- (Not required unless awarded to your company, return with final contract copies to CSFS)

Do not simply attach vendor price lists or quotes.

Any contracts issued by this solicitation will require 3 original signed copies to complete. No fax or emailed copies will be accepted.
Contracts may take 2-4 weeks to finalize.

Vendor Qualifications

Vendor MUST be directly registered with Colorado BIDS prior to closure of this solicitation for consideration.

Vendor MUST attend the Mandatory Site Visit and sign in for consideration.

Pre Submission Meeting

Mandatory for Vendors?	Date/Time (local time at Address)	Address
Yes	11/07/2012 10:00 AM	Lory State Park Per Site Inspection & Directions enclosed.

Comments: Hiking and walking are involved in the Mandatory Site Inspection.

NO ATV's will be allowed at the Site Inspection.

Goods/Services Delivery

Date	Location
09/30/2013	All areas of the 119 acre Lory State Park Forest Fuels Treatment Project as described herein.


FOB: Destination

Comments: ALL EQUIPMENT DELIVERIES must ship FOB=Destination to site at contractor cost.

Point Of Contact

Name: Kathi LaFollette
Agency: Colorado State University
Phone: (970) 491-0763
Fax: (970) 491-5523
Email: Kathi.LaFollette@ColoState.edu

Comments: For BIDS registration or updating information, please refer to the main page of this web site @ www.gssa.state.co.us/vensols or call the CO BIDS Denver help desk at 303-866-6464.

Some of the specifications on BIDS include files with this icon, , and/or the file extension, ".pdf". These require the Adobe Acrobat Reader to view them. [Click here](#) to download Adobe Acrobat Reader.

Specifications

See Terms, Conditions, and Statement of Work in Exhibit A for project details and contractual obligations.

This project involves hand thinning and mechanical mulching/chipping for fuels reduction & forest health improvement across 4 units or 119 acres by 9/30/2013.

NO dogs and NO camping are allowed on-site at Lory State Park for this project.

ALL RESPONSES MUST BE DELIVERED, MAILED, OR AIR-MAILED TO CSU PURCHASING DEPARTMENT FOR THIS BID # B401045 BY THE CLOSURE LISTED ABOVE.

No responses can be accepted by fax, email, or late due to the CSU Purchasing Bid response rules.

SPECIFICATIONS ATTACHMENTS (1 WITH A TOTAL LENGTH OF 637 KB)

 [B401045 Lory St Pk CSFS Fuels TX BID Pkt.pdf](#) 637 (Kbytes)

*Author: Kathi LaFollette/CSU/DOHE/CO_STATE

*Backup Amanda Zila/CSU/DOHE/CO_STATE

Authors: Eric Hamrick/CSU/DOHE/CO_STATE

Farrah Bustamante/CSU/DOHE/CO_STATE

Frank Krappes/AGRICULTURE_BOARD/CSU/DOHE/CO_STATE

John Swaro/CSU/DOHE/CO_STATE
Kathi LaFollette/CSU/DOHE/CO_STATE
Linda Meserve/AGRICULTURE_BOARD/CSU/DOHE/CO_STATE
Valerie Scott/CSU/DOHE/CO_STATE



PURCHASING DEPARTMENT
555 S. Howes Street
FORT COLLINS, CO 80523-6010

DATE

10/29/12

INVITATION FOR BID

BID NUMBER

B401045

RESPONSE DUE BY:

11/14/2011 **DATE**

2:00 PM **TIME**

EXPECTED DELIVERY DATE:

September 30, 2013

PURCHASING CONTACT / PHONE:

KATHI LAFOLLETTE (970) 491-0763

**Do NOT FAX or Email – Only
Delivered Copies**

THIS IS NOT AN ORDER

Sealed bids, subject to the conditions herein stipulated and in accordance with the specifications set forth and / or attached hereto, will be accepted in the Purchasing Office, 555 S. Howes St, Fort Collins, Colorado for public opening until the date and time shown above.

IT IS IMPORTANT THAT THE BID NUMBER APPEAR ON THE FACE OF YOUR ENVELOPE. Failure to comply could result in your bid not being opened.

IT IS EQUALLY IMPORTANT THAT YOU SIGN THIS FORM IN ORDER FOR THE UNIVERSITY TO CONSIDER YOUR BID.

This bid is subject to the terms and conditions following this form.

PLEASE TYPE VENDOR NAME AND ADDRESS

V
E
N
D
O
R

QTY	UNIT	DESCRIPTION	UNIT PRICE
4 Or 119	Units Acres	Colorado State Forest Service seeks a capable forestry vendor for hand thinning and mechanical fuels treatment of Lory State Park over 119 total acres by 9/30/2013 , per the attached terms, conditions, & specifications. See timelines and blackout periods enclosed. A Performance Bond and Damage Deposit are required. Bid Response Packets MUST be DELIVERED to the CSU Purchasing Office by the closure date & time above.	Please fill in pricing on Cost & Info Form attached

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED. BIDS MAY BE AWARDED EITHER BY ITEM OR BY LOT, WHICHEVER IS TO THE ADVANTAGE OF THE UNIVERSITY.

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS	PRINTED/TYPED NAME OF SIGNER	TELEPHONE NUMBER
	SUPPLIER'S DATE OF DELIVERY	AUTHORIZED SIGNATURE (REQUIRED)	TITLE

**Colorado State University
And
Colorado State Forest Service**

Terms and Conditions

1. Because of internal budgetary considerations, The University cannot assure any bidder that a contract or purchase order will result from this Bid. Rather, a final decision will be made only after a full analysis of all bid responses.
2. Modifications to this Bid or answers to any written inquiries will be posted on the State of Colorado BIDS website at <https://gssweb2.gssa.state.co.us>. Bidders shall not rely upon any other interpretations, changes or corrections.
3. **STANDARD CONTRACT:** The successful bidder will enter into a contract with Colorado State University. **A sample Independent Services Contract is attached to this Invitation for Bid and contains certain required provisions for doing business with the State of Colorado, labeled "Special Provisions". The Special Provisions are required to be contained in every State Contract without modification or exception.** Failure or refusal to execute the Contract shall be cause for immediate cancellation of the award. The terms of the accepted quote will be included in the contract for the work and a breach of contract will occur if these terms are not adhered to. Any changes to the Contract must be made by written amendment to the Independent Services Contract.
4. **PERFORMANCE BOND:** The Contractor will be required to furnish a Performance Bond executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum or amount indicated. The expense of this bond shall be borne by the Contractor and the bond shall be filed with Colorado State University. **A sample Bid Bond, State Form SC-6.22, is attached to this Bid.** If, at any time, the Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor will furnish to Colorado State University within ten (10) days after receipt of notice from Colorado State University or after the Contractor otherwise become aware of such conditions.
5. **ASSIGNMENT OR SUBCONTRACT:** Any proposed assignment or subcontracting of any Bidder's obligations under the Independent Services Contract must be stated in the bid response and must be approved in writing by Colorado State University prior to award.
6. **EXCEPTIONS:** Any and all exceptions to the terms and conditions set forth herein shall be clearly stated in the Bidder's response on a separate page or pages marked "Exceptions". All terms, conditions and specifications/scope of work contained in this Bid shall be deemed acceptable to the Bidder and shall become a part of the Contract unless an exception thereto is submitted as provided in this section.
7. **SPECIFICATIONS REQUIREMENTS:** Bid responses must meet or exceed ALL specifications contained herein. Evaluation of the extent to which bids meet specifications will be performed SOLELY by and determined SOLELY by the Colorado State Forest Service and the Colorado State University Purchasing Department.
8. Colorado State University reserves the right to reject any or all bid responses.
9. **INSURANCE:** Colorado State University standard insurance requirements are identified in the attached Independent Services Contract. The successful bidder must provide certificates of insurance substantiating insurance coverage and naming *"The State of Colorado, and Colorado State University"* (exact wording) as additional named insured on both the Commercial General Liability and Automobile Liability Insurance policies.
10. **A site inspection is mandatory and all eligible vendors must attend this inspection in order to submit a response. Details for the site inspection including directions are listed under Site Inspection and Directions section of this Bid.**
11. All questions pertaining to this solicitation must be sent to:

Colorado State University
Purchasing Department
555 S. Howes Street
6010 Campus Delivery
Attn: Kathi LaFollette
Fort Collins CO 80523-6010
kathi.lafollette@colostate.edu

Lory State Park 2012-2013 Fuels Reduction Project

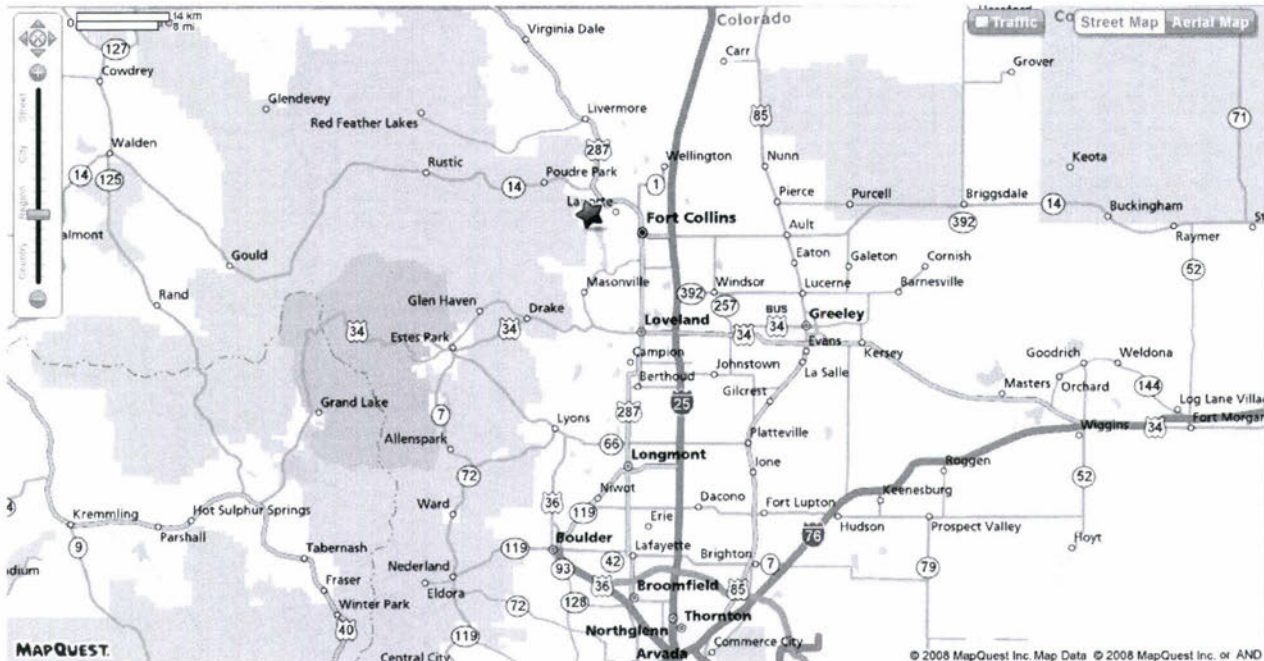
Bid B401045

Site Inspection and Directions

Mandatory Site Inspection: A walking/hiking tour of the project area is scheduled for **Wednesday, November 7, 2012 at 10:00 am**. Meet at the Visitor Center parking lot at Lory State Park, 708 Bellvue, Colorado, 80512. Lory State Park is located west of Fort Collins in central Larimer County, Colorado.

No alternate times or Site Inspections will be offered. No ATV's will be allowed. *Prompt attendance* is appreciated. If you are running a bit late, phone ahead to the site Forester's cell at (970) 430-1259 to alert.

Coming from Denver: Head north on I-25 to Fort Collins. Take exit 269 B heading west on CO-14/Mulberry toward Fort Collins. Turn right at Riverside Ave. Turn right at US 287 north to County Road 54G (LaPorte). Go through the town of LaPorte and turn left onto County Road 52E. Turn left again at County Road 23N, go 1.4 miles and take a right on County Road 25G. Drive another 1.6 miles to the park entrance.



All bidders must submit the following information:

- Bid price
- Plan of Operations
- Crew Experience & Equipment to be used
- Timing (project begin/end date)
- Three past examples of similar work & contacts information
- Desire to salvage forest products

Upon inspecting the site, *if you choose not to bid on the project*, please fax a “no bid” to the Purchasing Agent and a reason why you chose not to bid on this project to improve potential for future CSFS projects.

This in no way affects your potential to bid on future CSFS projects. Thank you.

Lory State Park 2012-2013 Fuels Reduction Project

Bid B401045

COST and INFORMATION PAGE

All bidders must submit the following information:

- Bid price
- Plan of Operations on-site
- Equipment to be used
- Crew description & experience
- Timing (project begin/end date)
- Three past examples of similar work
- Desire to salvage forest products

Costs/Bids for Unit Prescriptions and Requirements

Lory State Park- 2012 Lory Fuels Reduction Project (119 acres)

Total Price: \$ _____

Cost/Acre: \$ _____

- Unit FH-6 (21.2 acres):

Cost/Acre: \$ _____

Unit Price: \$ _____

- Unit FH-7 (39.4 acres):

Cost/Acre: \$ _____

Unit Price: \$ _____

- Unit FH-8 (35 acres):

Cost/Acre: \$ _____

Unit Price: \$ _____

- Unit FH-9 (23.4 acres):

Cost/Acre: \$ _____

Unit Price: \$ _____

For a complete Contractor response, please address the following additional items:

PLAN OF OPERATIONS

Please detail a strategy of operations that will be used to achieve the treatment goals in the Statement of Work (Exhibit A in sample Contract). Limit your description to 1 page, please.

CREW SIZE & EQUIPMENT TO BE USED

Attach a memo:

1. Explaining the type(s) of **equipment** that will be used for this project clearly addressing the specified equipment in the Statement of Work attached (Exhibit A). A complete listing of equipment to be used is requested. Please clearly describe equipment to be used for this project.
2. Describing the **full crew** to be employed, with experience and background information. Indicate any/all **subcontractors** to be considered by your company on this project with contact information and phone numbers.

TIMING - CSFS has specified when the contractor could begin work and duration with an end date during the site inspection. Please allow up to 4-6 weeks to allow time to complete the contract signature and Purchase Order issuance process. Please refer to the scope of work for special circumstances.

Estimated Start Date: _____

Estimated End Date: _____

THREE PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining three (3) past examples of similar work, *no more*.

Please include for each reference;

- full site name
- project description
- contact person(s)
- phone numbers

SALVAGE OF FOREST PRODUCTS

Indicate your desire to salvage forest products from this project: _____ Yes _____ No



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2011

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

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

PRODUCER Name of Insurance Broker/Agent Street Address City, State Zip		CONTACT NAME: Name PHONE (A/C, No, Ext): # FAX (A/C, No): # E-MAIL ADDRESS: Email Address PRODUCER CUSTOMER ID #: #	
INSURED Named Insured (Primary) dba Name Street Address City, State Zip		INSURER(S) AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: " " INSURER D: " " INSURER E: " INSURER F: "	

COVERAGES **CERTIFICATE NUMBER: #** **REVISION NUMBER: #**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input type="checkbox"/>	PROVIDE POLICY # HERE	01/01/2011	12/31/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC
B	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input type="checkbox"/>	PROVIDE POLICY # HERE	01/01/2011	12/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	OCCUR CLAIMS-MADE <input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/> N/A <input type="checkbox"/>	PROVIDE POLICY # HERE	01/01/2011	12/31/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER CO State Statute E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 100,000

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

The Board of Governors of the Colorado State University System, acting by and through CSU, shall be named as Additional Insured on the Commercial General Liability AND Automobile Liability Insurance policies.

CERTIFICATE HOLDER

CANCELLATION

Colorado State University Purchasing Department 555 South Howes Street Fort Collins, CO 80523-6010	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988- 2009 ACORD CORPORATION. All rights reserved.

INDEPENDENT SERVICES CONTRACT

I. PARTIES

The Parties to this Contract are: the Board of Governors of the Colorado State University System, acting by and through Colorado State University, a body corporate and an institution of higher education of the state of Colorado, for the use and benefit of Colorado State Forest Service, Fort Collins District (hereinafter called the "University" or "CSU"); and Insert Contractor's Name (hereinafter called "Contractor"), a [Select One] existing under the laws of the state of Colorado (collectively, the "Parties").

II. RECITALS

WHEREAS, authority to enter into this Contract arises from CRS Sec.23-30-102, 23-30-120, and 23-31-101, *et seq.*; funds have been budgeted, appropriated and otherwise made available; and a sufficient unencumbered balance thereof remains available for payment of this Contract in fund number 5366430, 5301960, 5322890, and 1929400; and

WHEREAS, the Contractor was selected pursuant to Invitation for Bids number B401045.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree to all recitals, terms, conditions and provisions contained herein.

III. TERM

Effective Date:

This Contract shall commence on the Effective Date, which shall be the later of the date that it is signed by the Colorado State University Controller or the Controller's authorized delegate or approximately December 1, 2012. This Contract shall not be effective or enforceable and the University shall not be liable to pay the Contractor for performance hereunder until it is approved and signed by the Colorado State University Controller or authorized designee. The Contractor shall not begin work before receiving a fully executed Contract and instructions to proceed.

Initial Term:

The Initial Term of this Contract shall commence on the Effective Date and shall terminate on September 30, 2013, unless sooner terminated or further extended as specified elsewhere herein.

Option to Extend:

☐ By Mutual Agreement: The Parties may, upon mutual written agreement, extend this Contract for an additional term of Insert number of years or months (the "Renewal Term").

☐ Automatic Renewal: Upon expiration of the Initial Term this Contract shall automatically renew for Insert number and length of renewal terms.

The total duration of this Contract, including any Renewal Term(s), shall not exceed Insert time period--max. 5 years

IV. PURPOSE/SCOPE OF WORK

Purpose:

The purpose of this Contract is cutting trees to reduce fuel loading at Lory State Park.

Scope of Work:

Contractor shall complete its obligations as described in the Scope of Work attached hereto as **Exhibit A** on or before the end of the Initial Term or such other date(s) for completion of the Scope of Work or portions of the Scope of Work as may be specified in **Exhibit A**. Contractor shall procure goods and services necessary to complete the Scope of Work. Such procurement shall be accomplished using the contract funds paid hereunder and shall not increase the maximum amount payable by the University unless otherwise specifically authorized in the Scope of Work.

V. PAYMENT TERMS

☐ This is a fixed-price contract.

Payment for all services performed by Contractor under this Contract shall be in the fixed sum of \$[enter dollar amount] payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in **Exhibit B**, which, if applicable, is attached hereto and incorporated by this reference.

☒ This is not a fixed price contract.

The price is to be determined according to time and materials or other method of calculation as more fully described in **Exhibit B**, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed \$TBD and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.

Advance Payments: Any advance payments required under this Contract shall only be allowed if specially authorized by the Colorado State University Controller or delegate in compliance with the Colorado State University System Fiscal Rules.

Advance Payment Approval: the undersigned represents that he or she is duly authorized to approve the advance payment to Contractor as required under this Contract, in the amount of \$[enter dollar amount] and that an adequate basis for approval exists pursuant to Colorado State University System Fiscal Rule 2.1, and, if applicable, the delegate's specific written delegation conditions.

By: _____

Name: _____

Date: _____

VI. REPRESENTATIVES AND NOTICES

The individuals identified below are the designated representatives of the Parties. All notices required to be given hereunder shall be hand delivered with receipt required OR sent by certified or registered mail to such Party's designated representative at the address set forth below. In

addition to, but not in lieu of a hard-copy notice, notice also may be sent via (i) e-mail to the e-mail addresses, or (ii) fax to the Party's fax number, if any, set forth below. Either Party may from time to time designate substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt. A fax notice is invalid unless the Party sending the fax receives written confirmation of its receipt from the receiving Party (not merely a confirmation of transmission from the faxing Party's own machine).

<p>UNIVERSITY: Joseph Duda Colorado State Forest Service 5060 Campus Delivery Colorado State University Fort Collins, CO 80523-5060 E-mail: jduda@lamar.colostate.edu Telephone: 970-491-7546 Fax: 970-491-3445</p> <p>With a copy to: Director, Contracting Services 6010 Campus Delivery Colorado State University Fort Collins, CO 80523-6010 Email: contracts@colostate.edu Tel: 970-491-6166 Fax: 970-491-5523</p>	<p>CONTRACTOR: Name and Title of Person Department Address 1 Address 2 City, State Zip E-mail: Email Telephone: Telephone# Fax: Fax #</p>
---	--

VII. EXHIBITS

If checked, the following exhibits are attached and hereby made a part of this Contract:

- ☒ **Exhibit A:** Statement of Work
- ☒ **Exhibit B:** Price, Cost and Payment Provisions
- ☒ **Exhibit C:** Federal Funds Addendum
- ☒ **Exhibit D:** Contractor Disclosure Statement
- ☒ **Other (Please specify):** Map of Lory State Park

VIII. GENERAL TERMS AND CONDITIONS

(1) Independent Contractor: Contractor, and all persons employed or engaged by Contractor to perform under the attached Scope of Work, shall perform as an independent contractor and not an employee or agent of the University. The means and methods of performance are to be determined by the Contractor in order to achieve the results required under the Statement of Work. Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees

and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the University to any contract, liability or understanding, except as expressly set forth herein. Contractor 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 the State, and (c) be solely responsible for its acts and those of its employees and agents.

(2) Inspection/Monitoring: The University reserves the right to inspect Contractor's performance at all reasonable times and places during the term of this Contract, including any extensions or renewals. If Contractor's performance fails to conform to the requirements of this Contract, the University may require Contractor promptly to come into conformance at Contractor's sole expense. If Contractor's performance cannot be brought into conformance by such corrective measures, the University may exercise any or all of the remedies available under this Contract, at law or in equity. Contractor shall permit the University, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure.

(3) Late Payments/Interest: The University shall pay each invoice within 30 days of receipt thereof, for the work performed by Contractor and accepted by the University. If the University contests any amount invoiced, it shall pay the uncontested amount and provide a written statement of the reason(s) for withholding the remaining amount together with such partial payment. Uncontested amounts not paid by the University within 45 days after due date shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one (1.0%) percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the University separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid, and the interest rate.

(4) Fund Availability: Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If federal funds are used to fund this Contract, in whole or in part, the University's performance hereunder is contingent upon the continuing availability of such funds and **Exhibit C** attached hereto is incorporated herein by this reference. If such funds are not appropriated, or otherwise become unavailable, the University may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof and shall remit payment to the Contractor for its performance prior to termination. If the amount due cannot readily be determined from the Contract, then the amount shall be calculated on a pro rata basis according to the percentage of the entire Scope of the Work that was completed and accepted by University.

(5) Contractor Records: Contractor shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance hereunder. Contractor shall maintain such records for a period of at least three years until the last to occur of: (i) the date this Contract expires or is sooner terminated, (ii) final payment is made hereunder, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings

have been resolved (collectively, the "Record Retention Period"). Contractor shall permit the University (and, if federal funds are used in the payment of this Contract, the federal government), and any duly authorized agent of either, to audit and inspect Contractor's records during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder.

(6) Confidential Information: Confidential Information (or "CI") as used in this Contract, shall include any and all documents, materials, data or information disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") that (i) is clearly identified as CI at the time of disclosure, or (ii) the Recipient knows to be CI of the Disclosing Party. CI shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Contract; or was in the possession of the Recipient at the time of disclosure. CI shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS Sec.24-72-101, et seq. ("CORA"). The Parties shall keep all CI secret at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for CI shall be immediately forwarded to the Disclosing Party's designated representative. If disclosure of the CI is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action, but shall always have the right to proceed as it believes, in its sole discretion and judgment, to be required in accordance with the law.

(7) Licenses, Permits and Other Authorizations: Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain a business registration with the Colorado Secretary of State and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

(8) Insurance:

A. The Contractor shall obtain, and maintain at all times during the term of this Contract, insurance in the following kinds and amounts:

1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;

- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University a certificate or other document satisfactory to the University showing compliance with this provision. Notwithstanding this subsection A, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Contractor shall at all times during the term of this Contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the Contractor shall show proof of such insurance satisfactory to the University.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

4) (only if checked ☐) Professional liability insurance with minimum limits of liability of not less than \$1,000,000.

5) (only if checked ☐) Crime/Employee Dishonesty insurance with minimum limits of liability of not less than \$1,000,000.

B. The Board of Governors of the Colorado State University System acting by and through Colorado State University, a division of the State of Colorado, shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the Contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

C. Contractor shall notify University at least 45 days prior to cancellation or non-renewal of the required insurance coverage.

D. The Contractor will require all insurance policies in any way related to the Contract and secured and maintained by the Contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the University.

F. The Contractor shall provide certificates showing insurance coverage required by this Contract to the University upon execution of this Contract. No later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the University certificates of insurance evidencing renewals thereof. At any time during the term of this Contract, the University may request in writing, and the Contractor shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G. Self-insurance programs do not meet the State's or the University's insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not

less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

(9) Default: The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes an event of default. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute an event of default. In the event of a default, notice shall be given in writing by the non-defaulting Party to the defaulting Party. If such default is not cured within 30 days of receipt of written notice, or if a cure cannot reasonably be expected to be completed within 30 days, or if cure has not begun within 30 days and pursued with due diligence, then the defaulting Party shall be in breach of this Contract, and the non-defaulting Party may exercise any of the remedies set forth below. Notwithstanding anything to the contrary herein, the University, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate and/or irreparable harm.

(10) Remedies for Default - Termination: The University may terminate this Contract in whole or in part. Exercise by the University of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any and may incur obligations as are necessary to do so within this Contract's terms. To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the University has an interest. All materials owned by the University in the possession of Contractor shall be immediately returned to the University. Any completed deliverables, at the option of the University, shall be delivered by Contractor to the University and shall become the University's property. The University shall remunerate Contractor only for accepted performance up to the date of termination.

Notwithstanding any other remedial action by the University, Contractor shall remain liable to the University for any damages sustained by the University by virtue of any default under this Contract by Contractor and the University may withhold any payment to Contractor for the purpose of mitigating the University's damages, until such time as the exact amount of damages due to the University from Contractor is determined. Contractor shall be liable for excess costs incurred by the University in procuring from third parties replacement goods and services as cover.

(11) Remedies for Default – Not Involving Termination: The University, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

A) Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the University without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the University's directive and the

University shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

B) Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

C) Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the University; provided, that any denial of payment shall be reasonably related to the value to the University of the obligations not performed.

D) Notwithstanding any other provision herein, the University may demand immediate removal of any of Contractor's employees, agents, or subcontractors whom the University deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the University's best interest.

(12) Intellectual Property Infringement: If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the University's option (i) obtain for the University or Contractor the right to use such products and services; (ii) replace any goods, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (iii) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid thereof to the University.

(13) Termination for Convenience: The University is entering into this Contract for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and/or Courts and by the Board of Governors of the Colorado State University System, acting by and through its authorized representatives for the University. If, in the sole discretion and judgment of the University, this Contract ceases to further the public policy of the State, the University may terminate this Contract in whole or in part upon not less than 30 days written notice. Exercise by the University of this right shall not constitute a breach of the University's obligations hereunder.

(14) Work Product/Rights in Data, Documents and Computer Software: Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or deliverables of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract ("Work Product") shall be the exclusive property of the University and all Work Product shall be delivered to the University by Contractor upon completion or termination hereof. The University's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the University.

(15) University Liability/Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the University, its departments, Board, officials, and employees is at all times herein strictly controlled and limited by the provisions of the CGIA, as now and hereafter amended. Nothing in this Contract shall be deemed or applied as a waiver of such immunities. In no event will the University or the State of Colorado be liable for any special, indirect, or consequential damages, even if the University or the State has been advised

of the possibility thereof. As an institution of the State of Colorado, the University is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Contract shall be null and void.

(16) Contractor Indemnification: Contractor shall indemnify, save, and hold harmless the State of Colorado, the University, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract. If Contractor is a public entity, then provisions hereof shall be applicable to the extent authorized by law, and not construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS Sec.24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

(17) Assignment and Subcontracts: Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the University. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or the University are subject to all of the provisions hereof including insurance requirements. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the University or its designated representative upon request by the University. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

(18) Complete Agreement: This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and permitted assigns. The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(19) Amendments: Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado state laws, regulations and Colorado State University System Fiscal Rules. This Contract is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

(20) Severability/Waiver: Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their

obligations under this Contract in accordance with its intent. Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(21) Choice of Law, Venue and Jurisdiction: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado District Court, and exclusive venue shall be in the County of Larimer. The University does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

(22) Third Party Beneficiaries: Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

(23) Software Piracy Prohibition (Governor's Executive Order D 002 00): University or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the University determines that Contractor is in violation of this provision, the University may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

(24) Employee Financial Interest (CRS 24-18-201; 24-50-507): The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

(25) Vendor Offset (CRS. 24-30-201(1); 24-30-202.4: *(Not applicable to intergovernmental agreements.)* Subject to CRS Sec.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 child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS Sec.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.

(26) Public Contracts for Services (CRS 8-17.5-101): *(Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.)* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS Sec.8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS Sec.8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS Sec.8-17.5-101 et seq., the University may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

(27) Work outside Colorado or United States (CRS 24-102-206): If Contractor anticipates that services under this Contract or any subcontract hereunder shall be performed outside the State of Colorado or outside of the United States, the Contract must complete the Contractor Disclosure Statement, **Exhibit D** attached hereto.

(28) Public Contracts with Natural Persons (CRS 24-76.5-101): Contractor, 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 Sec.24-76.5-101 et seq., and (c) has produced one form of identification required by CRS Sec.24-76.5-103 prior to the effective date of this Contract.

(29) Signing Authority. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the University, Contractor shall provide the University with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request. This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

***Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Colorado State University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.**

CONTRACTOR: Insert Legal Name of Contractor		STATE OF COLORADO John W. Hickenlooper GOVERNOR Board of Governors of the Colorado State University System, acting by and through Colorado State University Dr. Anthony A. Frank, President	
By: _____	*Signature	By: _____	*Signature
Name: _____		Name: _____	
Title: _____		Title: _____	
Date: _____		Date: _____	
		REQUIRED APPROVALS:	
		By: _____	*Signature
		Name: _____	
		Title: _____	[Dean, Director or Dept. Head]
		Date: _____	
		Account No: _____	
		LEGAL REVIEW John W. Suthers, Attorney General	
		By: _____	
		Donna W. Aurand, JD Director, Contracting Services and Special Assistant Attorney General for Colorado State University	
		Date: _____	

CRS §24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Amendment is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

By: _____
Name: _____
Date: _____

*Signature

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT STATEMENT OF WORK

GENERAL DESCRIPTION:

Lory State Park
2012 Lory Fuels Reduction Project

Property or Parcel Name
Project Description:

Purpose:

The primary goal is to reduce fuel loadings and improve forest health within a ponderosa pine forest.

This project has 3 primary objectives:

- Reduce fuel loading to mitigate the effects of high severity wildfire.
- Protect visitor safety.
- Improve park aesthetics and forest resistance to insects and disease.

Project Location:

Lory State Park is located in Larimer County. The Park lies along the Front Range of the Rocky Mountains and is approximately 7 miles west of Fort Collins, Colorado. The project is located in portions of Section 13 & 24 of Township 7 North, Range 70 West.

General Description of Work:

A mandatory site inspection is required for this project. Work involves fuels reduction and forest health improvement via hand thinning. Mechanical mulching and/or chipping will be utilized where terrain and access allows. Work will be guided by the general prescription guidelines listed below and as further described during the mandatory site inspection of the project.

Existing Conditions:

The treatment area consists of 4 units totaling 119 acres.

- The treatment area is located around Arthur's Rock and along higher elevation trails within Lory State Park. The units are adjacent to previously treated areas and extend treatments around Arthur's Rock. Arthur's Rock is a highly visible area of the Park and one of the most frequently visited locations.
- In general, the treatment area can be characterized as a ponderosa pine forest. Stand density and composition varies throughout.
- Mountain pine beetle and dwarf mistletoe are prevalent within the treatment area. Patches of standing dead timber due to mountain pine beetle infestation is widespread. Active infestation is present. Beetle levels are likely still endemic but have high potential to reach epidemic levels. Dwarf mistletoe infection is high.
- The area is characterized by steep terrain and rocky outcroppings.
- Access to the treatment unit is via existing park roads and trails.

Unit Description:

- Unit FH-6 (21.2 acres) and FH-7 (39.4 acres) are 60.6 acres.
 - The southern and eastern portions of the project area, surrounding Arthur's Rock, tend to be more widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Fingers of dense ponderosa (60% + canopy closure) are interspersed within this area.
 - The northern sections of the units are dominated by denser ponderosa pine where Douglas-fir encroachment is increasingly apparent. Higher levels of ground fuel accumulation, in the form of downed woody debris, are prevalent in these portions.
 - Douglas-fir dominates the more north-facing slopes and along drainages.
 - A ridge-top runs along the western boundary of Unit FH-6. A significant level of blow down has occurred within this area. This boundary ties into a past fuels treatment unit.
 - Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
 - Access to the unit is via the Parks existing trail system. The Timber trail runs near the western boundary of the Unit FH-6. This provides good access into the unit via ATV or UTV. The Overlook trail runs near the eastern boundary of Unit FH-10. Possible access may also include via ATV or UTV up the drainages from the Lory State Park road.
-
- Unit FH-8 (35 acres), and FH-9 (23.4 acres), total 58.4 acres.
 - The units run along several trails in Lory State Park and are approximately 300 feet in width centered along the trails. Unit FH-8 extends along the Arthur's Rock Trail from the turnoff for the Overlook Trail up to the final ascent to Arthur's Rock. Unit FH-9 follows the Overlook Trail between the Arthur's Rock trail and Well Gulch Nature Trail. The majority of the units contain widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Areas of dense ponderosa and Douglas-fir (60% + canopy closure) exist in pockets along the trail system.
 - Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
 - Access to the unit is via the Parks existing trail system.

Unit Prescription:

In general, the units will need to be treated by hand. Treatment consists of the harvest and disposal of both live and dead beetle-impacted trees, especially in areas immediately surrounding Arthur's Rock.

- Unit FH-6 & FH-7 - the units will be thinned in order to reduce ladder fuels and fuel loadings and improve upon stand structure. Stems, slash and other woody debris will be removed, chipped, lop and scattered, piled for burning and/or a combination of these methods. In general, the following guidelines will be followed:
 - Patches of standing dead timber will be designated for removal (except where snag retention guidelines are applicable; refer to the snag description area below for retention guidelines).
 - ☐ Removal of standing dead timber is a high priority in the areas immediately adjacent to Arthur's Rock.
 - ☐ Dead standing trees within 1.5 times tree height of any trails should be felled and treated to prescription.
 - Live, beetle-infested ponderosa pine will be targeted for removal.
 - ☐ All boles of beetle-infested trees will be chipped or removed from the site entirely when possible. Piling for burning will be acceptable only for materials 6 inches in diameter or smaller. Currently infested trees larger than 6 inches in diameter and in remote locations where removal or chipping is not possible shall be cut into 4 foot lengths and left in open, sunny locations where possible.

- In addition to treating beetle-impacted trees, the unit will be thinned to reduce ladder fuels and stand density.
 - ☐ Live beetle-hit trees, regardless of diameter class, will be priority for removal.
 - ☐ Areas of open grown ponderosa may not need significant treatment outside of beetle sanitation.
 - ☐ In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.
- In general, tree will be thinned to leave an average spacing of at least 17' between boles. This spacing, however, should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
 - o Remove poor quality and suppressed trees of low vigor.
 - o Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
 - o Retain large trees (> 20 inch Diameter at Breast Height [dbh]) and trees with good form and vigor.
 - o Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
 - o Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems. In areas where seedling and saplings exhibit good form and vigor, this may require removal of overstory ponderosa pine.
 - o Larger diameter Douglas-fir (10" dbh +) may be retained to maintain a forested appearance.
 - o Retain Rocky Mountain juniper and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
 - o Remove shrubs where acting as ladder fuels.
 - o In areas of contiguous Douglas-fir, follow the aforementioned spacing guidelines, taking care to remove ladder fuels.
 - ☐ If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- Downed woody debris should be cut to remove braches and put the tree boles (greater than 6" diameter) closer to the ground, facilitating decomposition.
 - ☐ Significant accumulations of downed woody debris should be chipped, piled for burning, or removed from site.
- Unit FH-8 & FH-9 - the units will be thinned to improve safety of trails. Stems, slash and other woody debris will be removed, chipped, or piled for burning and/or a combination of these methods.
- All dead trees will be felled and treated to prescription unless they are further than 75 feet from the trail and serving as wildlife snags (refer to the snag description area below for retention guidelines).
- Live, beetle-infested ponderosa pine will be targeted for removal.
 - ☐ All boles of beetle-infested trees will be chipped or removed from the site entirely where possible. Piling for burning will be acceptable only for materials 6 inches in diameter or smaller. Currently infested trees larger than 6 inches in diameter and in remote locations where removal or chipping is not possible shall be cut into 4 foot lengths and left in open, sunny locations where possible.
- If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- If a tree has any other major defect that could potentially impact trail usage or otherwise pose a hazard, that tree should be felled and treated to prescription.
- In addition to treating beetle-impacted trees, the unit will be thinned to reduce ladder fuels and stand density.
 - ☐ Live beetle-hit trees, regardless of diameter class, will be priority for removal.
 - ☐ Areas of open grown ponderosa may not need significant treatment outside of beetle sanitation.
 - ☐ In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.

- In general, tree will be thinned to leave an average spacing of at least 10-15' between boles. This spacing, however, should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
- o Remove poor quality and suppressed trees of low vigor.
- o Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
- o Retain large trees (> 20 inch Diameter at Breast Height [dbh]) and trees with good form and vigor.
- o Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
- o Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems. In areas where seedling and saplings exhibit good form and vigor, this may require removal of overstory ponderosa pine.
- o Larger diameter Douglas-fir (10" dbh +) may be retained to maintain a forested appearance.
- o Retain Rocky Mountain juniper and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
- o In areas of contiguous Douglas-fir, follow the aforementioned spacing guidelines, taking care to remove ladder fuels.

Technique:

In both units, trees identified for removal will be removed using hand-felling techniques and mechanical harvesting if, and where, applicable.

- Harvesting and disposal operations will be done to minimize ground disturbance and damage to residual trees.
- Wherever practicable, Contractor will cut stumps to ground level. Where slope, rocks, or other features prohibit, then a maximum of 4" on the uphill side will be acceptable.
- Materials may be piled for burning.
- Materials that are piled for burning will include only limbs, slash and logs under 6 inches in diameter. Piles should be located in openings, meadows or rock outcrops and should be at least 5 feet away from adjacent tree trunks and away from overhanging tree branches as well as downed logs on the ground.
- Piles will be constructed according to Larimer County recommendations outlined here. Pile construction will include piling branches and tops with butt ends toward the outside of the pile, and overlapping so as to form dense layers piled upon each other. Pile size should be approximately 8 feet across and 6 feet in height and materials should be kept as compact as possible.
- Chipping may be used for disposal of slash. Chipping will be broadcast away from roads, trails, and backcountry campsites.
- Chip depth will not exceed 2".
- Where pile burning and chipping are not possible, lop and scatter may be used for materials in Unit Fh-6 and Fh-7. Lop and scatter depth shall not exceed 10", and material will not be placed underneath or at the base of retention trees.
- Material should be spread out in the unit and not dragged to a consolidated area unless otherwise specified for pile and burn.

Snags:

Maintenance of wildlife snags for roosting provides habitat for raptors and other tree bound animals. Live trees with broken tops, dead tops, or mechanical damage are likely candidates to become wildlife trees. Criteria for selecting wildlife snags are as follows:

- Trees already with signs of bird/wildlife use (nests, holes, cavities, etc).
- Trees with dead or broken tops which are likely to develop heartrot.
- All wildlife snags should be at least 8" dbh and have their bark intact.
- Snags can range anywhere from 5 -10 per acre, but the size is more important in deciding if a tree should stay or go.
- One large snag per acre greater than 20" dbh for use by large woodpeckers and owls.
- Three medium sized snags between 10 and 20" dbh for use by smaller raptors, kestrels and also squirrels.
- One smaller snags per acre between 6 and 10" dbh for smaller birds such as chickadees and nuthatches.

This prescription only applied in Unit FH-8 & 9 - any snag within 1.5 tree length of the trails should be felled for visitor safety purposes. At least 5 snags should be left per acre with no more than 10 being retained. No new snags shall be created.

Marking:

The Contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the Contract Administrator. Demo areas are used as a guideline or gauge for the contractors to see the desired retention and shall be completed and approved by the Contract Administrator before work may begin on any unit.

- Boundary – When needed, unit boundaries will be delineated prior to the start of operations. All boundaries will be identified with blue flagging.
- Demo Areas – One demonstration area has been flagged for visualization purposes during the bid show. Work is not required to start in the demonstration area.
- Access - Access points for ATV's, UTV's and other equipment will be shown during the bid show and coordinated with Lory State Park staff and will not be flagged. Chipper staging areas will be identified prior to the start of operations.

PROJECT IMPLEMENTATION:

Contract period & Operational Period:

- Contract period will run from upon approval to September 30, 2013. Blackout dates, in which no work will occur, will be during bird breeding season from April 1st-July 1st. Due to funding constraints, \$75,000 worth of project work must be complete for payment prior to April 1st 2013.
- Daily Operational Period: Limited to Monday-Friday, Dawn to Dusk

Operation Restrictions:

The Contract Administrator may suspend or limit operations in the case of extreme fire danger, excessive damage due to mud or snow, excessive residual tree damage, or failure to meet contract specifications.

Treatment Methods and Equipment

- The unit will be treated by a hand crew in combination with masticating or similar equipment if feasible.

Access:

- Access to the project area will be from park roads or trails. The Contractor shall provide locks for any gates necessary for access. Gates shall be locked at all times and locks must be placed in a manner that accommodates other locks in the chain.
- No equipment shall be parked on private roads at any time.
- All access roads and trails will be kept passable at all times. Any significant accumulations of mulch or material on the access roads and trails will be removed by the Contractor at the end of each day. No skid trails will be created on this project.
- Roads and other improvements will be repaired to the same condition as found prior to the start of work. This repair may include repairing or replacing drainage control features. Significant damage to existing roads or other improvements caused by the Contractor must be repaired by the Contractor as soon as possible. The Contract Administrator will determine if road repair is necessary.

Additional Performance Standards:

- Trail closures will be needed when equipment is in operation or when completing handwork near trails. The contractor will arrange trail closures with the Contract Administrator in coordination with the Park Manager.
- All non-merchantable material and slash must be chipped, piled for burning or fully removed from site. If chips are to remain on site, chips should be spread out to a maximum depth of 4". Chips are not allowed on the roads or within the footprints of campsites.
- Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by Contractor equipment will be less than eight inches deep. In areas where machines have used a path repeatedly, water-bars will be installed by the Contractor if the Contract Administrator deems necessary.
- Ephemeral drainage areas will not be used as primary travel routes and crossings will be minimized.
- Fuel, hydraulic fluid or other chemical spills will be reported to State Parks immediately. Soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall either be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor or left in place and mixed with an encapsulating product such as RamSorb I, depending on the amount of contamination.
- Boundary fences must not be damaged and chips or mastication debris must not be propelled onto adjoining private land. No woody material may be left on or piled up against boundary fences. Work may need to be completed by hand near property boundaries in order to meet this standard.
- Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10 pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
- Neither trash nor litter will be left by the Contractor anywhere on the Park, access route, or vicinity. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
- It is the responsibility of the Contractor to follow all rules and regulations established for Lory State Park. Larry Butterfield of Colorado Parks and Wildlife is the manager for Lory State Park and can be contacted at (970) 493-1623. No dogs and no camping will be allowed on the site.
- All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.
- The work site should be left in a safe manner at the end of every work day, and the Contractor will take all reasonable precautions to prevent injury to the public. The following precautions are required:
 - All equipment will be safely stored at the end of every work day or when unattended. Ignition keys will be removed from machinery and removed from the site. The hitch of all chippers or other towed vehicles will be closed and locked at the end of every work day or when unattended.

- All vehicles, chippers, or other towed vehicles will be safely parked on level ground with the wheels blocked and locked at the end of each work day or when unattended.
- Chainsaws, gasoline and oil will be locked inside a vehicle or secured in a locked metal box at the end of each work day or when unattended.
- Safety of Park staff and visitors will be paramount; the contractor will exercise due caution staff at all times. The contractor will take the following precautions on a daily basis:
- At the beginning of each work day, the contractor will inform an official of the Park, designated by the Park Manager, where work will be taking place on that day. In the event the Park contact shall not be present on any given day, it shall be the duty of the Park Manager to designate an alternate person as the contact.
- When working within 100 feet of any trail, the contractor shall post signs closing the trail at least 100 feet in advance of the work area on each direction of travel. Such signs shall have a minimum dimension of one foot by one foot.

Performance Bond and Damage Deposit:

A Performance Bond in the amount of \$10,000 shall be deposited by the PURCHASER upon signing of this agreement. The bond shall be in the form of cash, certified check or a certified bond from a qualified bonding company. The performance bond shall be used, in part or in full for non-performance of any of the terms or conditions of this Independent Services Contract and/or to correct deficiency in any work not completed to agreement specifications. The bond may be used to cover expenses incurred by the Colorado State Forest Service to complete contract obligations, including re-bidding the entire project if necessary.

A Damage Deposit in the amount of \$3,000.00 shall be deposited by the PURCHASER upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$1,000.00, it shall be brought back to the original full amount through additional payments by Contractor.

Any remaining bond and deposit balances will be released to PURCHASER promptly upon satisfactory completion of this agreement.

ENVIRONMENTAL & OTHER ISSUES:

Weed prevention / Rehabilitation / Reclamation:

- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. A CSFS representative must be present to inspect vehicles and machinery before they are brought onto the project site. Machine operations should avoid driving through weed areas. No major reseeding effort is expected to be necessary for this project; however reseeding may be required if the Contractor uses equipment off-road and exposes excessive amounts of bare soil. The requirement for such reseeding will be the decision of the Contract Administrator in coordination with Park Resource Staff. Activities that would warrant reseeding (such as the creation of a secondary access road) must be cleared through the Contract Administrator prior to construction. All seed mixes, straw, hay materials used in revegetation must meet Colorado Weed-Free specifications. Any and all reseeding will be done at an appropriate time of year.

Sensitive Areas to Avoid:

- Use caution to not drive equipment into any ephemeral stream or drainage.
- Use caution to not damage areas near trails and especially near areas immediately surrounding Arthur's Rock.
- Use cautions to not damage property boundary fence or propel chips and debris onto private land.

Archeological/Cultural Resources Considerations

The project area avoids all sites that have been deemed eligible for the National Federal Register of Historic Places and are therefore not considered to be at significant risk by the forest management activities. If unidentified cultural resources are discovered during project activities, work must be halted by the Contractor until the resources have been evaluated in terms of Federal Register criteria, 36 CFR 60.4, in consultation with the Colorado Historical Society.

Endangered Species Considerations

The Contractor is required to comply with all Endangered Species Act (ESA) and other relevant state and federal species protection laws or regulations.

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PRICE, COST AND PAYMENT PROVISIONS

Contract may be paid in one lump sum at the completion of the entire project or partial payments made at the completion of each unit described in Exhibit A. A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013.

PAYMENT PROVISIONS.

- i. ☒ [Fixed Price] The contract price is \$TBD. Payments shall be made as follows:

DATE, EVENT or DELIVERABLE	AMOUNT PAYABLE
Completion of Project per Scope of Work	\$ _____ Total - or
Unit FH-6 of 21.2 acres	\$ _____
Unit FH-7 of 60.6 acres	\$ _____
Unit FH-8 of 35 acres	\$ _____
Unit FH-9 of 58.4 acres	\$ _____

- ii. ☐ Time and material/hourly labor contracts. (Optional—check here if required) The University shall pay the Contractor at the rate of \$_____ per hour for labor, plus cost of materials, with total charges not to exceed a ceiling price of \$enter dollar amount. The Contractor shall successfully complete the contracted services in accordance with contract requirements within the ceiling price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the 10th day of the month. Payments will be made within 30 days after invoice.

- iii. ☐ Cost reimbursement. (Optional—check here if required) The University shall reimburse the Contractor's actual, reasonable, and allowable costs, as defined herein, not exceeding \$enter dollar amount. The Contractor shall submit invoices monthly no later than the 10th day of the month. Payments will be made within 30 days after invoice.

ACCOUNTING AND PAYMENT:

A. Incorrect payments. Incorrect payments by the University to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract or other contracts between the University and the Contractor.

B. Invoices / Payments.

- i. Invoices shall be sent to: Colorado State Forest Service, Fort Collins District, 5060 Campus Delivery, Fort Collins, CO 80523-5060, phone: 970-491-8660.

- ii. Payments shall be sent to: Dept name, address, phone

C. Maximum Amount Payable. Unless otherwise provided by a signed Amendment, the maximum amount payable by the University to Contractor during each University fiscal year of this Contract shall be:

\$ _____ in FY13

\$	in FY14
\$	in FY
\$	in FY
\$	in FY

- D. Inclusions.** Except as otherwise set forth in this exhibit, the above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.

**EXHIBIT C TO INDEPENDENT SERVICES CONTRACT
FEDERAL FUNDS ADDENDUM**

Should federal funds be used for payment by University under the Contract, the following provisions shall be deemed incorporated and made a part of the Contract:

1. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, “Equal Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. Copeland “Anti-Kickback” Act (18 U.S.C 874 and 40 U.S.C 276c) (*Applicable to contracts in excess of \$2000 for construction or repair*) – Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the University.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (*Applicable to construction contracts of more than \$2000*) – Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the University.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (*Applicable to construction contracts of more than \$2000 and other contracts involving the employment of mechanics or laborers in excess of \$2500*) – Contractor must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act 942 U.S.C 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended (*Applicable to Contracts and sub-grants of amounts greater than \$100,000*) – Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251 et seq.). Violations shall be reported to the University and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the University.

8. Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the general Services Administration’s List of Parties Excluded from Federal Procurement of Nonprocurement Programs in accordance with E.O.s 125449 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Combating Trafficking in Persons (22 U.S.C. 7101) – The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this Contract, Contractor shall ensure that its employees do not violate this policy. Should University become aware that Contractor has violated this policy, University may terminate the contract for breach in accordance with the termination clause herein.

EXHIBIT D TO INDEPENDENT SERVICES CONTRACT
CONTRACTOR DISCLOSURE STATEMENT
Contract Performance Outside the United States or Colorado

If services provided under this Contract are to be performed outside the State of Colorado or the United States, this Statement must be completed and signed by Contractor.

1. Are any services under the contract or any subcontracts anticipated to be performed outside the United States or Colorado?

Yes ☐ No ☒

If "Yes", please complete the following three questions:

2. Where will the services be performed under the contract, including any subcontracts?
List country(ies) and/or state(s).

3. Explain why it is necessary or advantageous to go outside of the United States or the State of Colorado to perform the contract or any subcontracts.

4. Contractor Name: _____
Signature: _____
Date: _____

Not required for contracts to which the State is a party under:

- Medicare
- The "Colorado Medical Assistance Act", Articles 4 to 6 of Title 25.5 CRS
- The "Children's Basic Health Plan Act", Article 8 of Title 25.5, CRS
- The "Colorado Indigent Care Program", Part I of Article 4 of Title 25.5, CRS

BONDING COMPANY: DO NOT MAKE ANY CHANGES TO
THE LANGUAGE IN THIS BOND.



STATE OF COLORADO

Performance Bond

PROJECT NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of _____ are held and firmly bound unto **the STATE OF COLORADO** acting by and through _____

(AGENCY OR INSTITUTION)

hereinafter called the "Principal Representative", in the sum of _____ Dollars (\$ _____)

for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated _____, 20____, for the PROJECT described as

which Contract is hereby by reference made a part hereof;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if the Principal shall promptly, fully and faithfully perform all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract any extensions thereof that may be granted by the Principal Representative with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

AND THE SAID SURETY, for value received hereby stipulates and agrees that whenever the Principal shall be, and declared by the Principal Representative to be in default under said Contract, the State of Colorado having performed its obligations thereunder, the Surety may promptly remedy the default or shall promptly (1) Complete the Contract in accordance with its terms and conditions, or (2) Obtain a bid or bids for submittal to the Principal Representative for completing the Contract in accordance with its terms and conditions, and upon determination by the Principal Representative and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the State of Colorado acting by and through the Principal Representative and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion, less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount hereinbefore set forth. The term "balance of the contract price" as herein used shall mean the total amount payable to the Principal under the Contract and any amendments thereto, less the amount properly paid by the State of Colorado to the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the State of Colorado.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of _____, A.D., 20____.

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By _____

Title : _____

Secretary

(Corporate Seal)

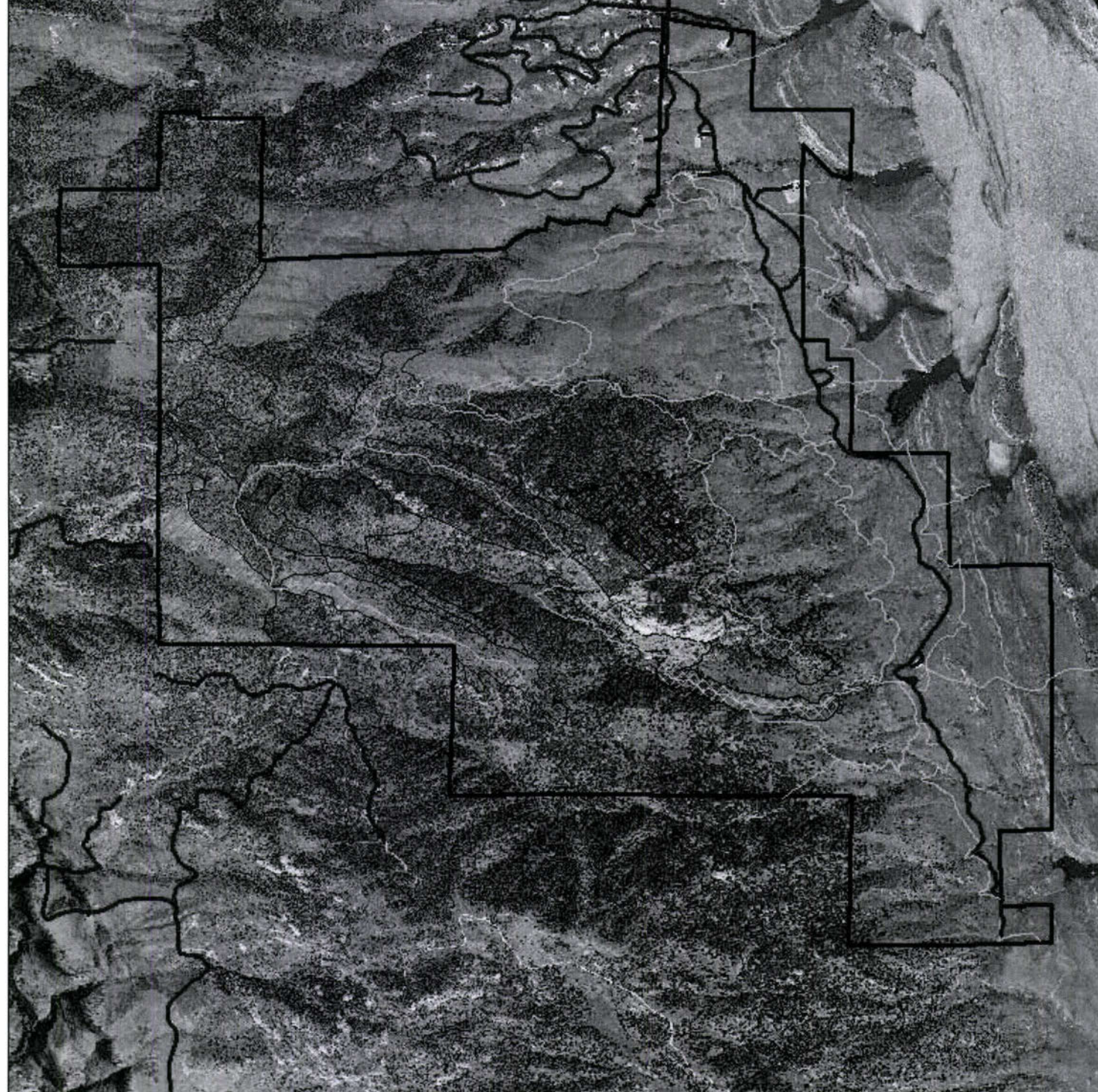
SURETY

By _____
Attorney-in-fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED

Lory State Park 2012 Fuel Reduction Project

Total: 119 acres



— Roads

— Trails

Unit FH-6: 21.2 acres

Unit FH-7: 39.4 acres

Unit FH-8: 35 acres

Unit FH-9: 23.4 acres

Fuels Reduction Treatments 2006-2009

0 0.15 0.3 0.6 0.9 1.2 Miles



Created October 2012
Colorado State Forest Service
Fort Collins District



6010 Campus Delivery
Purchasing Department
555 S. Howes Street
Fort Collins, CO 80523

970-491-5105

Order acceptance instructions:

PO Terms & Conditions:

<http://wsnet.colostate.edu/cwis191/policy/documents/POtermsconditionsrev.pdf>

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
12/14/2012	361161	0
Purchaser Information		
Requestor Name	Valerie A Heady	
Requestor Email	Valerie.Heady@ColoState.EDU	
Requestor Phone	+1 (970) 491-6303	

Selby

Supplier Information	Delivery Information
<p>P and A Tree Service</p> <p>Address PO Box 403</p> <p>City/State/Zip Alma, CO 80420</p> <p>Fax +1 (970) 491-5523</p> <p>F.O.B. N/A</p> <p>Payment Terms</p>	<p>Delivery Address</p> <p>Colorado State University</p> <p>Name Heady, Valerie A</p> <p>ContactEmail Valerie.Heady@ColoState.EDU</p> <p>Phone 970-491-6303</p> <p>Building Headquarters - Rm 0</p> <p>5060-1</p> <p>200 West Lake Street</p> <p>5060 Campus Delivery</p> <p>Fort Collins, CO 80523-5060</p> <p>United States</p> <p>ShipTo Address Code 5060-1</p> <p>Delivery Information</p> <p>Delivery 9/30/2013</p> <p>Expedite No</p> <p>Ship Via Best Carrier-Best Way</p>

WHEN YOU RECEIVE THE ABOVE ITEM(S)
COMPLETE, SIGN, DATE & RETURN THIS
COPY W/COPY OF PACKING SLIP TO S.O.
SIGNED _____
DATE REC'D _____

Shipping Instructions

Note to Supplier

Attn: Frank Grzesk/P&A Tree Service - Here is the PO# to bill against, please note PO# on all invoices for most efficient payment. Final contract copy attached. Diana Selby/CSFS FC contact. Safe work through 9/30/2013!

Attachments for supplier

B401045.P+A.ISC.fina... (2,066k)

Supplier Terms and Conditions

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 3	Lory State Park 2012 Fuels reduction project for completion by 9/30/13 under CSU Bid B401045 and contract attached		LOT	26,000.00 USD	1 LOT	26,000.00 USD
	Taxable No					
	Capital Expense No					
	PO Clauses Refer below					
2 of 3	Lory State Park 2012 Fuels reduction, alt funds		LOT	26,000.00 USD	1 LOT	26,000.00 USD
	Taxable No					

	Capital Expense	No				
	PO Clauses	Refer below				
3 of 3	Lory State Park 2012 Fuels reduction, alt funds		LOT	38,334.20 USD	1 LOT	38,334.20 USD
	Taxable	No				
	Capital Expense	No				
	PO Clauses	Refer below				
Total						90,334.20 USD

Purchasing Information		Billing Address	
Contract	<i>no value</i>	Company	COLORADO STATE UNIVERSITY
Quote number	Contract attached & Bid B401045	Phone	970-491-1429
Purchasing Agent	Kathi LaFollette	ACCOUNTS PAYABLE	
970-491-5105	<i>no value</i>	6003 CAMPUS DELIVERY	
		FORT COLLINS, CO 80523-6003	
		United States	
PO Terms			
There are no clauses associated with this Purchase Order.			

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT

STATEMENT OF WORK

GENERAL DESCRIPTION:

Lory State Park
2012 Lory Fuels Reduction Project

Property or Parcel Name
Project Description:

Purpose:

The primary goal is to reduce fuel loadings and improve forest health within a ponderosa pine forest.

This project has 3 primary objectives:

- Reduce fuel loading to mitigate the effects of high severity wildfire.
- Protect visitor safety.
- Improve park aesthetics and forest resistance to insects and disease.

Project Location:

Lory State Park is located in Larimer County. The Park lies along the Front Range of the Rocky Mountains and is approximately 7 miles west of Fort Collins, Colorado. The project is located in portions of Section 13 & 24 of Township 7 North, Range 70 West.

General Description of Work:

A mandatory site inspection is required for this project. Work involves fuels reduction and forest health improvement via hand thinning. Mechanical mulching and/or chipping will be utilized where terrain and access allows. Work will be guided by the general prescription guidelines listed below and as further described during the mandatory site inspection of the project.

Existing Conditions:

The treatment area consists of 4 units totaling 119 acres.

- The treatment area is located around Arthur's Rock and along higher elevation trails within Lory State Park. The units are adjacent to previously treated areas and extend treatments around Arthur's Rock. Arthur's Rock is a highly visible area of the Park and one of the most frequently visited locations.
- In general, the treatment area can be characterized as a ponderosa pine forest. Stand density and composition varies throughout.
- Mountain pine beetle and dwarf mistletoe are prevalent within the treatment area. Patches of standing dead timber due to mountain pine beetle infestation is widespread. Active infestation is present. Beetle levels are likely still endemic but have high potential to reach epidemic levels. Dwarf mistletoe infection is high.
- The area is characterized by steep terrain and rocky outcroppings.
- Access to the treatment unit is via existing park roads and trails.

Unit Description:

- Unit FH-6 (21.2 acres) and FH-7 (39.4 acres) are 60.6 acres.
 - The southern and eastern portions of the project area, surrounding Arthur's Rock, tend to be more widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Fingers of dense ponderosa (60% + canopy closure) are interspersed within this area.
 - The northern sections of the units are dominated by denser ponderosa pine where Douglas-fir encroachment is increasingly apparent. Higher levels of ground fuel accumulation, in the form of downed woody debris, are prevalent in these portions.
 - Douglas-fir dominates the more north-facing slopes and along drainages.
 - A ridge-top runs along the western boundary of Unit FH-6. A significant level of blow down has occurred within this area. This boundary ties into a past fuels treatment unit.
 - Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
 - Access to the unit is via the Parks existing trail system. The Timber trail runs near the western boundary of the Unit FH-6. This provides good access into the unit via ATV or UTV. The Overlook trail runs near the eastern boundary of Unit FH-10. Possible access may also include via ATV or UTV up the drainages from the Lory State Park road.
-
- Unit FH-8 (35 acres), and FH-9 (23.4 acres), total 58.4 acres.
 - The units run along several trails in Lory State Park and are approximately 300 feet in width centered along the trails. Unit FH-8 extends along the Arthur's Rock Trail from the turnoff for the Overlook Trail up to the final ascent to Arthur's Rock. Unit FH-9 follows the Overlook Trail between the Arthur's Rock trail and Well Gulch Nature Trail. The majority of the units contain widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Areas of dense ponderosa and Douglas-fir (60% + canopy closure) exist in pockets along the trail system.
 - Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
 - Access to the unit is via the Parks existing trail system.

Unit Prescription:

In general, the units will need to be treated by hand. Treatment consists of the harvest and disposal of both live and dead beetle-impacted trees, especially in areas immediately surrounding Arthur's Rock.

- Unit FH-6 & FH-7 - the units will be thinned in order to reduce ladder fuels and fuel loadings and improve upon stand structure. Stems, slash and other woody debris will be removed, chipped, lop and scattered, piled for burning and/or a combination of these methods. In general, the following guidelines will be followed:
-
- Patches of standing dead timber will be designated for removal (except where snag retention guidelines are applicable; refer to the snag description area below for retention guidelines).
 - ☐ Removal of standing dead timber is a high priority in the areas immediately adjacent to Arthur's Rock.
 - ☐ Dead standing trees within 1.5 times tree height of any trails should be felled and treated to prescription.
 - Live, beetle-infested ponderosa pine will be targeted for removal.
 - ☐ All boles of beetle-infested trees will be chipped or removed from the site entirely when possible. Piling for burning will be acceptable only for materials 6 inches in diameter or smaller. Currently infested trees larger than 6 inches in diameter and in remote locations where removal or chipping is not possible shall be cut into 4 foot lengths and left in open, sunny locations where possible.

- In addition to treating beetle-impacted trees, the unit will be thinned to reduce ladder fuels and stand density.
 - ☐ Live beetle-hit trees, regardless of diameter class, will be priority for removal.
 - ☐ Areas of open grown ponderosa may not need significant treatment outside of beetle sanitation.
 - ☐ In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.
- In general, tree will be thinned to leave an average spacing of at least 17' between boles. This spacing, however, should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
 - o Remove poor quality and suppressed trees of low vigor.
 - o Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
 - o Retain large trees (> 20 inch Diameter at Breast Height [dbh]) and trees with good form and vigor.
 - o Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
 - o Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems. In areas where seedling and saplings exhibit good form and vigor, this may require removal of overstory ponderosa pine.
 - o Larger diameter Douglas-fir (10" dbh +) may be retained to maintain a forested appearance.
 - o Retain Rocky Mountain juniper and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
 - o Remove shrubs where acting as ladder fuels.
 - o In areas of contiguous Douglas-fir, follow the aforementioned spacing guidelines, taking care to remove ladder fuels.
 - ☐ If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- Downed woody debris should be cut to remove braches and put the tree boles (greater than 6" diameter) closer to the ground, facilitating decomposition.
 - ☐ Significant accumulations of downed woody debris should be chipped, piled for burning, or removed from site.
- Unit FH-8 & FH-9 - the units will be thinned to improve safety of trails. Stems, slash and other woody debris will be removed, chipped, or piled for burning and/or a combination of these methods.
- All dead trees will be felled and treated to prescription unless they are further than 75 feet from the trail and serving as wildlife snags (refer to the snag description area below for retention guidelines).
- Live, beetle-infested ponderosa pine will be targeted for removal.
 - ☐ All boles of beetle-infested trees will be chipped or removed from the site entirely where possible. Piling for burning will be acceptable only for materials 6 inches in diameter or smaller. Currently infested trees larger than 6 inches in diameter and in remote locations where removal or chipping is not possible shall be cut into 4 foot lengths and left in open, sunny locations where possible.
- If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- If a tree has any other major defect that could potentially impact trail usage or otherwise pose a hazard, that tree should be felled and treated to prescription.
- In addition to treating beetle-impacted trees, the unit will be thinned to reduce ladder fuels and stand density.
 - ☐ Live beetle-hit trees, regardless of diameter class, will be priority for removal.
 - ☐ Areas of open grown ponderosa may not need significant treatment outside of beetle sanitation.
 - ☐ In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.

- In general, tree will be thinned to leave an average spacing of at least 10-15' between boles. This spacing, however, should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
- o Remove poor quality and suppressed trees of low vigor.
- o Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
- o Retain large trees (> 20 inch Diameter at Breast Height [dbh]) and trees with good form and vigor.
- o Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
- o Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems. In areas where seedling and saplings exhibit good form and vigor, this may require removal of overstory ponderosa pine.
- o Larger diameter Douglas-fir (10" dbh +) may be retained to maintain a forested appearance.
- o Retain Rocky Mountain juniper and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
- o In areas of contiguous Douglas-fir, follow the aforementioned spacing guidelines, taking care to remove ladder fuels.

Technique:

In both units, trees identified for removal will be removed using hand-felling techniques and mechanical harvesting if, and where, applicable.

- Harvesting and disposal operations will be done to minimize ground disturbance and damage to residual trees.
- Wherever practicable, Contractor will cut stumps to ground level. Where slope, rocks, or other features prohibit, then a maximum of 4" on the uphill side will be acceptable.
- Materials may be piled for burning.
- Materials that are piled for burning will include only limbs, slash and logs under 6 inches in diameter. Piles should be located in openings, meadows or rock outcrops and should be at least 5 feet away from adjacent tree trunks and away from overhanging tree branches as well as downed logs on the ground.
- Piles will be constructed according to Larimer County recommendations outlined here. Pile construction will include piling branches and tops with butt ends toward the outside of the pile, and overlapping so as to form dense layers piled upon each other. Pile size should be approximately 8 feet across and 6 feet in height and materials should be kept as compact as possible.
- Chipping may be used for disposal of slash. Chipping will be broadcast away from roads, trails, and backcountry campsites.
- Chip depth will not exceed 2".
- Where pile burning and chipping are not possible, lop and scatter may be used for materials in Unit Fh-6 and Fh-7. Lop and scatter depth shall not exceed 10", and material will not be placed underneath or at the base of retention trees.
- Material should be spread out in the unit and not dragged to a consolidated area unless otherwise specified for pile and burn.

Snags:

Maintenance of wildlife snags for roosting provides habitat for raptors and other tree bound animals. Live trees with broken tops, dead tops, or mechanical damage are likely candidates to become wildlife trees. Criteria for selecting wildlife snags are as follows:

- Trees already with signs of bird/wildlife use (nests, holes, cavities, etc).
- Trees with dead or broken tops which are likely to develop heartrot.
- All wildlife snags should be at least 8" dbh and have their bark intact.
- Snags can range anywhere from 5 -10 per acre, but the size is more important in deciding if a tree should stay or go.
- One large snag per acre greater than 20" dbh for use by large woodpeckers and owls.
- Three medium sized snags between 10 and 20" dbh for use by smaller raptors, kestrels and also squirrels.
- One smaller snags per acre between 6 and 10" dbh for smaller birds such as chickadees and nuthatches.

This prescription only applied in Unit FH-8 & 9 - any snag within 1.5 tree length of the trails should be felled for visitor safety purposes. At least 5 snags should be left per acre with no more than 10 being retained. No new snags shall be created.

Marking:

The Contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the Contract Administrator. Demo areas are used as a guideline or gauge for the contractors to see the desired retention and shall be completed and approved by the Contract Administrator before work may begin on any unit.

- Boundary – When needed, unit boundaries will be delineated prior to the start of operations. All boundaries will be identified with blue flagging.
- Demo Areas – One demonstration area has been flagged for visualization purposes during the bid show. Work is not required to start in the demonstration area.
- Access - Access points for ATV's, UTV's and other equipment will be shown during the bid show and coordinated with Lory State Park staff and will not be flagged. Chipper staging areas will be identified prior to the start of operations.

PROJECT IMPLEMENTATION:

Contract period & Operational Period:

- Contract period will run from upon approval to September 30, 2013. Blackout dates, in which no work will occur, will be during bird breeding season from April 1st-July 1st. Due to funding constraints, \$75,000 worth of project work must be complete for payment prior to April 1st 2013.
- Daily Operational Period: Limited to Monday-Friday, Dawn to Dusk

Operation Restrictions:

The Contract Administrator may suspend or limit operations in the case of extreme fire danger, excessive damage due to mud or snow, excessive residual tree damage, or failure to meet contract specifications.

Treatment Methods and Equipment

- The unit will be treated by a hand crew in combination with masticating or similar equipment if feasible.

Access:

- Access to the project area will be from park roads or trails. The Contractor shall provide locks for any gates necessary for access. Gates shall be locked at all times and locks must be placed in a manner that accommodates other locks in the chain.
- No equipment shall be parked on private roads at any time.
- All access roads and trails will be kept passable at all times. Any significant accumulations of mulch or material on the access roads and trails will be removed by the Contractor at the end of each day. No skid trails will be created on this project.
- Roads and other improvements will be repaired to the same condition as found prior to the start of work. This repair may include repairing or replacing drainage control features. Significant damage to existing roads or other improvements caused by the Contractor must be repaired by the Contractor as soon as possible. The Contract Administrator will determine if road repair is necessary.

Additional Performance Standards:

- Trail closures will be needed when equipment is in operation or when completing handwork near trails. The contractor will arrange trail closures with the Contract Administrator in coordination with the Park Manager.
- All non-merchantable material and slash must be chipped, piled for burning or fully removed from site. If chips are to remain on site, chips should be spread out to a maximum depth of 4". Chips are not allowed on the roads or within the footprints of campsites.
- Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by Contractor equipment will be less than eight inches deep. In areas where machines have used a path repeatedly, water-bars will be installed by the Contractor if the Contract Administrator deems necessary.
- Ephemeral drainage areas will not be used as primary travel routes and crossings will be minimized.
- Fuel, hydraulic fluid or other chemical spills will be reported to State Parks immediately. Soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall either be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor or left in place and mixed with an encapsulating product such as RamSorb I, depending on the amount of contamination.
- Boundary fences must not be damaged and chips or mastication debris must not be propelled onto adjoining private land. No woody material may be left on or piled up against boundary fences. Work may need to be completed by hand near property boundaries in order to meet this standard.
- Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10 pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
- Neither trash nor litter will be left by the Contractor anywhere on the Park, access route, or vicinity. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
- It is the responsibility of the Contractor to follow all rules and regulations established for Lory State Park. Larry Butterfield of Colorado Parks and Wildlife is the manager for Lory State Park and can be contacted at (970) 493-1623. No dogs and no camping will be allowed on the site.
- All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.
- The work site should be left in a safe manner at the end of every work day, and the Contractor will take all reasonable precautions to prevent injury to the public. The following precautions are required:
 - All equipment will be safely stored at the end of every work day or when unattended. Ignition keys will be removed from machinery and removed from the site. The hitch of all chippers or other towed vehicles will be closed and locked at the end of every work day or when unattended.

- All vehicles, chippers, or other towed vehicles will be safely parked on level ground with the wheels blocked and locked at the end of each work day or when unattended.
- Chainsaws, gasoline and oil will be locked inside a vehicle or secured in a locked metal box at the end of each work day or when unattended.
- Safety of Park staff and visitors will be paramount; the contractor will exercise due caution staff at all times. The contractor will take the following precautions on a daily basis:
- At the beginning of each work day, the contractor will inform an official of the Park, designated by the Park Manager, where work will be taking place on that day. In the event the Park contact shall not be present on any given day, it shall be the duty of the Park Manager to designate an alternate person as the contact.
- When working within 100 feet of any trail, the contractor shall post signs closing the trail at least 100 feet in advance of the work area on each direction of travel. Such signs shall have a minimum dimension of one foot by one foot.

Performance Bond and Damage Deposit:

A Performance Bond in the amount of \$10,000 shall be deposited by the PURCHASER upon signing of this agreement. The bond shall be in the form of cash, certified check or a certified bond from a qualified bonding company. The performance bond shall be used, in part or in full for non-performance of any of the terms or conditions of this Independent Services Contract and/or to correct deficiency in any work not completed to agreement specifications. The bond may be used to cover expenses incurred by the Colorado State Forest Service to complete contract obligations, including re-bidding the entire project if necessary.

A Damage Deposit in the amount of \$3,000.00 shall be deposited by the PURCHASER upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$1,000.00, it shall be brought back to the original full amount through additional payments by Contractor.

Any remaining bond and deposit balances will be released to PURCHASER promptly upon satisfactory completion of this agreement.

ENVIRONMENTAL & OTHER ISSUES:

Weed prevention / Rehabilitation / Reclamation:

- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. A CSFS representative must be present to inspect vehicles and machinery before they are brought onto the project site. Machine operations should avoid driving through weed areas. No major reseeding effort is expected to be necessary for this project; however reseeding may be required if the Contractor uses equipment off-road and exposes excessive amounts of bare soil. The requirement for such reseeding will be the decision of the Contract Administrator in coordination with Park Resource Staff. Activities that would warrant reseeding (such as the creation of a secondary access road) must be cleared through the Contract Administrator prior to construction. All seed mixes, straw, hay materials used in revegetation must meet Colorado Weed-Free specifications. Any and all reseeding will be done at an appropriate time of year.

Sensitive Areas to Avoid:

- Use caution to not drive equipment into any ephemeral stream or drainage.
- Use caution to not damage areas near trails and especially near areas immediately surrounding Arthur's Rock.
- Use cautions to not damage property boundary fence or propel chips and debris onto private land.

Archeological/Cultural Resources Considerations

The project area avoids all sites that have been deemed eligible for the National Federal Register of Historic Places and are therefore not considered to be at significant risk by the forest management activities. If unidentified cultural resources are discovered during project activities, work must be halted by the Contractor until the resources have been evaluated in terms of Federal Register criteria, 36 CFR 60.4, in consultation with the Colorado Historical Society.

Endangered Species Considerations

The Contractor is required to comply with all Endangered Species Act (ESA) and other relevant state and federal species protection laws or regulations.

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PRICE, COST AND PAYMENT PROVISIONS

Contract may be paid in one lump sum at the completion of the entire project or partial payments made at the completion of each unit described in Exhibit A. A total of \$75,000 worth of work must be completed and requested for payment by April 1, 2013.

PAYMENT PROVISIONS.

- i. ☒ [Fixed Price] The contract price is \$TBD. Payments shall be made as follows:

DATE, EVENT or DELIVERABLE	AMOUNT PAYABLE
Completion of Project per Scope of Work	\$_____ Total - or
Unit FH-6 of 21.2 acres	\$_____
Unit FH-7 of 60.6 acres	\$_____
Unit FH-8 of 35 acres	\$_____
Unit FH-9 of 58.4 acres	\$_____

ii. ☐ Time and material/hourly labor contracts. (Optional—check here if required) The University shall pay the Contractor at the rate of \$_____ per hour for labor, plus cost of materials, with total charges not to exceed a ceiling price of \$enter dollar amount. The Contractor shall successfully complete the contracted services in accordance with contract requirements within the ceiling price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the 10th day of the month. Payments will be made within 30 days after invoice.

iii. ☐ Cost reimbursement. (Optional—check here if required) The University shall reimburse the Contractor's actual, reasonable, and allowable costs, as defined herein, not exceeding \$enter dollar amount. The Contractor shall submit invoices monthly no later than the 10th day of the month. Payments will be made within 30 days after invoice.

ACCOUNTING AND PAYMENT:

A. Incorrect payments. Incorrect payments by the University to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract or other contracts between the University and the Contractor.

B. Invoices / Payments.

i. Invoices shall be sent to: Colorado State Forest Service, Fort Collins District, 5060 Campus Delivery, Fort Collins, CO 80523-5060, phone: 970-491-8660.

ii. Payments shall be sent to: Dept name, address, phone

C. Maximum Amount Payable. Unless otherwise provided by a signed Amendment, the maximum amount payable by the University to Contractor during each University fiscal year of this Contract shall be:

\$_____ in FY13

\$	in FY14
\$	in FY
\$	in FY
\$	in FY

D. Inclusions. Except as otherwise set forth in this exhibit, the above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.



PURCHASING DEPARTMENT
555 S. Howes Street
FORT COLLINS, CO 80523-6010

DATE

10/29/12



INVITATION FOR BID

BID NUMBER

B401045

RESPONSE DUE BY:

11/14/2011 **DATE**

2:00 PM **TIME**

EXPECTED DELIVERY DATE:

September 30, 2013

PURCHASING CONTACT / PHONE:

KATHI LAFOLLETTE (970) 491-0763

Do NOT FAX or Email – Only
Delivered Copies

THIS IS NOT AN ORDER

Sealed bids, subject to the conditions herein stipulated and in accordance with the specifications set forth and / or attached hereto, will be accepted in the Purchasing Office, 555 S. Howes St, Fort Collins, Colorado for public opening until the date and time shown above.

IT IS IMPORTANT THAT THE BID NUMBER APPEAR ON THE FACE OF YOUR ENVELOPE. Failure to comply could result in your bid not being opened.

IT IS EQUALLY IMPORTANT THAT YOU SIGN THIS FORM IN ORDER FOR THE UNIVERSITY TO CONSIDER YOUR BID.

This bid is subject to the terms and conditions following this form.

PLEASE TYPE VENDOR NAME AND ADDRESS

V
E
N
D
O
R

P&A Tree Service
FRANK BRZEGL
PO BOX 403
AUMA, CO 80420

QTY	UNIT	DESCRIPTION	UNIT PRICE
4 Or 119	Units Acres	Colorado State Forest Service seeks a capable forestry vendor for hand thinning and mechanical fuels treatment of Lory State Park over 119 total acres by 9/30/2013 , per the attached terms, conditions, & specifications. See timelines and blackout periods enclosed. A Performance Bond and Damage Deposit are required. Bid Response Packets MUST be DELIVERED to the CSU Purchasing Office by the closure date & time above.	Please fill in pricing on Cost & Info Form attached

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED. BIDS MAY BE AWARDED EITHER BY ITEM OR BY LOT, WHICHEVER IS TO THE ADVANTAGE OF THE UNIVERSITY.

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS <i>Net 30 days</i>	PRINTED/TYPED NAME OF SIGNER <i>FRANK BRZEGL</i>	TELEPHONE NUMBER <i>970-406-0228</i>
	SUPPLIER'S DATE OF DELIVERY <i>9-30-13</i>	AUTHORIZED SIGNATURE (REQUIRED) <i>[Signature]</i>	TITLE <i>Owner</i>

Lory State Park 2012-2013 Fuels Reduction Project

Bid B401045

COST and INFORMATION PAGE

All bidders must submit the following information:

- Bid price
- Plan of Operations on-site
- Equipment to be used
- Crew description & experience
- Timing (project begin/end date)
- Three past examples of similar work
- Desire to salvage forest products

Costs/Bids for Unit Prescriptions and Requirements

Lory State Park- 2012 Lory Fuels Reduction Project (119 acres)

Total Price: \$ 90,334.20

Cost/Acre: \$ 759.11

- Unit FH-6 (21.2 acres):

Cost/Acre: \$ 765 -

Unit Price: \$ 16,218

- Unit FH-7 (39.4 acres):

Cost/Acre: \$ 765

Unit Price: \$ 30,141

- Unit FH-8 (35 acres):

Cost/Acre: \$ 753

Unit Price: \$ 26,355

- Unit FH-9 (23.4 acres):

Cost/Acre: \$ 753

Unit Price: \$ 17,620.20

For a complete Contractor response, please address the following additional items:

PLAN OF OPERATIONS

Please detail a strategy of operations that will be used to achieve the treatment goals in the Statement of Work (Exhibit A in sample Contract). Limit your description to 1 page, please.

CREW SIZE & EQUIPMENT TO BE USED

Attach a memo:

1. Explaining the type(s) of **equipment** that will be used for this project clearly addressing the specified equipment in the Statement of Work attached (Exhibit A). A complete listing of equipment to be used is requested. Please clearly describe equipment to be used for this project.
2. Describing the **full crew** to be employed, with experience and background information. Indicate any/all **subcontractors** to be considered by your company on this project with contact information and phone numbers.

TIMING - CSFS has specified when the contractor could begin work and duration with an end date during the site inspection. Please allow up to 4-6 weeks to allow time to complete the contract signature and Purchase Order issuance process. Please refer to the scope of work for special circumstances.

Estimated Start Date: Jan 1st, 2013
Estimated End Date: Sept, 30, 2013

THREE PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining three (3) past examples of similar work, *no more*.

Please include for each reference;

- full site name
- project description
- contact person(s)
- phone numbers

SALVAGE OF FOREST PRODUCTS

Indicate your desire to salvage forest products from this project: ☐ Yes ☒ No

P&A Tree Service
Frank Grzesk
PO Box 403
Alma, CO 80420
970-406-0228
mnttreeservice@yahoo.com

DATE: November 13, 2012

BID: B401045 Lory State Park Fuels Reduction Project

Plan of Operations:

Utilizing approximately a five man crew the majority of the 119 acres will be treated by hand. A 10" lop and scatter height will be used for the majority of the hand work. In areas of dense slash treatment a hand piling technique will be used.

Approximately 10-15 acres can be treated mechanically. These areas would be located in units FH-6. They would be treated mechanically with mastication or with a chipper. Depending on which pieces of equipment are available at the time of the project will determine which mechanical treatment we will utilize, either mastication on a 100 hp skid steer with a mulching head or a skid steer with rotating grapple to skid and feed a chipper.

We do not plan on salvaging any of the forest products from this project.

Crew Size and Equipment:

ASV RC100 Skid Steer with Forestry package, Fecon mulching head
Vermeer 1800 XL, 19" whole tree chipper
Ryan rotating grapple attachment for Skid Steer
Chainsaws

Approximately 5 man crew

- 1 – owner/operator
- 1 – crew leader, Degree in Forestry, foreman and managed crews on several of our larger projects working with project administrators
- 3 – additional sawyers with tree felling, lop and scattering experience

Timing:

Approximate start date of January 1st, 2013. Completion date no later than September 30, 2013.

Past Work History:

- 1- Peaks Gold Hill Stewardship Task order – AG-82X9-D-11-9035, approximately 13 miles total, 19,000 hazard trees throughout the project. The trees were hand felled, lop and scatter technique used for entire project. The majority of the project was inaccessible by vehicle and access was via hiking trails. The project took approximately 2 ½ months. We used an 8 man crew to complete the project. We used flaggers and 30 minute trail closures for traffic control. Contact: Michael Braudis, US Forest Service, 970-987-1442.
- 2- White River National Forest - WRNF HT1 - AG-82X9-S-10-0105, approximately 11 miles of road and 12,000 trees. Roadside hazard tree removal. Majority of the project was hand felled; logs salvaged with some lop and scatter in certain areas. Contact: Ken Cunning, US Forest Service, 970-390-0438.
- 3- Summit Estates – Approximately 100 acres treated. The majority was hand felled, slash was treated with lop and scatter and/or mastication. Treatment areas were around residences and HOA Open Space. Contact: Bill Statz, HOA President, 970-389-5185.

Salvage of Forest Products:

No salvaging of forest products on the project.

**Colorado State University
And
Colorado State Forest Service**

Terms and Conditions

1. Because of internal budgetary considerations, The University cannot assure any bidder that a contract or purchase order will result from this Bid. Rather, a final decision will be made only after a full analysis of all bid responses.
2. Modifications to this Bid or answers to any written inquiries will be posted on the State of Colorado BIDS website at <https://gssweb2.gssa.state.co.us>. Bidders shall not rely upon any other interpretations, changes or corrections.
3. **STANDARD CONTRACT:** The successful bidder will enter into a contract with Colorado State University. **A sample Independent Services Contract is attached to this Invitation for Bid and contains certain required provisions for doing business with the State of Colorado, labeled "Special Provisions". The Special Provisions are required to be contained in every State Contract without modification or exception.** Failure or refusal to execute the Contract shall be cause for immediate cancellation of the award. The terms of the accepted quote will be included in the contract for the work and a breach of contract will occur if these terms are not adhered to. Any changes to the Contract must be made by written amendment to the Independent Services Contract.
4. **PERFORMANCE BOND:** The Contractor will be required to furnish a Performance Bond executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum or amount indicated. The expense of this bond shall be borne by the Contractor and the bond shall be filed with Colorado State University. **A sample Bid Bond, State Form SC-6.22, is attached to this Bid.** If, at any time, the Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor will furnish to Colorado State University within ten (10) days after receipt of notice from Colorado State University or after the Contractor otherwise become aware of such conditions.
5. **ASSIGNMENT OR SUBCONTRACT:** Any proposed assignment or subcontracting of any Bidder's obligations under the Independent Services Contract must be stated in the bid response and must be approved in writing by Colorado State University prior to award.
6. **EXCEPTIONS:** Any and all exceptions to the terms and conditions set forth herein shall be clearly stated in the Bidder's response on a separate page or pages marked "Exceptions". All terms, conditions and specifications/scope of work contained in this Bid shall be deemed acceptable to the Bidder and shall become a part of the Contract unless an exception thereto is submitted as provided in this section.
7. **SPECIFICATIONS REQUIREMENTS:** Bid responses must meet or exceed ALL specifications contained herein. Evaluation of the extent to which bids meet specifications will be performed SOLELY by and determined SOLELY by the Colorado State Forest Service and the Colorado State University Purchasing Department.
8. Colorado State University reserves the right to reject any or all bid responses.
9. **INSURANCE:** Colorado State University standard insurance requirements are identified in the attached Independent Services Contract. The successful bidder must provide certificates of insurance substantiating insurance coverage and naming "**The State of Colorado, and Colorado State University**" (exact wording) as additional named insured on both the Commercial General Liability and Automobile Liability Insurance policies.
10. **A site inspection is mandatory and all eligible vendors must attend this inspection in order to submit a response. Details for the site inspection including directions are listed under Site Inspection and Directions section of this Bid.**
11. All questions pertaining to this solicitation must be sent to:

Colorado State University
Purchasing Department
555 S. Howes Street
6010 Campus Delivery
Attn: Kathi LaFollette
Fort Collins CO 80523-6010
kathi.lafollette@colostate.edu

Lory State Park 2012-2013 Fuels Reduction Project

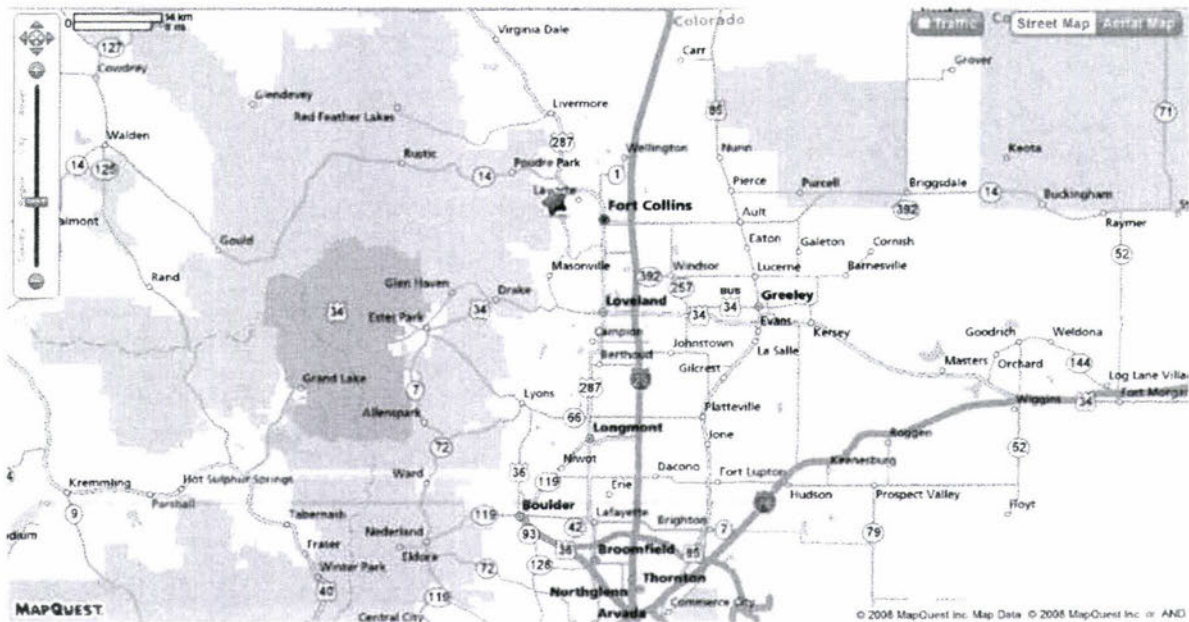
Bid B401045

Site Inspection and Directions

Mandatory Site Inspection: A walking/hiking tour of the project area is scheduled for Wednesday, November 7, 2012 at 10:00 am. Meet at the Visitor Center parking lot at Lory State Park, 708 Bellvue, Colorado, 80512. Lory State Park is located west of Fort Collins in central Larimer County, Colorado.

No alternate times or Site Inspections will be offered. No ATV's will be allowed. *Prompt attendance* is appreciated. If you are running a bit late, phone ahead to the site Forester's cell at (970) 430-1259 to alert.

Coming from Denver: Head north on I-25 to Fort Collins. Take exit 269 B heading west on CO-14/Mulberry toward Fort Collins. Turn right at Riverside Ave. Turn right at US 287 north to County Road 54G (LaPorte). Go through the town of LaPorte and turn left onto County Road 52E. Turn left again at County Road 23N, go 1.4 miles and take a right on County Road 25G. Drive another 1.6 miles to the park entrance.



All bidders must submit the following information:

- Bid price
- Plan of Operations
- Crew Experience & Equipment to be used
- Timing (project begin/end date)
- Three past examples of similar work & contacts information
- Desire to salvage forest products

Upon inspecting the site, *if you choose not to bid on the project*, please fax a "no bid" to the Purchasing Agent and a reason why you chose not to bid on this project to improve potential for future CSFS projects.

This in no way affects your potential to bid on future CSFS projects. Thank you.



Colorado Department of Personnel and Administration
State Purchasing Office
Colorado BIDS for Goods and Services
FB's Inc


Contact Information

Company:	FB's Inc	Point of Contact:	Frank Grzesk
DBA Name:	P and A Tree Service LLC	Phone:	(970) 406-0228
Address:	41 Nuthatch Drive Alma CO 80420 USA	FAX Number:	
		Email Address:	mnttreeservice@yahoo.com

Entity Type: Corporation (Not Providing Legal or Medical Services)
FEIN: 202474046

M/WBE Self-Certification

Gender: Male **Ethnicity:** White (non-Hispanic)

Small Business? Yes

Line of Business: Environmental Services

Push Sols To? Yes

Registration Status: Current **Registration Method:** Web **Registration Type:** BIDS

Last Fee Paid Date: 12/10/2011 **Fee Expires Date:** 12/15/2012



6010 Campus Delivery
Purchasing Department
555 S. Howes Street
Fort Collins, CO 80523

970-491-5105

Order acceptance instructions:

PO Terms & Conditions:

<http://wsnet.colostate.edu/cwis191/policy/documents/POtermsconditionsrev.pdf>

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
12/14/2012	361161	0
Purchaser Information		
Requestor Name	Valerie A Heady	
Requestor Email	Valerie.Heady@ColoState.EDU	
Requestor Phone	+1 (970) 491-6303	

Supplier Information	Delivery Information
P and A Tree Service	Delivery Address
Address PO Box 403	Colorado State University
City/State/Zip Alma, CO 80420	Name Heady, Valerie A
Fax +1 (970) 491-5523	ContactEmail Valerie.Heady@ColoState.EDU
F.O.B. N/A	Phone 970-491-6303
Payment Terms	Building Headquarters - Rm 0
	5060-1
	200 West Lake Street
	5060 Campus Delivery
	Fort Collins, CO 80523-5060
	United States
	ShipTo Address Code 5060-1
	Delivery Information
	Delivery 9/30/2013
	Expedite No
	Ship Via Best Carrier-Best Way

Shipping Instructions	
Note to Supplier	Attn: Frank Grzesk/P&A Tree Service - Here is the PO# to bill against, please note PO# on all invoices for most efficient payment. Final contract copy attached. Diana Selby/CSFS FC contact. Safe work through 9/30/2013!
Attachments for supplier	
B401045.P+A.ISC.fina... (2,066k)	
Supplier Terms and Conditions	

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 3	Lory State Park 2012 Fuels reduction project for completion by 9/30/13 under CSU Bid B401045 and contract attached		LOT	26,000.00 USD	1 LOT	26,000.00 USD
	Taxable No					
	Capital Expense No					
	PO Clauses Refer below					
2 of 3	Lory State Park 2012 Fuels reduction, alt funds		LOT	26,000.00 USD	1 LOT	26,000.00 USD
	Taxable No					

	Capital Expense	No					
	PO Clauses	Refer below					
3 of 3	Lory State Park 2012 Fuels reduction, alt funds		LOT	38,334.20 USD	1 LOT	38,334.20 USD	
	Taxable	No					
	Capital Expense	No					
	PO Clauses	Refer below					
Total						90,334.20 USD	

Purchasing Information		Billing Address	
Contract	<i>no value</i>	Company	COLORADO STATE UNIVERSITY
Quote number	Contract attached & Bid B401045	Phone	970-491-1429
Purchasing Agent	Kathi LaFollette	ACCOUNTS PAYABLE	
970-491-5105	<i>no value</i>	6003 CAMPUS DELIVERY	
		FORT COLLINS, CO 80523-6003	
		United States	

PO Terms
There are no clauses associated with this Purchase Order.



Colorado State University
Fort Collins, Colorado 80523-5060
(970) 491-6303
FAX: (970) 491-7736

June 15, 2012

Colorado Parks and Wildlife
Attn: Matt Schulz
1313 Sherman St. #618
Denver, CO 80203

Dear Matt:

I am pleased to inform you that your application for the 2011 Colorado Forest Restoration Pilot (CFRP) Program, established by the General Assembly through 2009 House Bill 1199, has been selected for a financial assistance grant. We would like to offer you **\$110,000** in state grant funds to support your project titled **2012 Lory State Park Fuels Reduction**.

All projects that involve on-the-ground forest management will comply with *Colorado Forest Stewardship Guidelines to Protect Water Quality: Best Management Practices*, which are available on the Colorado State Forest Service (CSFS) website at <http://csfs.colostate.edu/pdfs/ForestryBMP-CO-2010.pdf>. If you have any questions about this, please contact your CSFS District Forester using the information provided below.

The amount being offered to you may be less than you requested in your project proposal. If you cannot complete the project with the reduced amount, please notify me immediately at (970) 491-6303. The grant program requires at least a 40% match of non-state funds. You are required to contribute the amount of matching funds as stated in your proposal unless your project is completed under budget. Projects completed under budget should match the same percentage of total project value as identified in your proposal. Projects completed under budget may also have the award amount adjusted proportionately.

If you cannot leverage the required amount of match, the award will be adjusted or rescinded. Again, please contact us immediately if you have a question about your ability to match the offered grant.

If you are able to go forward with your project using the grant funding being offered, please see the two enclosed pages. Each of these pages will need immediate action from you in order to initiate project implementation:

1. Financial Assistance Program Cooperative Match Project notification: After you read the notification, and if you agree with the conditions of participation, please sign and date. Be sure to retain a copy for your records.
2. Exhibit A, Scope of Work: After you have read Exhibit A, and if you agree with the conditions of participation, please initial and date. Be sure to retain a copy for your records

Please return the original signed copy of Project Notification and initialed Scope of Work **no later than July 1** to:

Naomi J. Marcus, Assistant Staff Forester
Forest Management Division
Colorado State Forest Service
5060 Campus Delivery, CSU
Fort Collins, CO 80523

Upon your acceptance of and CSFS receipt of the returned project award notification and Exhibit A, Scope of Work, you will receive the following items, with necessary instructions included:

1. Exhibit B, Reimbursement Request: Retain this form and use it to request reimbursement for qualifying project expenses. You may make additional copies if needed.
2. Form D, Cost Documentation: Retain this form to document the summary of actual costs and/or values of labor, equipment use and supplies that contributed to the completion of this project. Other formats to summarize cost documentation may be used; be sure to acquire approval from your CSFS District Forester for an alternative format.

Reimbursement will be made for actual costs, up to the amount listed on your project notification, with consideration of the matching requirement. The amount requested for reimbursement may not exceed 60 percent of the total project value for the reimbursement period. Remember that your matching contribution for the total project value of the total project period must meet the matching requirement as accepted in your Project Notification and Scope of Work.

These grant funds may not be used to purchase capital equipment (individual items costing more than \$5000.00). The correct volunteer labor rate to be applied will be the current rate at the time of the reimbursement request.

We will require strict documentation. Please be advised your payments will be based on achieving the specifics proposed in your grant as reiterated on Exhibit A, Scope of Work, including treatment of the full quantity of acres as defined in your grant application. This award may be considered as income by the IRS. Please check with your tax advisor if appropriate.

As part of the CFRP program, we require you to provide a Final Closeout Report at the time of requesting your final reimbursement including the following items:

- Accomplishments: examples include (quantified: # acres treated; # miles of fuelbreak; # of defensible spaces implemented; # of presentations with # of participants).
- Summary of Youth Corps participation, if applicable.
- Summary of actual costs.
- Summary of other reimbursable contributions.
- Summary of non-reimbursed matching contributions.
- Digital before and after photos submitted electronically (do not embed tiff or jpg into other files).
- Electronic map and GIS data (local CSFS District Office must have necessary data to report map of project area).

When you are ready for intermittent reimbursement, or to close-out your project and claim final reimbursement please submit an Exhibit B and Form D to your CSFS District Forester who will certify that the work is complete and the documentation is adequate. Certification by the District Forester may require a site visit to the project location. The District Forester will then forward Exhibit B and accompanying Form D to the CSFS state office for processing.

Projects must be completed and certified by your CSFS District Forester no later than **April 30, 2014** close of business. Your final reimbursement request with your signature, cost documentation and Final Closeout Report must be received by the CSFS District Forester no later than **May 15, 2014**. CSFS District Foresters must sign and submit the original reimbursement request, cost documentation and approved Final Closeout Report to Naomi Marcus no later than **June 6, 2014**.

The final 10% of the award amount will not be released until the Final Closeout Report is received and accepted.

For future reference, your CSFS District Forester is **Boyd Lebeda**. You can reach him at (970) 491-8445 or boyd.lebeda@colostate.edu.

Thank you for your interest in improving the health and sustainability of Colorado's forests and communities!

Sincerely,



Naomi J. Marcus
Assistant Staff Forester

cc: Boyd Lebeda

Financial Assistance Program
Cooperative Match Project
COLORADO FOREST RESTORATION PILOT GRANT

To be conducted by:

Colorado Parks and Wildlife

Funding Provided by CSFS:	\$110,000
Minimum Recipient Match:	\$90,000
Project to be Completed by:	April 30, 2014
Documentation due to District Office by:	May 15, 2014
Documentation due to State Office by: (submitted by District Forester)	June 6, 2014

Based on the strength of the application submitted by *Colorado Parks and Wildlife* the Colorado State Forest Service is providing funding in the amount up to but not exceeding **\$110,000** to accomplish the project described in the attached scope of work, Exhibit A.

As the cooperator, *Colorado Parks and Wildlife*, will be reimbursed for costs incurred in implementing the project up to the amount listed above once the following requirements are met:

- A. Complete all work as described in *enclosed EXHIBIT A, scope of work*.
- B. Provide appropriate cost documentation that project funds have been matched at amount stated in proposal which is at a minimum rate of 40%. Your required minimum match is listed above. See notification letter if project is completed under budget.

Complete and submit through the local CSFS District Office periodic Grant Report(s)/Reimbursement Request(s) using the forms provided, as needed, and a Final Closeout Report that provides details on expenditures and accomplishments as a result of this project. Submission to:

Colorado State Forest Service
Attn: Boyd Lebeda, District Forester
Fort Collins District
5060 Campus Delivery, CSU
Fort Collins, CO80523-5060

As a representative of the cooperator, I have read and understand the conditions of participating in this cooperative match project.

Cooperator Signature:

Date:

Colorado Parks and Wildlife

Mailing Address: **Attn: Matt Schulz**
 1313 Sherman St. #618
 Denver, CO 80203

Telephone Number: **(303) 866-3203 ext. 4345**
Email Address: **matt.schulz@state.co.us**
Fax: **(303) 866-3206**

EXHIBIT A
COLORADO FOREST RESTORATION PILOT GRANT
SCOPE OF WORK

Cooperator: *Colorado Parks and Wildlife*

Work to be completed: As described in Applicant's Grant Application and detailed by the Fort Collins District:

- Implement forest restoration activities over 73 acres
- Create patch cuts in dead ponderosa pine trees
- Dead standing trees within 1.5 times tree height of any trails should be felled and treated
- Live, beetle-infested ponderosa pine and trees with Hawksworth dwarf mistletoe ratings of 4 or greater will be targeted for removal
- Retain a diversity of age-classes to promote uneven-aged clumps
- Tree will be thinned to leave an average spacing of at least 17' between boles
- Reduce average basal area to 60-80 square ft/acre
- Remove poor quality and suppressed trees of low vigor
- Retain large trees (> 20 inch DBH), trees with good form and vigor, and character or "old growth" ponderosa pine
- Douglas-fir regeneration and saplings should be retained and thinned to an average spacing of 5-10 feet between stems where not serving as ladder fuels
- Retain Rocky Mountain juniper, Douglas-fir and other species unless they are contributing to ladder fuels or providing excess fuel continuity
- Remove shrubs where acting as ladder fuels.
- Downed woody debris should be cut to remove braches and put the tree boles closer to the ground, facilitating decomposition.

Standards or Guidelines: Will meet CSFS guidelines appropriate for treatment. Will comply with standards in *Colorado Forest Stewardship Guidelines to Protect Water Quality: Best Management Practices*

Project Period: June 18, 2012 to April 30, 2014.

Funded Amount: \$110,000

Minimum cooperator match: \$90,000

All work completed under this project must be certified as meeting minimum Colorado State Forest Service standards prior to any reimbursement being made to the cooperator. Exhibit B entitled "Grant Report/ Reimbursement Request" will be the document used to both request reimbursement and to certify that work has been completed to minimum standards.

Intermittent requests for reimbursement must be accompanied by intermittent project accomplishments. Final requests for reimbursement must be accompanied by a final closeout report depicting total project accomplishments. Minimum reporting items:

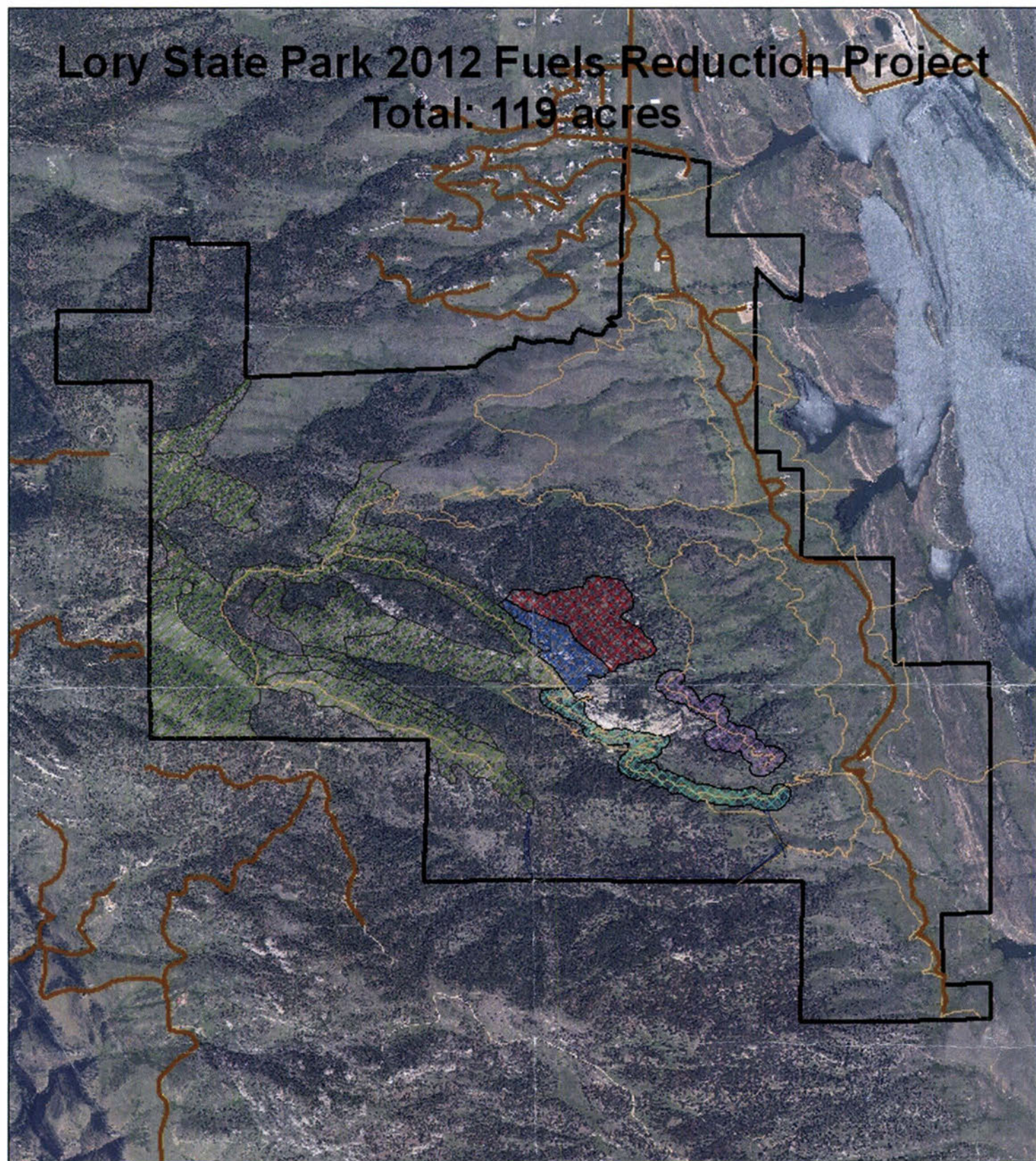
- Accomplishments: examples include (quantified: # acres treated; # miles of fuelbreak; # of defensible spaces implemented; # of presentations with # of participants).
- Summary of Youth Corps participation, if applicable.
- Summary of actual costs.
- Summary of other reimbursable contributions.
- Summary of non-reimbursed matching contributions.
- Digital before and after photos submitted electronically (do not embed tiff or jpg into other files).
- Electronic map and GIS data (local CSFS District Office must have necessary data to report map of project area).

Initials:

Rev. June 2012

Lory State Park 2012 Fuels Reduction Project

Total: 119 acres



— Roads

— Trails

Unit FH-6: 21.2 acres 21.5

Unit FH-7: 39.4 acres 38

Unit FH-8: 35 acres

Unit FH-9: 23.4 acres

Fuels Reduction Treatments 2006-2009

0 0.15 0.3 0.6 0.9 1.2 Miles



Created October 2012
Colorado State Forest Service
Fort Collins District

Current: $\$759/\text{acre}$ \rightarrow Proposed: $\$$

119
+ 70
+ 22

211 acres

$\$1232^{00}/\text{acre}$

CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)CSFS # **805** Rev. 02/04/05

Date: 10/01/2012		Requested By: Diana Selby		Resale to: N/A		CSFS Invoice #:	
Vendor: TBD by Bid Process (PLEASE PROVIDE COMPLETE ADDRESS)				Ship To: Attn: Diana Selby CSFS Fort Collins District 5060 Campus Delivery, CSU Fort Collins, CO 80523-5060			
Reason for Vendor Selection: <input type="checkbox"/> Sole Source (attach completed Sole Source Justification Form) <input type="checkbox"/> Previous Supplier <input checked="" type="checkbox"/> Other – State BIDS Process						Terms:	
Shipping Instructions: <input type="checkbox"/> FOB Fort Collins, Colorado <input type="checkbox"/> FOB			Delivery Date:		Deliver to: Initials____ Bldg____ Room____ Phone____		
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total
1			119	Acres	Lory State Park – 2012 Lory Fuels Reduction Project. 119 acres of hand thinning and piling or chipping/mastication.	\$90,334.20	
2	5366430	4550			Split Funding – 28.8% of total cost	\$26,000	5366430
3	5301960	4550			Split Funding – 28.8% of total cost	\$26,000	5301960
4	1929400-FC-09	4550			Split Funding – 42.4% of total cost	\$38,334.20	1929400
5							
SPECIAL INSTRUCTIONS:				Expenditure Approval: Authorized Signature: <u>/s/ Diana Selby</u> Date: <u>12/11/2012</u>			Subtotal: \$ <u>90,334.20</u> Discount: \$ _____ TOTAL: \$ <u>90,334.20</u>

CSFS ACCOUNTING REQUEST

CSFS # 813
Revised 9/25/09

DATE: 4/11/2013

TO: State Office Accounting

FROM: Regina L. Ely
(signature of CSFS employee initiating request)

THIS IS A REQUEST FOR (CHECK ONE):

Please attach copies of all appropriate supporting documents.

☒ JOURNAL ENTRY/ACCOUNT TRANSFERS:

Transfer \$ _____ Reason for transfer: _____

Document #: _____ Invoice #: _____ FY _____

Vendor name: _____

Debit funding _____ Credit funding _____
Account Object Code Account Object Code

Signature _____ Signature _____
Account Manager Date Account Manager Date

☒ HOURLY PAYROLL/OVERTIME EXPENSE TRANSFER:

Transfer \$ _____ Reason for transfer: _____

Employee name: _____ PPE Date: _____

Debit funding (_____ - _____) Credit funding (_____ - _____)
Account Object Code Account Object Code

Signature _____ Signature _____
Account Manager Date Account Manager Date

☒ CUSTOMER PAYMENT REFUND:

Send refund in amount of \$ 13,000.00 to customer listed below.

Received on CSFS Invoice # 82231 FY 2012/2013

Name: FB's Inc. / DBA P+A Tree Service

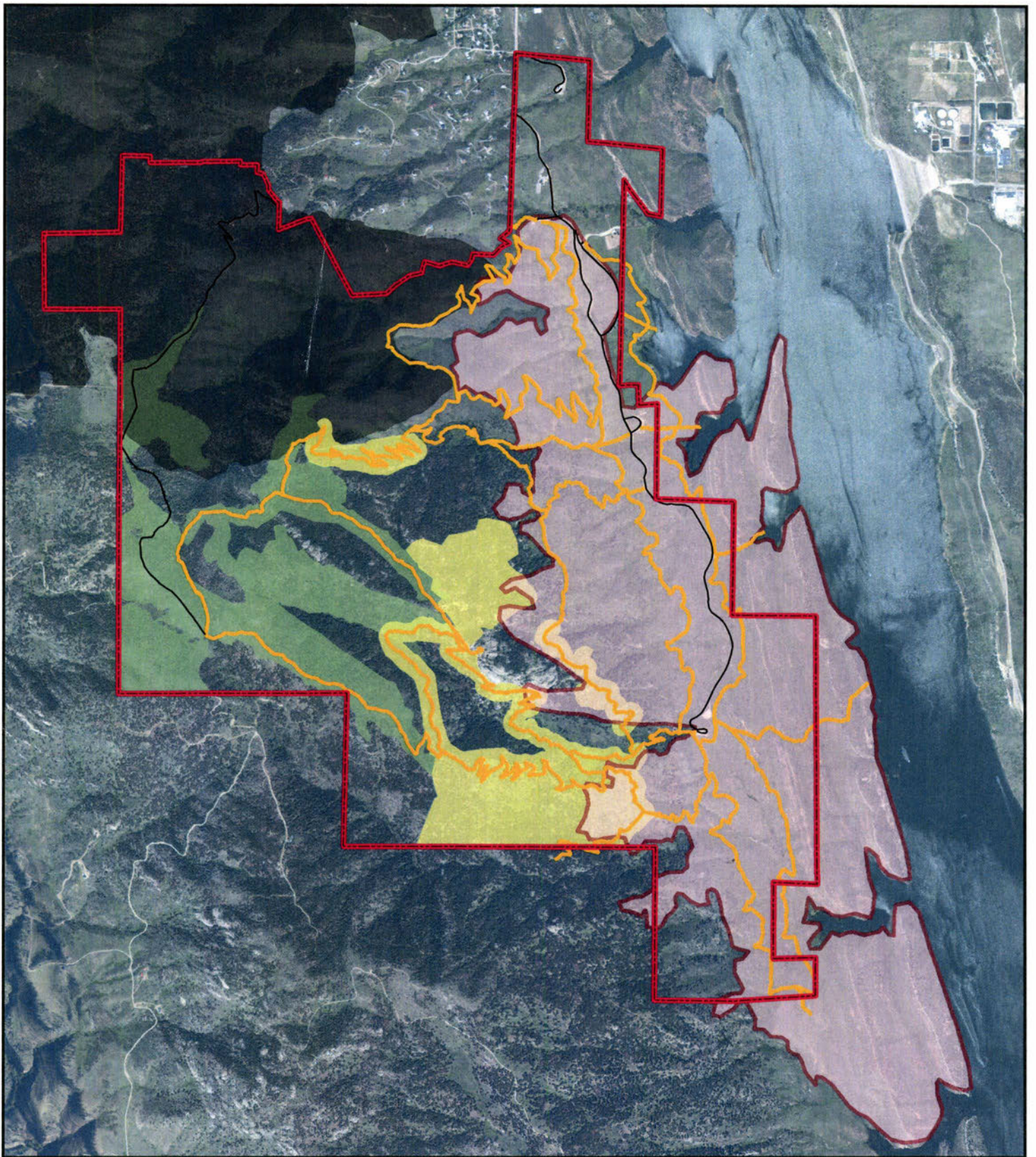
Address: P.O. Box 11

Alma, CO 80420-0011

Reason for refund: performance bond, duties



Sou filled,

2364065
Regina L. Ely




Lory State Park

-  Galena Fire
-  Current Forestry Project
-  High Park Fire
-  Completed Forestry Projects

-  Park Boundary
-  Park Trails
-  Park Roads



0 875 1,750 3,500
 Feet

CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

 CSFS # **805** Rev. 02/04/05

Date: 1/31/2013		Requested By: Diana Selby		Resale to: N/A		CSFS Invoice #:		
Vendor: <u> P & A Tree Service </u> <u> Frank Grzesk </u> <u> P.O. Box 403 </u> <u> Alma, CO 80420 </u>				Ship To: Attn: Diana Selby CSFS Fort Collins District 5060 Campus Delivery, CSU Fort Collins, CO 80523-5060				
Reason for Vendor Selection: <u> </u> Sole Source (attach completed Sole Source Justification Form) <u> </u> Previous Supplier <u> X </u> Other –State BIDS Process						Terms:		
Shipping Instructions: <u> </u> FOB Fort Collins, Colorado <u> </u> FOB			Delivery Date:		Deliver to: Initials <u> </u> Bldg <u> </u> Room <u> </u> Phone <u> </u>			
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total	
1			220	Acres	Lory State Park – 2012-2013 Lory Fuels Reduction Project. 220 acres of thinning and piling, lop and scatter or mastication.	\$242,000		
2	5366430	4550			Split Funding – 20.7% of total cost	\$50,000	5366430	
3	5301960	4550			Split Funding – 28.8% of total cost	\$69,696	5301960	
4	5322890	4550			Split Funding – 8.1 % of total cost	\$19,696	5322890	
5	1929400-FC-09	4550			Split Funding – 42.4 % of total cost	\$102,608	1929400	
6								
SPECIAL INSTRUCTIONS:				Expenditure Approval: Authorized Signature: <u>/s/ Diana Selby</u> Date: <u>1/31/2013</u>			Subtotal: \$ <u>242,000</u> Discount: \$ <u> </u> TOTAL: \$ <u>242,000</u>	