



# **WEST RANGE RECLAMATION LLC**

*Sustainable Restoration Solutions*

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May 4<sup>th</sup>, 2007

Dear Wendy McCartney,

Attached are 4 signed copies of the Lory State Park, West Side Fuelbreaks and Hazard Reduction contract, along with the required copies of our general liability insurance, workman's, comprehension insurance and performance bond verification for each contract.

Also attached is our damage deposit in the form of a cashier's check made out to Colorado State Forest Service in the amount of \$1000.00.

If you need anything else, please don't hesitate to call or e-mail me at the information above.

Thank-you,

Stephanie Neff  
Office Manager  
West Range Reclamation, LLC



EXHIBIT A TO INDEPENDENT SERVICES CONTRACT  
STATEMENT OF WORK

**Lory State Park—Upper Lory Fuels Reduction  
2008 Fuels Reduction Project  
A FEMA Hazard Mitigation Project**

**Purpose:**

The project has several primary objectives:

- Decrease hazardous fuels
- Increase overall forest health
- Reduce levels of dwarf mistletoe
- Improve forest wildlife habitat
- Increase forest resistance to insects and disease

**General Description of Work:**

Work involves mechanical thinning/mastication and hand work to develop an after-thinning stand structure to meet the purposes listed above which follow forest restoration and fuels reduction guidelines. Mastication work will be comparable in performance to a Hydro-ax with a rotary ax mower and/or a Timbco with a Quadco or Fecon mulching attachment. Hand work will involve felling trees with a chainsaw and lopping and scattering slash. Additional work will include moving large tree boles either by hand or with mechanized equipment. *A mandatory site inspection is required for this project.*

**Legal Description and 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. Projects are located in portions of Sections 13, 14, & 23, Township 7 North, Range 70 West.

**Unit Descriptions:**

Each unit is described in the table below:

Unit Number	Acreage	Species*	Existing Basal Area (sq. ft./acre)	Residual Basal Area (sq. ft./acre)	Avg. Diameter
FB-2	31.9	PP:DF	185	100-110	6.2
FB-4	29.6	PP:DF	136	90-100	4.8
FH-1C	3.0	PP	Slash/Girdled Trees**	Slash/Girdled Trees**	14.0
FH-2	41.4	PP:DF	191	90-100	4.2
FH-3B	12.9	PP:DF	209	80-90	3.7
FH-5	45.9	PP	120	60-80	4.4
AR			~8 acres included in Unit FH-5		
FB-4C			~1.4 acres included in Unit FB-4		
<b>Total</b>	<b>164.7</b>				

\* = PP = ponderosa pine, DF = Douglas-fir

\*\* = Slash/Girdled Trees = Treatment of Girdled Trees and Slash will be described in the prescription.

**Estimated Work by Treatment Types:**

Unit Number	*Estimated number of large trees to be felled & dragged	*Estimated Acres treated by mastication	*Estimated Acres treated by hand	Total Acres
FB-2	0	30.4	1.5	31.9
FB-4	10	28.2	1.4	29.6
FH-1C	15	**Contractor determines	**Contractor determines	3.0
FH-2	0	32.4	9	41.4
FH-3B	0	12.8	0.1	12.9
FH-5	5	25.9	20	45.9
AR	Included in Unit FH-5			
FB-4C	Included in Unit FB-4			
<b>Total</b>	30 trees	129.7 acres	32 acres	<b>164.7</b>

\*All tree numbers and acres are estimates only.

\*\*Contractor will determine how best to move large materials and what equipment will be needed for work in Unit FH-1-C.

**Slope Distribution (Based on DEM maps)**

Block Number	Slope Range	Average Slope	Acreage
FB-2	0-35%	25%	31.9
FB-4	0-35%	20%	29.6
FH-1C	0-20%	10%	3.0
FH-2	0-35%	25%	41.4
FH-3B	0-35%	30%	12.9
FH-5	0-50%	35%	45.9
AR	Included in Unit FH-5		
FB-4C	Included in Unit FB-4		
<b>Total</b>			<b>164.7</b>

Project boundaries are described and/or marked as follows:

Block Number	North Boundary Designation	East Boundary Designation	South Boundary Designation	West Boundary Designation
FB-2	Blue Paint/Flagging	Blue Paint/Flagging	Blue Paint/Flagging	Blue Paint/Flagging
FB-4	Blue Paint/Flagging	Blue Paint/Flagging	Blue Paint/Flagging	Blue Paint/Flagging
FH-1C	Blue Flagging	Blue Flagging	Blue Flagging	Blue Flagging
FH-2	Blue Paint/Flagging	Blue Paint/Flagging	Blue Paint/Flagging	Blue Paint/Flagging
FH-3B	Blue Flagging	Blue Flagging	Blue Flagging	Blue Flagging
FH-5	Blue Flagging	Blue Flagging	Blue Flagging	Blue Paint/Flagging
AR	Included in Unit FH-5			
FB-4C	Included in Unit FB-4			

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. All flagged and painted boundary trees shall be removed.

A vertical paint slash will be placed facing the interior of the unit. Boundaries between two units will receive double flagging and two slashes facing the different interiors. Unit FH-5 will only be flagged except for the portion that borders Unit FB-2 which will have paint. FH1B will only have flagging to mark the furthest extents. This will be found as three flags on a downed log.

**DEMO AREAS** – (Yellow flagging) Double flagging will be found on demonstration area corners. Yellow flagging will be on all retention trees. Demonstration Areas should be treated first to act as a guide for remaining treatment.

**ACCESS-** (Orange flagging) The access to Unit FB-2 from the fire access road will be flagged with orange flagging and the contractor will have to masticate their way in.

**Treatment Types & Equipment Recommendations:**

Block Number	
FB-2	Mastication & Hand – comparable in performance to a Hydro-ax with a rotary ax mower and/or a Timbco with a Quadco or Fecon mulching attachments. Chainsaw
FB-4	Mastication & Hand – comparable in performance to a Hydro-ax with a rotary ax mower and/or a Timbco with a Quadco or Fecon mulching attachments. Chainsaw
FH-1C	Mastication & Hand - comparable in performance to a Hydro-ax with a rotary ax mower and/or a Timbco with a Quadco or Fecon mulching attachments & equipment capable of skidding logs up to 300' from road. Chainsaw
FH-2	Mastication & Hand - comparable in performance to a Hydro-ax with a rotary ax mower and/or a Timbco with a Quadco or Fecon mulching attachments. Chainsaw
FH-3B	Mastication & Hand- comparable in performance to a Hydro-ax with a rotary ax mower and/or a Timbco with a Quadco or Fecon mulching attachments. Chainsaw
FH-5	Hand & Mastication – Hand work in combination with equipment comparable in performance to a Hydro-ax with a rotary ax mower and/or a Timbco with a Quadco or Fecon mulching attachments. Chainsaw.
AR	Mastication & Hand - comparable in performance to a Hydro-ax with a rotary ax mower and/or a Timbco with a Quadco or Fecon mulching attachments & equipment capable of skidding logs up to 300' from road. Chainsaw
FB-4C	Mastication & Hand - comparable in performance to a Hydro-ax with a rotary ax mower and/or a Timbco with a Quadco or Fecon mulching attachments & equipment capable of skidding logs up to 300' from road. Chainsaw

**General Prescriptions:**

**For Mastication and Hand Treatments:**

- The residual stand will be characterized primarily by clumps of trees, or individual trees, with occasional small clumps and groups of smaller trees.
- Retain 5-10 snags per acre with a diameter of 8-inches or greater at DBH. Focus on leaving the largest snags available, those exhibiting signs of active wildlife use, and those with broken tops. Any snag within 1.5 tree lengths of any trail will be felled. No new snags shall be created.
- Any trees or small clumps of trees in the 12-inch and less size class should be located at least 20-feet (crown spacing basis) from other remaining trees.
- If two stems come from one base, take both trees or leave both, but do not take one.
- Dead standing trees within falling distance (1.5 times tree height) of all trails will be felled and the branches cut and lopped and scattered or masticated.
- Masticate or cut, lop and scatter all boundary trees.
- Masticate or cut, lop and scatter all (green) trees with current mountain pine beetle infestations.

**Mastication (UNITS FB-2, FB-4, FH-1C, FH-2, FH-3B, FH-5):**

- Thoroughly masticate all trees to be removed as specified in the individual unit prescriptions that are less than 12 inches DBH.
- Chip/chunk depth shall not exceed 10 inches.

- Mulched material shall be less than 4 feet long and 8 inches in diameter unless constrained by rock or other topographic feature.
- Masticate woody ground fuels less than 8 inches in diameter unless rotten.
- Wherever practicable, contractor will grind/masticate stumps to ground level. Where slope, rocks, or other features prohibit grinding to ground level, then a maximum of 4" on the uphill side will be acceptable.
- Care should be taken in dense stands not masticate in straight lines/corridors in order to leave a more natural appearance.
- Work around and above rock outcrops to the best of the equipment's ability.

**Hand Work (Units FB-4, FH-1C, FH-2, FH-5):**

- Wherever practicable, contractor will cut stumps to as close to ground level as possible. Where slope, rocks, or other features prohibit, then a maximum of 4" on the uphill side will be acceptable.
- Any limbs, branches or other woody debris that can not be treated with the mastication equipment shall be lopped and scattered by hand using chainsaws.
- Lop and scatter depth shall not exceed 12".
- All chainsaw cut ends shall not face trails or roads.

**Unit Specific Prescriptions:**

**FB-2:**

- The target basal area can be reached by treating 90% of the Douglas-fir in the 12" diameter class or less and 90% of the ponderosa pine in the 8" diameter class or less.
- All Juniper trees found within the unit will be treated unless they are found alone in the open.
- Any ponderosa with a Hawksworth rating of 4 or greater will be felled and masticated. If remnants are too big to be masticated they will be left on site, but not within sight of a trail or road.
- Any ponderosa pine with current mountain pine beetle infestations should be masticated or hand treated. Material too large to masticate can be left on site but not within sight of a trail or road.
- Masticate 40-60% of common juniper in random swaths and patches and in a fashion that does not significantly reduce production.
- Portions of three rectangular research transects are located within this unit and marked with red flagging. No work will take place within the red-flagged transects and care should be taken to avoid throwing chunks and materials into flagged areas.
- There are two locations of approximately 1.5 acres flagged with pink flagging and identified on the map as weed locations. These areas will be treated by hand and care should be taken not to drive equipment through areas flagged in pink.

**FB-4:**

- The target basal area can be reached by treating 90% of the conifer species 8" and below.
- Remove most Douglas-fir less than 5 inches that create ladder fuels under pines.
- All ponderosa pine with Hawksworth rating of 4 or greater should be masticated or hand treated.
- Any ponderosa pine with current mountain pine beetle infestations should be masticated or hand treated.
- There is a two acre area of mountain mahogany, which should be masticated, removing at least 75% of the shrubs leaving a mosaic structure.
- There is approximately a 5 acre section near the western boundary where steep slopes and rock outcrops will make equipment operations challenging. The contractor will be challenged to complete as many acres as possible with equipment. Those acres that can't be mechanically treated shall be treated by hand by removing 90% of the conifers 5 inches or less.
- No boles 4 inches or greater shall be left within 25 feet of the trail.

**FH-2:**

- The target basal area can be reached by mechanically treating 90% of all conifers 8" DBH or less. For areas treated by hand Contractor will masticate or lop and scatter 90% of the conifers 5 inches or less.
- Ponderosa is the preferred removal species, although Douglas-fir will be removed as well, especially if found in ladder fuel situations.
- Any ponderosa pine with Hawksworth mistletoe rating of 4 or greater will be masticated or hand treated.
- Any ponderosa pine with current mountain pine beetle infestations should be masticated or hand treated.

- Leave an average spacing of 20 feet between individual trees or small groupings of trees in areas that contain very few trees greater than 8 inches in diameter.
- There are at least 9 acres identified throughout the unit where steep slopes and rock outcrops will make equipment operations challenging. The contractor will be challenged to complete as many acres as possible with equipment but will likely have to complete the work by hand.

**FH-3B:**

- The target basal area can be reached by mechanically treating 90% of all conifers 8" or less and 50% of all conifers 10" or less at DBH.
- Douglas-fir is the preferred removal species, although ponderosa pine will be removed as well, especially if found in ladder fuel situations.
- All ponderosa pine having Hawksworth mistletoe rating of 4 or greater will be masticated or hand treated.
- Any ponderosa pine with current mountain pine beetle infestations should be masticated or hand treated.
- There is a ½ acre area that overlooks Arthur's Rock and has a fairly open canopy with heavy dwarf mistletoe infection in the ponderosa pine and healthy grasses in the understory. All ponderosa pine 12" DBH or less shall be masticated to create a pseudo patch cut in this ½ acre.
- There is one location of approximately 0.1 acres flagged with red flagging and identified on the map as a weed location. This area will be treated by hand and care should be taken not to drive equipment through areas flagged in red.

**FH-5:**

- The target basal area can be reached by mechanically treating 90% of all conifers 8" or below at DBH. For areas treated by hand Contractor will masticate or lop and scatter 90% of the conifers 5 inches or less.
- Ponderosa is the preferred removal species, although Douglas-fir will be removed as well, especially if found in ladder fuel situations.
- All ponderosa pine having Hawksworth mistletoe rating of 4 or greater will be masticated or hand treated.
- Any ponderosa pine with current mountain pine beetle infestations should be masticated or hand treated.
- Leave an average spacing of 20 feet between individual trees or small groupings of trees in areas that contain very few trees greater than 8 inches in diameter.
- There are approximately 20 acres identified throughout the unit where steep slopes and rock outcrops will make equipment operations challenging. The contractor will be challenged to complete as many acres as possible with equipment but will likely have to complete the work by hand.
- No boles 4 inches or greater shall be left within 25 feet of the trail.
- One campsite is located within this unit and will be flagged with pink flagging. Work will not take place within the pink flagged area and Contractor will not drive through flagged locations and will avoid throwing chunks and materials into flagged areas.

**FH-1C:**

- All girdled or dead standing trees within 75 feet of the road will be felled and dragged into the unit out of sight of the road. Materials will be masticated or lopped and scattered.
- Large downed logs currently on the ground will be moved from sight of the road with butt or cut ends facing away from the road. Moved logs will not be piled.
- All slash within 25 feet of the road that is 2 feet or more off the ground shall be masticated or lopped and scattered into the interior of the unit.
- Contractor will be challenged to determine the most efficient way to move large materials in this unit and may use equipment or move materials by hand.

**AR:**

- Dead standing trees within falling distance (1.5 times tree height) of all trails will be felled and placed so cut ends do not face the trail and branches will be lopped and scattered or masticated.
- Downed logs that are 4" DBH or greater will be moved to at least 25 feet away from trails with cut ends facing away from trail. Branches will be lopped and scattered or masticated.
- This unit overlaps unit FH-5.

- One campsite is located within this unit and will be flagged with pink flagging. Work will not take place within the pink flagged area and Contractor will not drive through flagged locations and will avoid throwing chunks and materials into flagged areas.

**FB-4C:**

- Dead standing trees within falling distance (1.5 times tree height) of all trails will be felled and placed so cut ends do not face the trail and branches will be lopped and scattered or masticated.
- Downed logs that are 4" DBH or greater will be moved to at least 25 feet away from trails with cut ends facing away from trail. Branches will be lopped and scattered or masticated.
- This unit is within Unit FB-4.

**Contract Period and Operational Period:**

Project period runs from May 15, 2009 through September 15, 2009. The daily operational period is limited to 6:00 a.m. to dusk, with no equipment warm-up prior to 5:00 a.m. Due to funding constraints, no contract extensions will be allowed.

**Endangered Species Considerations:**

Based on the Biological Assessment (BA) the US Fish and Wildlife Service in a letter of Dec 23, 2005, determined the proposed hazardous fuels reduction projects "will not result in the taking of the Canada Lynx, slender moonwort, Mexican Spotted Owl, the greenback cutthroat trout, or any Federally listed threatened or endangered species. This letter notwithstanding, the Contractor is required to comply with all Endangered Species Act (ESA) regulations.

**Sensitive Areas/Archeological & Cultural Resources:**

Contractor shall not drive equipment in ephemeral drainage areas, outside of project area boundaries. If unidentified archeological or cultural resources are discovered during project implementation activities, work shall be halted near such areas until the resources have been evaluated by Park Staff.

**Additional Performance Standards:**

- Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by Contractor equipment will be less than six 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.
- Contractor will not drive on private access roads with chains. Chains may be used while working in project area and while driving on State Parks lands only.
- Ephemeral drainage areas will not be used as primary travel routes.
- Fuel, hydraulic fluid or other chemical spills will be reported to the Contract Administrator and 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.
- The Contract Administrator may require the Contractor to mulch leave trees that have been significantly damaged (broken top, multiple equipment scars, equipment scarring in excess of 12" x 6" on the trunk, or an area encompassing more than two-thirds of the trunk circumference) by the Contractor. The Contractor must minimize damage to residual trees.
- Damaged gates, fences, or signs will be repaired or replaced by the Contractor, at the discretion of the Contract Administrator or State Parks staff.
- Boundary fences must not be damaged and the mastication debris must not be propelled onto the adjoining 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, 2.5 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, along access routes, or in the project 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. No dogs will be allowed on the site. Camping will be allowed on site in tents, slip-on campers, or pop-ups only. No travel trailers will be allowed and no fires will be permitted. If Contractor chooses to camp, park staff can provide water and dumpsters for weekly dumping of trash. Kathy Seiple of Colorado State Parks is the manager for Lory State Park and can be contacted at (970) 493-1623. All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.

- The project site should be left in a safe manner at the end of every work day including no hung trees, safe storage of fuel containers and equipment parked off of main access roads.
- No rootballs should be created by the contractor; however, any exposed rootballs created during this project will be tipped back into an upright position or masticated by the Contractor.
- The Contract Administrator may suspend or limit operations if excess damage is occurring due to mud, snow, extreme fire danger, etc., or due to the following situation(s): failure to meet contract specifications.
- The contractor shall wash the undercarriage of all trucks and equipment before entering the stands to reduce the spread of noxious weeds from other projects.
- Communications with public and Park Staff shall be directed to the Contract Administrator.
- Improvements and Roads:
  - a. If additional access roads or trails are necessary, any construction activities must be approved by the Contract Administrator before such work may begin.
  - b. Roads must remain passable at all times. All large woody debris or other materials deposited on access roads shall be removed immediately. Any significant accumulations of chips shall be removed on a daily basis.
  - c. Roads shall be maintained to prevent erosion throughout the term of the project.
  - d. At the end of the project and prior to the final acceptance by the Contract Administrator, roads will be repaired to the same condition as found prior to the start of work.

**Plan of Operations:**

The Contractor shall prepare a *Plan of Operations* for the Contract Administrator prior to the start of any work. Upon completion and approval by the Contract Administrator, this *Plan of Operations* shall be attached hereto and incorporated herein, the same as if set forth in full. Contractor shall not commence any work until the *Plan of Operations* has been approved. Among other things, the plan shall describe projected start and end dates for the project, the order of work among the various blocks, projected times to complete each block, etc.

**Administration:**

- At the time of signing a written Operational Plan shall be agreed to between the Contractor and the Contract Administrator. Work must be started within 21 working days of the date agreed upon in the Operational Plan, except as may be approved by the Contract Administrator. For each day past this 21-day window, the Contractor may be assessed a \$250 fine.
- Contractor shall notify the Contract Administrator prior to moving any equipment into the project area and also prior to the start of work. No work will begin without the presence of the Contract Administrator.
- The use of sub-contractors must be approved in writing by CSFS prior to contract signing and bid approval.
- CSFS expects that as many acres within the treatment block will be completed as possible. CSFS recognizes however, that portions of some units may not be treatable due to operability restrictions from slope, rock, and topography. If 90% or more of the project is completed, the Contractor will be paid for 100% of the contract. If the Contractor completes less than 90% of the project, the Contractor will be paid only for the acreage actually completed. If Contractor does not complete acres within each block due to inability, the Contractor will submit a detailed invoice to Contract Administrator, displaying complete and incomplete acres. Contract Administrator will GPS completed acres to determine final completed acreage.
- Restrictions: The Contract Administrator may suspend or limit operations in cases of extreme fire danger, excessive soil rutting, excessive or potential damage due to muddy or snowy conditions, excessive residual tree damage, road damage, or failure to meet contract specifications.

**Damage Penalty:**

The Contractor shall conduct all operations in a timely manner and in accordance with the Plan of Operations, which is attached hereto and incorporated herein, the same as if set forth in full, and shall take all necessary precautions to protect the remaining forest stand, soils, and any improvements. Excessive damage to the remaining forest stand (rub or bump trees, trees contacted by mastication head, etc.), or the removal of undesignated products will be paid for at the rate of \$50.00. All damaged trees less than the prescribed diameter may be designated for removal by the Contract Administrator. Penalties may also be assessed for damages to soils, improvements or other elements of the forest stand. Determination of damage is at the sole discretion of the Contract Administrator.


**Performance Bond and Damage Deposit:**

A performance bond in the amount of 50% of the Project Value or \$25,000.00, whichever is greater, 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 \$2,000.00 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 \$500.00, it shall be brought back to the original full amount through additional payments by Contractor.

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

**Figure 1**  
**The Hawksworth six-class dwarf mistletoe rating system**

<b>Instructions</b>		<b>Example</b>	
<b>Step 1</b> Divide live crown into thirds.			If this third has no visible infections, its rating is (0).
<b>Step 2</b> Rate each third separately. Each third should be given a rating of 0, 1, or 2 as described below: (0) no visible infections (1) light infection (1/2 or less of total number of branches in the third infected) (2) heavy infection (more than 1/2 total number of branches in the third infected).			If this third is lightly infected, its rating is (1).  If this third is heavily infected, its rating is (2).
<b>Step 3</b> Add ratings of thirds to obtain rating for total tree.			The tree in this example gets a rating of: 0 + 1 + 2 = 3.

On a tree or stand basis, light infection is a rating of 1 to 2; moderate is 3 to 4; and severe is 5 to 6.

Lory State Park- Upper Lory Fuels Reduction  
COST and INFORMATION PAGE

All bidders must submit the following information:

- Bid price
- Equipment to be used
- Timing (when can they begin/projected end date)
- Past examples of similar work

Costs/Bids for Unit Prescriptions and Requirements

Lory State Park- Upper Lory Fuels Reduction Project (164.7 acres)

Total Price: \$ \_\_\_\_\_

Cost/Acre: \$ \_\_\_\_\_

- Unit FB-2 (31.9 acres):

Cost/Acre: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

- Unit FB-4 (29.6 acres):

Cost/Acre: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

- Unit FH-1C (3 acres):

Cost/Acre: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

- Unit FH-2 (41.4 acres):

Cost/Acre: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

- Unit FH-3B (12.9 acres):

Cost/Acre: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

- Unit FH-5 (45.9 acres):

Cost/Acre: \$ \_\_\_\_\_

Unit Price: \$ \_\_\_\_\_

**EQUIPMENT TO BE USED**

Attach a memo explaining the type of equipment that will be used for this project.

**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: \_\_\_\_\_

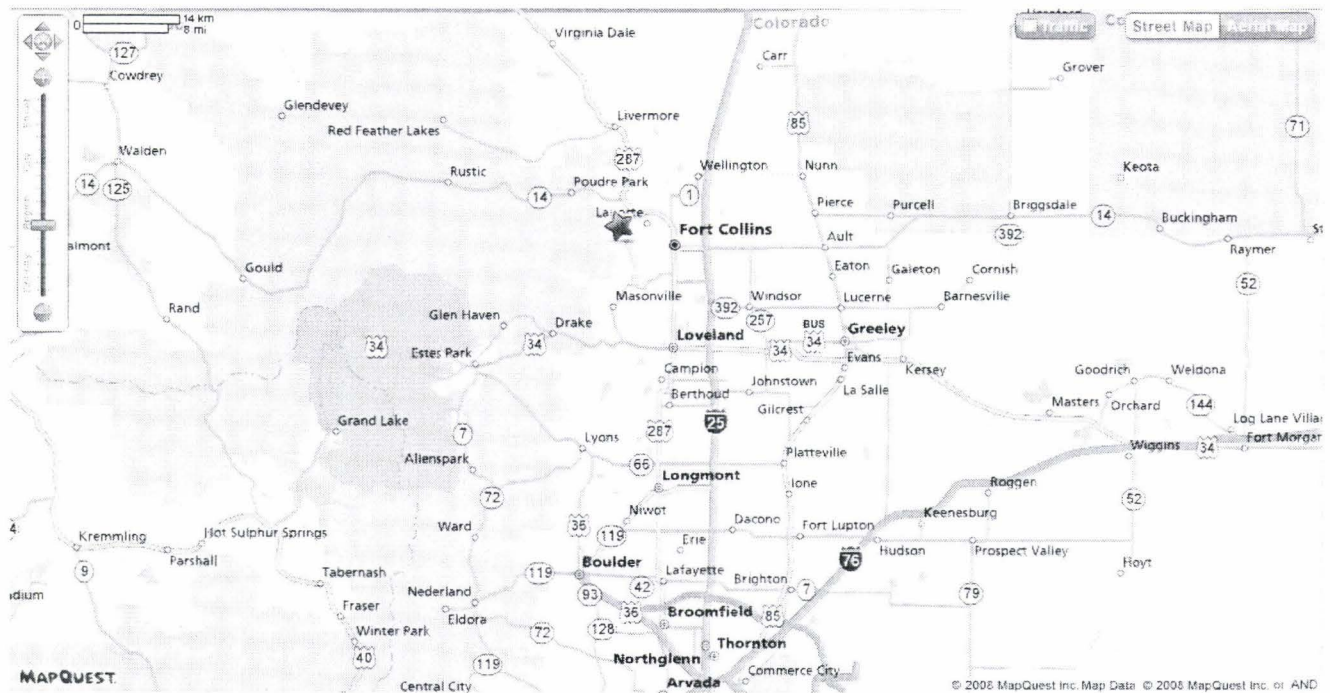
**PAST EXAMPLES OF SIMILAR WORK**

Attach a memo explaining past examples of work.

## Lory State Park- Upper Lory Fuels Reduction Project Site Inspection and Directions

**Mandatory Site Inspection:** A tour of the project area is scheduled for Tuesday, **May 12, 2009 at 11:00 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 will be offered.

**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
- Desire to salvage forest products
- Equipment to be used
- Timing (when can they begin/projected end date)
- Past examples of similar work

Upon inspecting the site, if you choose not to bid on the project, please submit a formal “no bid” and a reason why you chose not to bid on this project.

**CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)**

CSFS # 805 Rev. 02/04/05

Date: 3/22/13 Requested By: Diana Selby Resale to: N/A CSFS Invoice #:

Vendor: P & A Tree Service  
Frank Grzesk  
P.O. Box 403  
Alma, CO 80420  
 (PLEASE PROVIDE COMPLETE ADDRESS)

Ship To: Attn: Diana Selby  
CSFS Fort Collins District  
5060 Campus Delivery, CSU  
Fort Collins CO 80523-5060  
 (PLEASE PROVIDE COMPLETE DELIVERY ADDRESS)

Reason for Vendor Selection:  Sole Source (attach completed Sole Source Justification Form)  
 Previous Supplier  
 Other State BIDS Process

Terms:

Shipping Instructions:  
 FOB Fort Collins, Colorado  
 FOB

Delivery Date:

Deliver to:  
 Initials \_\_\_ Bldg \_\_\_ Room \_\_\_ Phone \_\_\_

#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total
1			140.12	acres	Long State Park - 2012-2013 Long Fuel	\$ 106,491	
2					Reduction Project. 140.12 acres of		
3					hand thinning and piling.		
4							
5	5366430	4550			Split Funding - 28.8% of total cost	\$ 30,670	5366430
6	5301960	4550			Split Funding - 28.8% of total cost	\$ 30,670	5301960
7	1929400-FC-09	4550			Split Funding - 42.4% of total cost	\$ 45,151	1929400
8							
9							
10							

SPECIAL INSTRUCTIONS:

Expenditure Approval:  
 Authorized Signature: Diana Selby  
 Date: 3/22/13

Subtotal: \$ 106,491  
 Discount: \$ \_\_\_\_\_  
 TOTAL: \$ 106,491

## 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 #ONE	\$16,156.80	\$106,491.00

### 1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between P & 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: 4/5/2013. 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 to cut trees to reduce fuel loading at Lory State Park.

### 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: To rectify incorrect acreage in original contract payment provision (Exhibit B) under the Date/Event or Deliverable column the following will read:

FH-7 at 39.4 acres

FH-9 at 23.4 acres

Additional acres on units per original scope of work and cost per acre as;

FH-6 at 7.8 acres at \$765/acre or \$5,967 total

FH-7 at 13.32 acres at \$765/acre or \$10,189.80 total

### 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 align="center"><b>CONTRACTOR:</b> P &amp; A Tree Service</p> <p>By: <u></u> *Signature</p> <p>Name: <u>Frank Grzesk</u></p> <p>Title: <u>owner</u></p> <p>Date: <u>3-22-13</u></p>	<p align="center"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper GOVERNOR</b> 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 align="center"><b>REQUIRED APPROVALS:</b></p> <p>By: _____ *Signature</p> <p>Name: _____</p> <p>Title: _____ [Dean, Director or Dept. Head]</p> <p>Date: _____</p> <p><b>Account No:</b> _____</p> <p align="center"><b>LEGAL REVIEW</b> 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>
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**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 ONE  
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:**

Corrected acreage in Original Exhibit B should be listed as:

FH-7 39.4 acres

FH-9 23.4 acres

Per corrected original scope of work, added acres in units as described below:

FH-6 7.8 acres

FH-7 13.32 acres

**PAYMENT SCHEDULE**

Upon completion of additional acres of project and Amendment One requirement, total of project value will be \$106,491.00.

NOTE: Already completed acres under original scope of work may be paid up to \$90,334.20 prior to further work and payment on this Amendment 1 addition.

## 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 P&A Tree Service (hereinafter called "Contractor"), a corporation 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, 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 \$90,334.20 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><b>UNIVERSITY:</b>          Joseph Duda          Colorado State Forest Service          5060 Campus Delivery          Colorado State University          Fort Collins, CO 80523-5060          E-mail: <a href="mailto:jduda@lamar.colostate.edu">jduda@lamar.colostate.edu</a>          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: <a href="mailto:contracts@colostate.edu">contracts@colostate.edu</a>          Tel: 970-491-6166          Fax: 970-491-5523</p>	<p><b>CONTRACTOR:</b>          Frank Grzesk          Owner          P.O. Box 403            Alma, CO 80420          E-mail: <a href="mailto:mtntreeservice@yahoo.com">mtntreeservice@yahoo.com</a>          Telephone: 970-406-0228          Fax: Fax #970-453-9591</p>
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### 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.

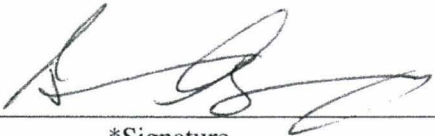

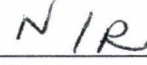
(28) Public Contracts with Natural Persons (CRS 24-76.5-101): Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply 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]**

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**


**\*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><b>CONTRACTOR:</b> Frank Grzesk P&amp;A Tree Service</p> <p>By: <u></u> *Signature</p> <p>Name: <u>Frank Grzesk</u></p> <p>Title: <u>owner</u></p> <p>Date: <u>12-1-12</u></p>	<p><b>STATE OF COLORADO</b> <b>John W. Hickenlooper GOVERNOR</b> Board of Governors of the Colorado State University System, acting by and through Colorado State University Dr. Anthony A. Frank, President</p> <p><u>Linda Meserve</u> Linda Meserve, Supervising Purchasing Agent</p> <p>Date: <u>12/14/12</u></p> <p><b>REQUIRED APPROVALS:</b></p> <p>By: <u></u> *Signature</p> <p>Name: <u>Joseph A. Jude</u></p> <p>Title: <u>Interim State Forester</u> [Dean, Director or Dept. Head]</p> <p>Date: <u>12-12-12</u></p> <p>Account No: _____</p> <p><b>LEGAL REVIEW</b> John W. Suthers, Attorney General</p> <p>By: <u></u> Donna W. Aurand, JD Director, Contracting Services and Special Assistant Attorney General for Colorado State University</p> <p>Date: _____</p>
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**ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL BY THE 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: KATHLEEN LAFOLLETTE  
Date: 12.14.2012

**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.

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- 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

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- 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.

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**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 \$90,334.20. Payments shall be made as follows:

<b>DATE, EVENT or DELIVERABLE</b>	<b>AMOUNT PAYABLE</b>
Completion of Project per Scope of Work	\$90,334.20 Total - or
Unit FH-6 of 21.2 acres	\$16,218
Unit FH-7 of 60.6 acres	\$30,141
Unit FH-8 of 35 acres	\$26,355
Unit FH-9 of 58.4 acres	\$17,620.20

- 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 10<sup>th</sup> 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 10<sup>th</sup> 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: P&A Tree Service, P.O. Box 403, Alma, CO 80420, phone: 970-406-0228

**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.

Handwritten signature or initials, possibly 'JG', in black ink.

**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: Frank Grzesk  
Signature:   
Date: 12-1-12

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



**CSFS ACCOUNTING REQUEST**

CSFS # 813  
Revised 9/25/09

DATE: 10/6/09

TO: State Office Accounting

FROM: [Signature]  
(signature of CSFS employee initiating request)

THIS IS A REQUEST FOR (CHECK ONE):  
Please attach copies of all appropriate supporting documents.

**JOURNAL ENTRY/ACCOUNT TRANSFER:**

Transfer \$ \_\_\_\_\_ Reason for transfer: \_\_\_\_\_

Document #: \_\_\_\_\_ Invoice #: \_\_\_\_\_ FY \_\_\_\_\_

Vendor name: \_\_\_\_\_

Debit funding \_\_\_\_\_ Credit funding \_\_\_\_\_  
Account Object Code Account Object Code

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Account Manager Account Manager

**HOURLY PAYROLL/OVERTIME EXPENSE TRANSFER:**

Transfer \$ \_\_\_\_\_ Reason for transfer: \_\_\_\_\_

Employee name: \_\_\_\_\_ PPE Date: \_\_\_\_\_

Debit funding ( \_\_\_\_\_ - \_\_\_\_\_ ) Credit funding ( \_\_\_\_\_ - \_\_\_\_\_ )  
Account Object Code Account Object Code

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
Account Manager Account Manager

**CUSTOMER PAYMENT REFUND:**

Send refund in amount of \$ 27,000- to customer listed below.

Received on CSFS Invoice # 76145 FY 08/09

Name: Double Tree Forest Mgt LLC

Address: PO Box 347  
Golden CO 80402

Reason for refund: Refund/Release of Performance Bond & Damage  
Deposit on Completion of UPPER Lory Fuels Reduction  
Project Work

To: Double Tree Forest Mgt LLC  
PO Box 347  
Golden CO 80402

Invoice No. 76145



Date: June 5/09

Item	Unit Cost	Total
1 Upper Lory Fuels Reduction Project - CSFS FEMA PDM		
2 Performance Bond		25,000-
3 Damage Deposit		2,000-
4		
5		
6 Contract End Date 9/30/09		
7		
8		
9		
Tax Exempt No. _____	Sales Tax	

[Signature]  
 CSFS Originator  
 Payment Due By Thank You

Total	27,000-
CK-CA-MO Amount Paid:	27,000-
Amount Due	0
Ck# <u>556251-25K</u>	Dated <u>6-3-09</u>
<u>556252-2K</u>	F.Y. <u>08/09</u>
Rcv'd By <u>D.S.</u>	
Funding	Amount
<u>019401</u>	<u>2060</u> 27,000-

Remit to:

FORT COLLINS DISTRICT  
 COLORADO STATE FOREST SERVICE  
 5060 CAMPUS DELIVERY, 1052 FTHLS  
 FORT COLLINS CO 80523-5060  
 970-491-8660

Deposit No.

Date

**Porter, Kathy**

**From:** Thompson, Rita  
**Sent:** Friday, October 23, 2009 10:31 AM  
**To:** Porter, Kathy  
**Subject:** Emailing: KFS Disbursement Voucher.htm  
**Attachments:** image001.gif; image002.gif; image003.gif; image004.png; image005.png; image006.gif; image007.gif; image008.gif; image009.jpg; image010.jpg; image011.gif; image012.gif; image013.png; image014.png; image015.png; image016.jpg; image017.jpg; image018.jpg; image019.png; image020.png; image021.png; image022.png

**Disbursement Voucher** [?](#)

<b>Doc Nbr:</b> 447215	<b>Status:</b> FINAL
<b>Initiator:</b> ritat	<b>Created:</b> 12:34 PM 10/12/2009

[expand all](#) [collapse all](#)

\* required field

[Print Disbursement Voucher Coversheet](#)

[hide](#)

**Document Overview**

<b>Document Overview</b>	
<b>* Description:</b>	Double Tree Forest Mgmt
<b>Org. Doc. #:</b>	FC
<b>Explanation:</b>	Refund of performance bond paid on CSFS Invoice #76145, Deposit #87058 dated 06/08/09

<b>Financial Document Detail</b>	
<b>* Bank Code</b>	02 GENERAL DISBURSEMENTS
<b>Total Amount:</b>	27,000.00

[hide](#)

**Payment Information**

<b>Payment Information</b>	
<b>* Payment Reason Code:</b>	R - Refunds
<b>* Payee ID:</b>	6234-0
<b>Payee Type:</b>	Vendor
<b>* Payee Name:</b>	Double Tree Forest Mgmt
<b>* Address 1:</b>	PO Box 347
<b>Address 2:</b>	
<b>* City:</b>	Golden
<b>State:</b>	CO
<b>Country:</b>	US
<b>Postal Code:</b>	80402
<b>* Check Amount:</b>	27,000.00
<b>* Due Date:</b>	10/13/2009
<b>Payment Type:</b>	Is this a foreign payee: No Is this payee an employee: No Is this an employee paid outside of payroll: No
<b>Other Considerations:</b>	Check Enclosure: No Special Handling: No [ ] W-9/W-8BEN Completed Exception Attached: No
<b>* Payment Method:</b>	P - Check/ACH
<b>* Documentation Location Code:</b>	AP - Accounts Payable
<b>* Check Stub Text:</b>	Refund of perf bond pd on Inv. #76145

▼ hide

Accounting Lines

Accounting Lines ? hide detail

Source

	* Chart	* Account Number	Sub-Account	* Object	Sub-Object	Project	Org Ref Id	* Amount	Actions
1	CO Colorado State University	1940100 Fort Collins District		2060 Other Deposits				27,000.00	
<b>Line Description</b>									

Total: 27,000.00

▼ hide

Contact Information

Contact Information

<b>* Contact Name:</b>	Thompson, Rita C
<b>* Phone Number:</b>	970-491-6303
<b>Email Address:</b>	
<b>Campus Code:</b>	MC

▶ show

Special Handling

<b>Special Handling Name:</b>		<b>Special Handling City:</b>	
<b>Special Handling Address 1:</b>		<b>Special Handling State:</b>	
<b>Special Handling Address 2:</b>		<b>Special Handling Postal Code:</b>	
		<b>Special Handling Country:</b>	

▶ show

Nonresident Alien Tax

<b>* Income Class Code:</b>		<b>Treaty Exempt:</b>	No
<b>Federal Tax Percent:</b>		<b>Foreign Source:</b>	No
<b>State Tax Percent:</b>		<b>Gross Up:</b>	No
<b>Country Code:</b>		<b>Reference Doc:</b>	

▶ show

Wire Transfer

<b>Recurring Profile No.:</b>		<b>Waive wire transfer fee?:</b>	No
<b>* Bank Name:</b>		<b>Additional Wire Information:</b>	
<b>Bank ABA Routing #:</b>		<b>Addenda:</b>	
<b>* Bank City:</b>		<b>* DV Amount Stated in:</b>	U
<b>Bank State:</b>		<b>* Currency Type:</b>	

<b>* Bank Country:</b>	
<b>* Bank Account #:</b>	Not Displayed
<b>* Bank Acct in the Name of:</b>	FYI: Foreign wires may take 10-15 business days to reach their destination.
	<a href="#">▶ show</a>

Foreign Draft

<b>* Currency Type:</b>	
	<a href="#">▶ show</a>

Non-Employee Travel Expense

<b>Traveler Information</b>	
<b>* Name:</b>	
<b>* Service Performed:</b>	
<b>* Place of Performance:</b>	
<b>* Regular Employer:</b>	

<b>Destination</b>				
	<b>* City:</b>	<b>State: *US only</b>	<b>* Country:</b>	<b>* Start/End Date/Time:</b>
<b>From:</b>				
<b>To:</b>				

<b>Per Diem</b> * All fields required if section is used.		<b>Personal Vehicle</b> * All fields required if section is used.	
<b>Category:</b>		<b>From (City/State):</b>	
<b>Rate:</b>	Per Diem Links	<b>To (City/State):</b>	
<b>Calculated Amount:</b>		<b>Round Trip:</b>	No
<b>Actual Amount:</b>		<b>Total Mileage:</b>	
<b>Justification for change:</b>		<b>Calculated Amount:</b>	
		<b>Actual Amount:</b>	

<b>Traveler Expenses</b> * All fields required if section is used		
<b>Type:</b>	<b>Company:</b>	<b>Amount:</b>
<b>Expense Sub Total:</b>		<b>\$ 0.00</b>

<b>Travel Expenses Total</b>	
<b>Grand Total:</b>	<b>\$ 0.00</b>

<b>Pre Paid Expenses</b> * All fields required if section is used		
<b>Type:</b>	<b>Company:</b>	<b>Amount:</b>
<b>Pre Paid Sub Total:</b>		<b>\$ 0.00</b>

	<a href="#">▶ show</a>
--	------------------------

Pre-Paid Travel Expenses

<b>Overview</b>	
<b>* Location:</b>	
<b>* Type:</b>	

\* Start Date:

\* End Date:

Expenses

* Name:	* Department Code:	* Req/Instate:	* Amount:
<b>Total:</b>			<b>\$ 0.00</b>



Pre-Disbursement Processor Status

Pre-Disbursement Processor Status: Paid

PDP Extraction Date: 10/15/2009

PDP Paid Date: 10/21/2009

PDP Cancellation Date:



General Ledger Pending Entries

There are currently no General Ledger Pending Entries associated with this Transaction Processing document.



Notes and Attachments (1)

Notes and Attachments

	Posted Timestamp	Author	* Note Text	Attached File	Actions
<b>add:</b>				[ ] 	
<b>1</b>	10/12/2009 12:53 PM	Thompson, Rita C	CSFS Invoice attached.	DOC000.PDF (174 KB, application/pdf)	



Ad Hoc Recipients

Person Requests:

* Action Requested	* Person	Actions
[FYI V]		

Ad Hoc Group Requests:

* Action Requested	Namespace Code	Name	Actions
[FYI V]			



Route Log



Please Remit to:  
**as EFT per information**  
**previously provided to Accounting**  
Double Tree Forest Management, LLC  
PO Box 365-La Pine, OR 97739  
Email: doubletreefm@msn.com  
Thank You

October 6, 2009

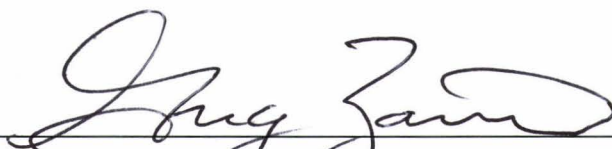
Attn: Gregory L. Zausen, Forester CSFS  
Colorado State Forest Service  
Fort Collins District

From: Julie Smith-Bookkeeper, Ph. 541-419-7443  
Double Tree Forest Management, LLC

**REFUND**

<u>Job Description</u>	<u>Amount</u>
Refund - Performance Bond	\$25,000.00
Refund - Damage Deposit	\$2,000.00
Total <u>REFUND</u> Due:	\$27,000.00

RE: Lory State Park-  
Upper Lory Forest Mechanical Fuels Reduction  
PO # S039787  
Bid - B401026

  
\_\_\_\_\_  
Gregory L. Zausen - District Forester  
Approved for Payment

10-7-09

\_\_\_\_\_  
Date



Please Remit to:  
**as EFT per information**  
**previously provided to Accounting**  
Double Tree Forest Management, LLC  
PO Box 365-La Pine, OR 97739  
Email: doubletreefm@msn.com  
Thank You

October 6, 2009

Attn: Gregory L. Zausen, Forester CSFS  
Colorado State Forest Service  
Fort Collins District

From: Julie Smith-Bookkeeper, Ph. 541-419-7443  
Double Tree Forest Management, LLC

## **INVOICE**

<u>Acres</u>	<u>Job Description</u>	<u>Price Per Acre</u>	<u>Amount</u>
31.9	Unit FB-2	\$847.	\$27,019.30
12.9	Unit FH-3B	\$847.	\$10,926.30
	Lory State Park-		
	Upper Lory Forest Mechanical Fuels Reduction		
	PO # S039787		
	Bid - B401026		

Thank YOU !!

Total Due: \$37,945.60

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Gregory L. Zausen-District Forester  
Approved for Payment

Date