



The Forest and Rangeland Management Industry has drawn a lot of attention in the past ten years due to record-breaking wildfire seasons. Most of the forest and rangelands of the West are not only in an unmanaged condition, but they are dangerously loaded with hazardous fuels. Wildfire has historically played an essential role in our western ecosystems, but today's wildfires are not those of the past. The images we see on television are haunting evidence of a century of fire suppression and declining management.

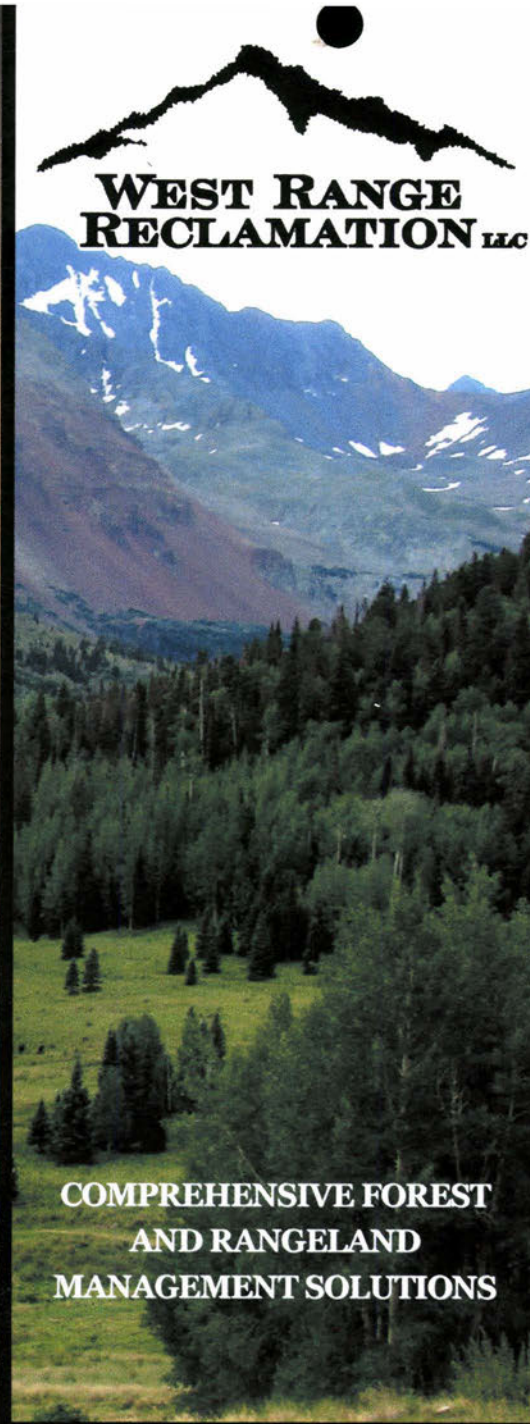
Unhealthy forests and rangelands are not only at risk of wildfire, they are much more susceptible to disease and insect epidemics. Proper management of these resources will help insure that our forest and rangelands can achieve their full potential and will continue to provide for the rural communities and wildlife that depend on them.

We appreciate your interest in our company and we hope to have the opportunity to discuss your specific resource.

Cody T. Neff, West Range Reclamation, LLC



36702 Fruitland Mesa Road  
Crawford, CO 81415  
70921-5460  
[www.westrangerclamation.com](http://www.westrangerclamation.com)



**COMPREHENSIVE FOREST  
AND RANGELAND  
MANAGEMENT SOLUTIONS**

West Range Reclamation, LLC is a natural resource restoration and fire fuels reduction company based in Crawford, CO. In the past seven years, our firm has completed over 200 contracts and 30,000 acres of fuels reduction and natural resource restoration projects in five western states.



We employ the best people in our industry. Our professional team and state of the art equipment will insure the timely execution and completion of your project. We are small enough to give your project the special attention that it deserves but big enough to handle any size project. From two-man hand crews for residential areas to several thousand acre treatments, we will demonstrate the highest level of concern and respect for you and your property and work diligently to achieve the goals of your project. Reference requests are invited.

FOR A FREE CONSULTATION CONTACT  
US AT: (970)921-5460  
INFO@WESTRANGERECLAMATION OR  
WWW.WESTRANGERECLAMATION.COM



Untreated Forest

Treated Forest

Many forests in the Western United States are plagued with insect and disease epidemics. By removing the dead or dying trees, we can eliminate the potential for catastrophic fire and create an environment where the forest can restore and sustain itself.

Timber harvest and wood biomass utilization are important elements of comprehensive forest management. Using biomass instead of wasting or burning it, has social, economic, and environmental benefits.



Many forests and rangelands require prescribed thinning to achieve healthy densities of trees and brush. We utilize our tracked and rubber tired grinders to accomplish thinning and fuels reduction objectives as well as post logging slash treatments. Our grinders can reduce logging slash, whole trees, and brush to mulch leaving a landscaped finish to your project. The resulting mulch is uninhabitable to pine beetles.

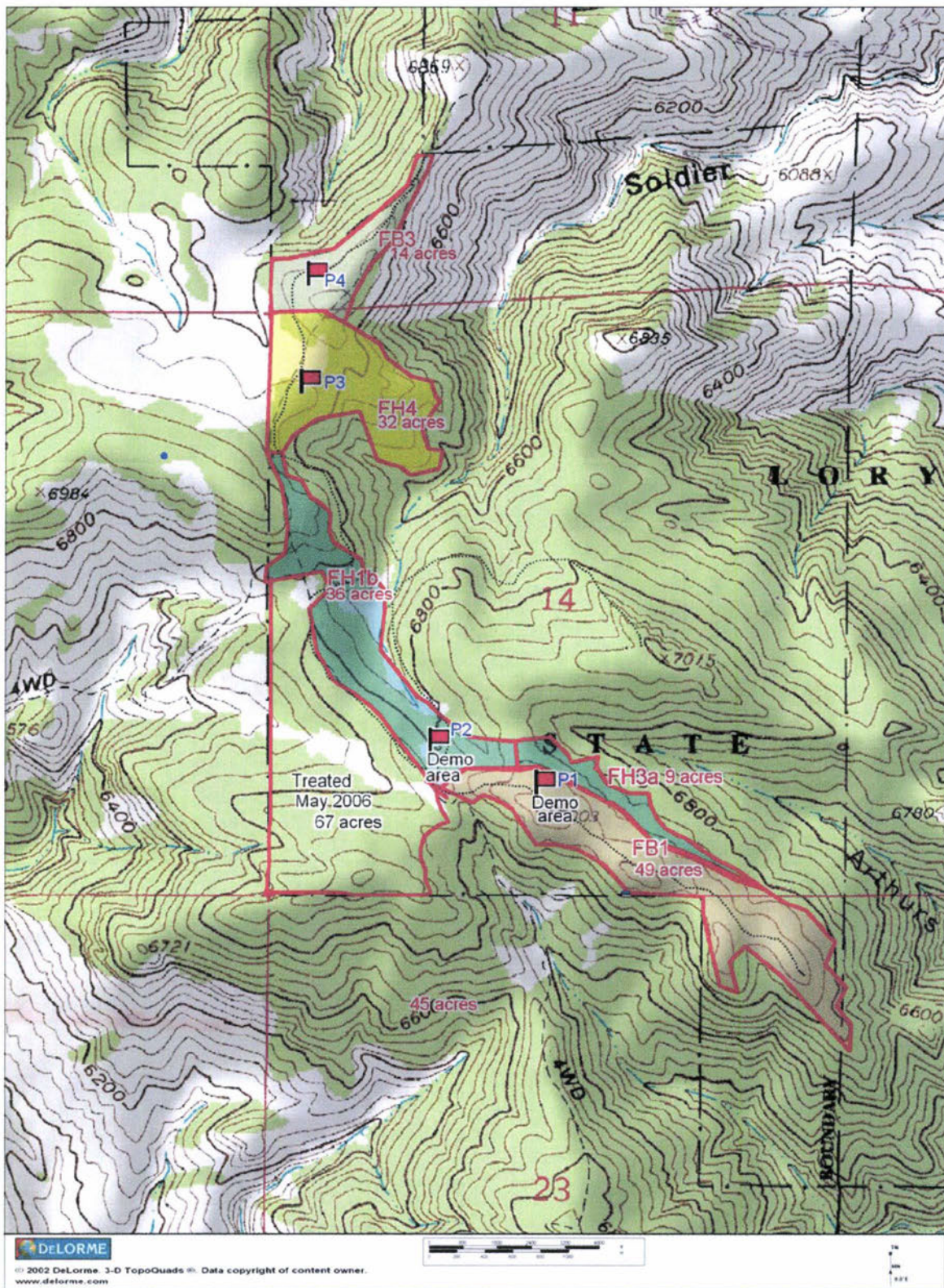
Our rangeland equipment has been proven successful in stimulating and inter-seeding grasses, forbs and legumes in a variety of rangeland conditions. We offer sustainable rangeland restoration solutions for improving wildlife habitat and livestock grazing.



West Range has locations in Central and Northern Colorado to service Colorado and the adjacent western states. West Range has been in business since 2001 and can offer an work history as well as excellent references. Please contact us to discuss your specific needs.

## B401014 Exhibit D – Project Maps

### Lory State Park - Colorado Department of Parks and Outdoor Recreation West Side Fuelbreaks & Hazard Reduction (Units FB-1, FB-3, FH-1b, FH-3a & FH-4)



# FILE COPY

799566

m  
10/5/07

\*\*\*\*\* FILE COPY NON-NEGOTIABLE \*\*\*\*\*

Date Requested: 10/04/07

V WEST RANGE RECLAMATION LLC  
E 36702 FRUITLAND MESA RD  
N CRAWFORD CO 81415  
D  
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R

S COLORADO STATE UNIVERSITY  
H CENTRAL RECEIVING  
I REFERENCE DOCUMENT NUMBER: AFE 799566  
P FORT COLLINS CO 80523-6011

Contact: DENISE WHITE  
Phone: (970)491-6303  
Department: CO State Frst Svc

TO:

Item #	Description	Qty	UOM	Unit Price	Extension	Acct #	Sub	User
1)	REFUND OF PERFORMANCE BOND FOR WORK COMPLETED PAID ON CSFS INVOICE #73177 DEPOSIT #53559 DATED 6/5/07	1	LOT	1000.0000	1000.00	019401	2060	
TOTAL:					\$1,000.00			

NOTIFY THE DEPARTMENT  
IMMEDIATELY IF THERE ARE  
ANY EXCEPTIONS TO THIS AFE

SIGNATURE

DATE

Denise -

9/28/07

Well, West Range finished up and pulled out on Wednesday (9/26).

I thought the Units looked good and they did the things we wanted in FB1, FB3 + FH16.

I'll update you on the bucking work when you get back.

I got w/ Valer + processed 2 invoices to close out the purchase order and did the 813 to return the band.

I'd be glad to give you a run down if you'd like.

Boyd



**Fort Collins District**  
Foothills Campus, CSU  
5060 Campus Delivery  
Fort Collins, Colorado 80523-5060  
(970) 491-8660  
FAX (970) 491-8645

September 26, 2007

West Range Reclamation LLC  
Attn: Stephanie Neff  
36702 Fruitland Mesa Road  
Crawford, CO 81415

Dear Stephanie:

I made the final inspection on the Lory State Park West Side Fuelbreaks & Hazard Reduction (Units FB-1, FB-3, FH-1b, FH-3a & 4H) today. The treatments meet the prescriptions for these units. No use of the performance bond has been necessary.

Please call if you have questions.

Sincerely,

*Boyd*

Boyd O. Lebeda  
District Forester

To:

Invoice No.

73177

WEST RANGE RECLAM

**Colorado**  
**State**  
 FOREST  
 SERVICE

Date:

6.1.07

Item	Unit Cost	Total
1 Performance Bond / Damage Deposit		1000.00
2 for Lory SP Contract		
3		
4		
5		
6		
7		
8		
9		

Tax Exempt No. _____	Sales Tax _____
Total 1000.00	
CK-CA-MO Amount Paid: 1000.00	
Amount Due _____	
Ck# 010810	Dated 5.3.07
Rcv'd By <i>VAB</i>	F.Y. 06/07
Funding	Amount
019401	2060 1000.00

CSFS Originator

Payment Due By \_\_\_\_\_

Remit to:

Deposit No.

Date

# CSFS ACCOUNTING REQUEST

CSFS #813  
Revised 12/01

DATE: 9-27-07

TO: State Office Accounting

FROM: Denise White (FC)  
(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 Subcode Account Subcode

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

## ☐ HOURLY PAYROLL/OVERTIME EXPENSE TRANSFER:

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

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

Debit funding \_\_\_\_\_ - \_\_\_\_\_ Credit funding ( \_\_\_\_\_ - \_\_\_\_\_ )  
Account Subcode Account Subcode

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

## ☒ CUSTOMER PAYMENT REFUND:

Send refund in amount of \$ 1000.00 to customer listed below.

Received on CSFS Invoice # 73177 FY 07/08

Name: WEST RANGE Reclamation

Address: 36702 Fruitland Mesa Rd

CRAWFORD CO 81415

Reason for refund: Completed project.



*Sustainable Restoration Solutions*

36702 Fruitland Mesa Road \* Crawford, CO 81415

970.921.5460 (Office) \* 970.921.5461 (Fax)

E-mail: [stephanie@westrangereclamation.com](mailto:stephanie@westrangereclamation.com)

Website: [www.westrangereclamation.com](http://www.westrangereclamation.com)

## Invoice

Date	Invoice #
9/27/2007	354

### Bill To:

Colorado State Forest Service

Attn: Boyd Labeda

5060 Campus Delivery - Bldg 1052

Colorado State University

Fort Collins, CO 80523

Contract/PO #	Terms
P322961	Net 30

Quantity	Description	Rate	Amount
14	Remaining 14 acres of fuels reduction work in the FH 3 unit, under the Lory State Park, West Side Fuelbreaks & Hazard Reduction Job, PO Number P322961. All work is complete.	617.18429	8,640.58

Approved for Payment  
C.S.F.S.

*Healy 9-28-07*

*bid #2 ✓*

All work is complete! We thank-you for the opportunity!

Total	\$8,640.58
Payments/Credits	\$0.00
Balance Due	\$8,640.58

Please note, accounts more than 30 days past due will be subject to a 1.5% per month fee on the the total amount due.



*Sustainable Restoration Solutions*

36702 Fruitland Mesa Road \* Crawford, CO 81415

970.921.5460 (Office) \* 970.921.5461 (Fax)

E-mail: [stephanie@westrangereclamation.com](mailto:stephanie@westrangereclamation.com)

Website: [www.westrangereclamation.com](http://www.westrangereclamation.com)

## Invoice

Date	Invoice #
9/24/2007	353

### Bill To:

Colorado State Forest Service  
Attn: Denise White  
5060 Campus Delivery - Bldg 1052  
Colorado State University  
Fort Collins, CO 80523

Contract/PO #	Terms
P322961	Net 30

Quantity	Description	Rate	Amount
49	49 acres of fuels reduction work in the FB-1 unit, under the Lory State Park, West Side Fuelbreaks & Hazard Reduction Job, PO Number P322961.	617.15	30,240.35
9	9 acres of fuels reduction work in the FH-3a unit, under the Lory State Park, West Side Fuelbreaks & Hazard Reduction Job, PO Number P322961.	617.15	5,554.35
32	32 acres of fuels reduction work in the FH-4 unit, under the Lory State Park, West Side Fuelbreaks & Hazard Reduction Job, PO Number P322961.	617.15	19,748.80
<p><i>Inv #1 \$30 382 = \$16 046.02</i></p> <p><i>Inv #2 \$30 390 = \$ 39 497.48</i></p> <p><b>Approved for Payment</b> <b>C.S.F.S.</b> <i>Uheady 9.26.07</i></p>			

We appreciate your business!

**Total** \$55,543.50

**Payments/Credits** \$0.00

**Balance Due** \$55,543.50

Please note, accounts more than 30 days past due will be subject to a 1.5% per month fee on the the total amount due.

# REQUEST FOR PAYMENT

INSTRUCTIONS: Make all purchases in the name of COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice for payment and forward to the State Office for processing. Payment will be mailed to address on vendor invoice, unless otherwise noted. Include Social Security Number if requesting payment to an individual. Authorized signature must be completed before payment can be processed.

Payment To: West Range Reclamation LLC

Prepared By: Denise White

Date Prepared: 8/30/07

Comments:


Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
36 acres of machine thinning in unit FH1b, West Side Fuelbreaks	\$20,924.19	530390	4550	
and Hazard Reduction in Lory State Park	\$6,974.73	530382	4550	

\$27,898.92

Payment Authorization:

  
Account Manager or Designee Signature

8/31/07  
Date



*Sustainable Restoration Solutions*

36702 Fruitland Mesa Road \* Crawford, CO 81415

970.921.5460 (Office) \* 970.921.5461 (Fax)

E-mail: [stephanie@westrangereclamation.com](mailto:stephanie@westrangereclamation.com)

Website: [www.westrangereclamation.com](http://www.westrangereclamation.com)

## Invoice

Date	Invoice #
8/23/2007	344

### Bill To:

Colorado State Forest Service  
Attn: Denise White  
5060 Campus Delivery - Bldg 1052  
Colorado State University  
Fort Collins, CO 80523-506

Contract/PO #	Terms
B401014	Net 30

Quantity	Description	Rate	Amount
36	36 acres of fuels reduction work in the FH-1b unit, under the Lory State Park, West Side Fuelbreaks & Hazard Reduction Job, Bid Number B401014.	774.97	27,898.92

*We appreciate your business!*

<b>Total</b>	\$27,898.92
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<b>Payments/Credits</b>	\$0.00
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<b>Balance Due</b>	<b>\$27,898.92</b>
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*Please note, accounts more than 30 days past due will be subject to a 1.5% per month fee on the the total amount due.*

**Colorado State Forest Service/Colorado State Parks  
2007 Operational Plan  
Lory State Park – West Side Fuelbreaks & Hazard Reduction Project**

Developed and agreed upon between Cody Neff, West Range Reclamation, LLC (Contractor), and Denise White, CSFS Contract Administrator, on July 26, 2007. Any modification to this plan shall occur in writing at least 3 business days before implementing/rejecting any change.

**Contractor Start Date:** July 27, 2007

**Equipment:** 2006 Tigercat 726E Mulcher and Tigercat 760 (425hp, rubber-tired), chainsaw, two support pick-ups, service/fuel trailer

**Equipment Staging:** Mulchers and service/fuel trailer at project area.

**Operators:** Jeremy Kocar: cell 970-210-2253  
Dave Laniford: cell 406-249-0580  
There will also be an unidentified sawyer.

**Lodging:** Two employees will camp in the meadow next to units FB-1 and 2006 FH-1 either with a small pop-up camper trailer (not on top of a pick-up) or two tents. Leave No Trace guidelines will be followed and no dogs, kids, or smoking outside of vehicles will be allowed while camping. Additional traffic resulting from camping is limited to one trip per day. Another camping option is the Heron Lake KOA.

**Local Accommodations:** Shower facilities exist at two locations in Fort Collins: Mulberry Pool at 424 West Mulberry and Edora Pool Ice Center at 1801 Riverside.

**Starting Block:** Demonstration areas within units FB-1 and FH-1b to be reviewed with Denise White.

**Denise White Contact Info:** Office (primary contact #): 970-491-8348  
Cell: 970-222-0841

**General Info:** Any questions from neighbors/landowners will be referred to Denise White, Colorado State Forest Service. At no time shall the Contractor take operational information from any source other than CSFS, Denise White, or her assignee.

**Additional Items for Consideration:** The access road will only be driven on by employees of West Range Reclamation, LLC.

Signed this 26<sup>th</sup> day of July, 2007:

  
Denise White, Contract Administrator, CSFS

  
Cody Neff, Owner, West Range Reclamation, LLC

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

Date: June 1, 2007		Requested By: Denise White		Resale to:		CSFS Invoice #:	
Vendor: West Range Reclamation, LLC 36702 Fruitland Mesa Rd. Crawford, CO 81415  (PLEASE PROVIDE COMPLETE ADDRESS)				Ship To: Colorado State Forest Service ATTN: Denise White 5060 Campus Delivery, Bldg. 1052 Ft. Collins, CO 80523-5060  (PLEASE PROVIDE COMPLETE DELIVERY ADDRESS)			
Reason for Vendor Selection: <input type="checkbox"/> Sole Source (attach completed Sole Source Justification Form) <input type="checkbox"/> Previous Supplier <input checked="" type="checkbox"/> Other Documented Quote						Terms: Lory State Park – West Side Fuelbreaks & Hazard Reduction. 140 acres mechanical mastication. Part of CSFS FEMA PDM grant project. \$657.74/ac. for a total of \$92,083.00	
Shipping Instructions: <input type="checkbox"/> FOB Fort Collins, Colorado <input type="checkbox"/> FOB			Delivery Date:		Deliver to:  Initials_DW_Bldg_1052_Room____ Phone_1-8348__		
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total
1	530382	4550	1		Lory State Park West Side Fuelbreaks & Hazard Reduction Split Funding – 25% of total project cost	\$657.74 /ac.	\$23,020.75
2	530390	4550	1		Lory State Park West Side Fuelbreaks & Hazard Reduction Split Funding – 75% of total project cost	\$657.74 /ac.	\$69,062.25
3							
4							
SPECIAL INSTRUCTIONS:				Expenditure Approval: <i>[Signature]</i> 6-1-07  Authorized Signature: _____ Date: _____			Subtotal: \$ 92,083.00 Discount: \$ 0  TOTAL: \$ 92,083.00



PURCHASING DEPARTMENT  
FORT COLLINS, CO 80523-6010  
HONE (970) 491-5105 FAX (970) 491-5523



DATE

PURCHASE ORDER

06/21/07

P322961

**PURCHASE ORDER**

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

PURCH. CONTACT

PHONE

DEPT. NO.

V0000974160-11

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WEST RANGE RECLAMATION LLC  
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CSFS FORT COLLINS DISTRICT  
CSFS FORT COLLINS DISTRICT  
5060 CAMPUS DELIVERY  
REFERENCE P.O. P322961  
FORT COLLINS CO 80523

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

QTY.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			COST.  TERMS AND CONDITIONS FOR CSU-FEDERAL CONTRACTS ATTACHED MUST BE CONSIDERED A PART OF THIS PURCHASE ORDER.  DE 5-30390-4550		

TOTAL \$ 92,083.00

PAYMENTS

DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT

PAYMENTS

CP F	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
					\$
					DATE
					INITIALS



DATE \_\_\_\_\_

## PURCHASE ORDER

06/21/67

P322981

## PURCHASING DEPARTMENT

FORT COLLINS, CO 80523-6010

PHONE (970) 491-5105 FAX (970) 491-5523

## PURCHASE ORDER

## TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

N

DESTINATION PREPAID B401014 LORY

**PURCH. CONTACT**

PHONE

DEPT. NO.

KATHI LAFOLLETTE

(970) 491-0763

Q077333

5960

V0000974160-11

VENDOR

WEST RANGE RECLAMATION LLC  
36702 FRUITLAND MESA RD  
CRAWFORD CO 81415

SHIP  
TO

CSFS PORT COLLINS DISTRICT  
CSFS PORT COLLINS DISTRICT  
5060 CAMPUS DELIVERY  
REFERENCE P.O. P322961  
FORT COLLINS CO 80523

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<p>SERVICE AGREEMENT</p> <p>CSU PURCHASING'S NEW PHYSICAL LOCATION AS OF 6/18/07 IS 555 SOUTH HOWES STREET NORTH SIDE, FIRST FLOOR, COLORADO STATE UNIVERSITY, FORT COLLINS, CO 80523-6010.</p>		
001	1.00	LOT	<p>SERVICE AGREEMENT FOR WEST SIDE FUELBREAKS AND HAZARD REDUCTION IN LORY STATE PARK PER ATTACHED CONTRACT.</p> <p>END DATE: DEC 31, 2007</p> <p>PAYMENT UPON SUBMISSION OF INVOICE AS COMPLETED.</p> <p>25% OF PROJECT 5-30382-4550</p>	23,020.7500	23,020.75
002	1.00	LOT	<p>SPLIT FUNDING 75% OF PROJECT</p> <p>NOTE: REVENUE AGREEMENT WILL BE PENDING THE OUTCOME OF THIS BID AND ESTABLISHED</p>	69,062.2500	69,062.25

TOTAL

CONTINUED

## PAYMENTS

PAYMENTS			
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C_F		DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYMENT
						\$ _____
						DATE _____
						INITIALS _____

## INDEPENDENT SERVICES CONTRACT

THIS CONTRACT is made and entered into as of the Effective Date in section 2 below. By signing below, the parties agree that Contractor, as an independent contractor and not as an employee, shall timely and competently perform the services described in the scope of work attachment, Exhibit A to this Contract, under the terms and conditions set forth in this Contract.

### I. PARTIES:

4077333

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF COLORADO, HEREINAFTER REFERRED TO AS "UNIVERSITY" OR "CSU"
--

CONTACT NAME: Wendy McCartney/Denise White
DEPARTMENT: CSFS - Fort Collins District
5075 CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-
TELE: 970.491.8839/970.491.8348
FAX: 970.491.8645
EMAIL:wmccart@lamar.colostate.edu, denise@lamar.colostate.edu

FULL LEGAL NAME OF CONTRACTOR:
--------------------------------

West Range Reclamation, LLC
-----------------------------

TYPE OF BUSINESS: <u>Limited Liability Company</u>
--

STATE OF BUSINESS REGISTRATION: CO
------------------------------------

BUSINESS ADDRESS: 36702 Fruitland Mesa Rd.
--

CITY, STATE, ZIP: Crawford, CO 81415
--------------------------------------

FEIN or TAX ID#: 270103076
----------------------------

CONTACT NAME: Cody Neff, General Manager
--

DEPARTMENT:
-------------

TELE: 970.921.5460
--------------------

FAX: 970.921.5461
-------------------

EMAIL: info@westrangereclamation.com
--------------------------------------

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 530382 and 530390; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Invitation for Bids number B401014;

NOW, THEREFORE, the Parties above-named, in consideration of the mutual promises contained herein and other good and valuable consideration, hereby agree as follows.

### II. TERMS AND CONDITIONS OF THE CONTRACT

**1. Independent Contractor; Relationship of the Parties.** The parties aver that:

- a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
- b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;
- c. The Contractor, if a sole proprietor, represents and warrants that he/she ☐ has ☐ has not previously been an employee of the State of Colorado either as a temporary or permanent employee. **If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and**
- d. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. Contractor, its employees, agents and subcontractors are not employees of the University and are not entitled to any benefits from University, including but not limited to workers' compensation, unemployment insurance, health benefits (except as herein above provided), insurance or any other benefits provided by University to its employees except as specifically required by law, and in such case, only to the extent and for the purposes so required.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the State Controller or the Controller's authorized delegate; or (2) the following date: June 1, 2007 and shall terminate on December 31, 2007 unless sooner terminated as provided herein or extended by mutual written agreement of the parties. **Contractor expressly acknowledges and agrees that, pursuant to CRS 24-30-202 and the State Fiscal Rules, this contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The State**

Controller or his/her delegate shall sign last. The Contractor is not authorized to begin performance until the Contract is signed and dated by the State Controller or Controller's delegate, below. If performance begins prior to the Effective Date, the University, the Board of Governors, and the State of Colorado shall not be obligated to pay for the goods and/or services provided prior to such date.

3. **Payment Terms.**

a. **Check one box only:**

- i. ☒ **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$92,083.00 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.
- ii. ☐ **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 \_\_\_\_\_ 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.

- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

4. **Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be 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, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.

6. **Insurance Requirements**

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 State a certificate or other document satisfactory to the State 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 State, the contractor shall show proof of such insurance satisfactory to the State.

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.

B. The State of Colorado and Colorado State University 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. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the State by certified mail (10 days for nonpayment of premium).

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 coverages required hereunder shall be issued by insurance companies satisfactory to the State.

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

7. **Ownership of Work Products.** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be works for hire and are the exclusive property of the University. All such materials shall be delivered to the University by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, nor cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the University. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
8. **Time is of the Essence.** All time limits, time periods, milestones and completion dates stated in the contract documents are of the essence of this contract.
9. **Default.** A party will be considered in default of its obligations under this Contract if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for ten (10) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law.
10. **Termination for Convenience.** The University may terminate this contract at any time the University determines that the purposes of the distribution of State moneys under the contract would no longer be served by completion of the project. The University shall effect such termination by giving written notice of termination to the contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor under this contract shall, at the option of the University, become its property, and the contractor shall be entitled to receive just and equitable compensation for any satisfactory services and supplies delivered.

If the contract is terminated by the University as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services satisfactorily performed bear to the total services of the contractor covered by this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this contract) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. In no event shall reimbursement under this clause exceed the contract amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

11. **Notices.** All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above. **A copy of every notice to CSU shall be provided to: Office of the General Counsel, 01 Administration Building, 0006 Campus Delivery, Fort Collins, CO 80523-0006.**
12. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
13. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
14. **Binding effect; no third party beneficiaries.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the University and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
15. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.
16. **Modifications and Amendments.** This contract is subject to such modifications as may be required by changes in applicable federal or state law, or federal or state implementing rules, regulations, or procedures of that federal or state law. Any such required modification shall be automatically incorporated into, and be made a part of, this Contract as of the effective date of such change as if that change was fully set forth herein. Except as provided above, no modification of this Contract shall be effective unless such modification is agreed to in writing by both parties in an amendment to the Contract that has been previously executed and approved in accordance with applicable law..
17. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
18. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
19. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:
- ☒ **Exhibit A: Scope of Work**
  - ☒ **Exhibit B: Payment Provisions**
  - ☒ **Exhibit C: Federal Funds Addendum**
  - ☒ **Other: Project Area Maps**
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

**SPECIAL PROVISIONS**  
**(Not for Use with Inter-Governmental Contracts)**

1. **CONTROLLER'S APPROVAL.** CRS 24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.
  2. **FUND AVAILABILITY.** CRS 24-30-202 (5.5). Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
  3. **INDEMNIFICATION.** The Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.
  4. **INDEPENDENT CONTRACTOR.** 4 CCR 801-2. THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.
  5. **NON-DISCRIMINATION.** The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.
  6. **CHOICE OF LAW.** The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
- At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. **VENDOR OFFSET.** CRS 24-30-202 (1) & CRS 24-30-202.4. Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.
  8. **SOFTWARE PIRACY PROHIBITION** Governor's Executive Order D 002 00. No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.
  9. **EMPLOYEE FINANCIAL INTEREST.** CRS 24-18-201 and CRS 24-50-507. The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.
  10. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES.** CRS 8-17.5-101 and 24-76.5-101. The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The 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 the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal

or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

Effective Date of Special Provisions: August 7, 2006

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

**CONTRACTOR:**

West Range Reclamation, LLC  
Legal Name of Contracting Entity

270103076  
Social Security Number or FEIN

Cody T. Neff  
Signature of Authorized Officer

Cody Neff, General Manager  
Print Name & Title of  
Authorized Officer

**CORPORATIONS:**  
(A corporate seal or attestation is required.)

Attest (Seal)

By: \_\_\_\_\_  
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:**  
**BILL OWENS, GOVERNOR**

**Board of Governors of the Colorado State  
University System, acting by and through  
Colorado State University:**

By: John P. Utterback  
Printed Name: John P. Utterback  
Title: Director of Purchasing

**APPROVED:**  
By: Mark A. Wadler  
Dean of Department Head

**LEGAL SUFFICIENCY:**  
John W. Suthers  
Attorney General, State of Colorado  
By: Robert Schur  
Associate Legal Counsel

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:**  
**LESLIE M. SHENEFELT**

By: John Hunter

Date: 6/20/07

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT  
SCOPE OF WORK

**Lory State Park**  
**West Side Fuelbreaks & Hazard Reduction (Units FB-1, FB-3, FH-1b, FH-3a & FH-4)**  
**Colorado Department of Parks and Outdoor Recreation**

**Purpose:**

This project has 5 primary objectives:

- Construct two fuelbreaks and three fuel modification areas.
- Reduce fuel loading to decrease the chance of fire passing to or from private lands to the west and to the north.
- Reduce levels of dwarf mistletoe to improve park aesthetics and forest resistance to insects and disease.
- Reduce the number of Douglas-fir on the northern slopes.
- Maintain or enhance recreational settings and wildlife habitat.

**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. Projects are located in portions of Sections 11, 14, & 23, Township 7 South, Range 70 West.

**General Description of Work:**

A mandatory site inspection is required for this project. Work involves fuel reduction & restoration thinning via mechanical mulching/mastication.

**Existing Conditions:**

- All treatment units are classified as Ponderosa Pine Woodland. There are a few clumps of mountain mahogany, Douglas-fir and a scattering of Rocky Mountain juniper.
- Two Units (FB-1 and FB-3) are on ridge tops and part of a fuelbreak system. The other three Units (FH-1b, FH-3a, and FH-4) are on a high-elevation bench along the west edge of the Park. They are to be thinned for fuel hazard reduction as well as forest health improvement.
- All Units are considered forested although there are occasional open areas and more dense clumps of trees. Average crown closure is approximately 60%.
- Most of the ponderosa pine in all units are infected with dwarf mistletoe increasing their susceptibility to insect and disease attack that could cause wide spread tree mortality.

Initials:



- The Units are very operable, with slopes less than 30% in most places. In Unit FH-1b there is an area in the NE corner where the slope is over 30%. In Unit FB-1 there is some surface rock present and there is a short steep slope on the north end.
- Access to all units is over a non-maintained 4x4 wheel drive road.

#### Unit Descriptions:

- This project is composed of **5 treatment units** totaling approximately **140 acres**.
- **FB 1** is approximately one mile long and is approximately **49 acres** in size. Slopes range from 0-25%. There are abundant ladder fuels within the unit and the dwarf mistletoe infection is severe. Lower mistletoe infection rates occur in the southeast end. Douglas-fir is prevalent along the northeast side of the ridge. There are a few rock outcrops that limit operability along the southeast side of the ridge. The access road on FB 1 is a two track trail.
- **FB 3** is approximately 1/3 mile long and is approximately **14 acres** in size. Slopes range from 0-30%. There is a moderate amount of ladder fuels within the unit and the presence of dwarf mistletoe is light and spotty. There are a few rock outcrops that limit operability on the northeast end. The access road bisects the unit.
- **FH 1b** is located along the west edge of the park and is approximately **36 acres** in size. Slopes range from 0-30%. There are abundant ladder fuels within the unit and the infection level of dwarf mistletoe is moderate to heavy. There are a few natural openings within the unit. The access road is in good condition and travels through the northwest side and along the southwest boundary of the unit. An additional two track road follows part of the southeast boundary of this unit.
- **FH 3a** is located along the northeast side of FB 1 and is approximately **9 acres** in size. Slopes range from 0-30%. There are abundant ladder fuels within the unit and the infection level of dwarf mistletoe is heavy. Forest vegetation is a mix of ponderosa pine and Douglas-fir.
- **FH 4** is approximately **32 acres** in size. Slopes range from 0-30%. There are abundant ladder fuels within the unit and the infection level of dwarf mistletoe is moderate to heavy. There are several natural openings in this area. The access road travels through the west side of the unit.

Initials:



### Current Conditions of Units

UNIT BLOCK	BASAL AREA (SQ FT/ACRE)	STEMS (#/ACRE)	AVE DBH (IN)	AVE HEIGHT (FT)
<b>FB-1</b>	40 to 100	140 to 1120	Ave 6 inches 2 to 8 inches	10 - 40 feet
<b>FB-3</b>	100 to 120	300 to 500	Ave 4 inches 2 to 14 inches	20 feet
<b>FH-1b</b>	80 to 120	100 to 700	Ave 5 inches 4 to 10 inches	40 feet
<b>FH-3a</b>	100 to 120	200 to 1120	Ave 4 inches 4 to 10 inches	40 feet
<b>F H-4</b>	80 to 160	200 to 900	Ave 3 inches 3 to 12 inches	15 to 50 feet

\*Note: Where more than two generations dominate the units a range of average size classes are shown.

### Unit Prescriptions:

#### ***FUELBREAK TREATMENT UNITS:***

**FB-1 and FB-3** are units that are part of a fuelbreak system. Some of the requirements apply to both units while others are specific only to FB-1 or FB-3.

#### **Requirements for both fuelbreaks FB-1 and FB-3:**

- All trees to be removed that are less than 12 inches dbh shall be mechanically masticated. Mulched material shall be smaller than four feet long and eight inches in diameter. All material shall be well-distributed and in no case shall chip/chunk depth exceed ten inches in areas of concentration.
- **Disposal Method for trees over 12 inches dbh:** Hand fell tree; limb tree bole and buck at 6 inch DBH; masticate all limbs and top; leave main stem laying flat on the ground.
- Contractor will grind stumps to ground level or as low as possible based on slope, rock, or other features.
- Masticate all dead and down surface fuels less than 12 inches in diameter except in areas where slope, rock or other features prohibit it.
- Retain all snags currently in use by wildlife. Two snags greater than 10 inches dbh per acre will be retained. Remove or masticate all other standing and down dead trees.

Initials:

**Requirements specific only to FB 1:**

- The treatment of FB 1 will favor the retention of well-formed, healthy-looking Douglas-fir; Rocky Mountain juniper; and ponderosa pine greater than 9" dbh with a Hawksworth Dwarf Mistletoe Rating of 2 or less. (*See Figure 1 - The Hawksworth six-class dwarf mistletoe rating system*).
- Treat the demo area first for demonstration and understanding purposes.
- All diameter classes shall be represented in the residual stand.
- Douglas-fir stands should be thinned to basal areas between 40 to 60 square feet per acre. Existing basal area is approximately 100 square feet per acre. The use of a prism or angle gauge may be needed to meet the target basal area.
- Leave no less than 10 feet of crown spacing between single Douglas-fir trees less than 5 inches DBH.
- Small isolated clumps of 3-6 healthy trees may be left. Leave no less than 20-feet of crown spacing between the clump and other trees or clumps.
- Some live "character" trees may be left. Examples of such trees will be described in the field by the Contract Administrator.
- All ponderosa pine trees less than 9 inches DBH will be masticated, unless otherwise directed by the Contract Administrator.
- Unit FB 1 may be treated only during the periods of January 1 through March 31, June 15 through September 15, and November 1 through December 31.

**Requirements specific only to FB3:**

- Existing basal area is approximately 120 square feet per acre. This stand shall be thinned to an average basal area of 50 square feet per acre. Acceptable range of basal area is 40 to 60 square feet per acre, based on stand variability. Residual trees or small clumps of 3 to 6 trees will be left in an uneven and clumpy pattern.
- No less than 10 feet crown spacing will be allowed between individual trees. No less than 20 feet crown spacing will be allowed between tree clumps and other individual trees or tree clumps.
- All diameter classes shall be represented in the residual stand.
- Some live "character" trees may be left. Examples of such trees will be described in the field by the Contract Administrator.

Initials:



- All mistletoe infected trees will be removed. **Leave all non-mistletoe infected ponderosa pine 12 inches DBH or greater regardless of their proximity to other trees.**
- **Disposal method for trees over 12 inches dbh:** Hand fell tree; limb tree bole and buck at 6 inch DBH; masticate all limbs and top; buck main stem (> 7 inches) into 10-foot lengths or shorter so they lay flat on the ground.

***FUEL HAZARD REDUCTION TREATMENT UNITS:***

- **FH 1b, FH 3a and FH 4:** These three units are hazard reduction treatment units intended to improve forest health, wildlife habitat, long-term aesthetics values while reducing fire hazard.
- Treat the demonstration area first for demonstration and understanding purposes.
- Existing basal area is approximately 120 square feet per acre. Target basal area is 60 square feet per acre. Acceptable range of basal area is from 40 to 80, based on stand variability within the units. The use of a prism or angle gauge may be needed to meet the target basal area.
- All trees to be removed that are less than 12 inches DBH shall be mechanically masticated. Mulched material shall be smaller than four feet long and eight inches in diameter. All material shall be well-distributed and in no case shall chip/chunk depth exceed ten inches in areas of concentration.
- All trees less than 9 inches DBH that are mistletoe infected will be removed.
- Retain any well-formed ponderosa pine 9-inches or larger DBH that are healthy (no insect infestations or with Hawksworth Dwarf Mistletoe Rating of 2 or less.
- Leave no less than 10 feet crown spacing between residual Douglas-fir trees less than 5 inches DBH.
- Small isolated clumps of 3-6 healthy trees may be left. Residual trees or groups of trees will be left in an uneven and clumpy pattern with a representation of all diameter classes. Leave no less than 20 feet crown spacing between tree clumps and other individual trees or tree clumps.
- Some live "character" trees may be left. Examples of such trees will be described in the field by the Contract Administrator.
- The Contractor will masticate in a "feathered pattern" along the boundaries (not delineated by fence or road) according to the tree stand characteristics and operability. Feathered pattern should begin approximately 100 feet from the unit boundaries and should be done in a way to avoid a linear treatment boundary.

Initials:

*CN*  
*TJW*

- **Disposal method for trees over 12 inches DBH:** Hand fell tree; limb tree bole and buck at 6 inch DBH; masticate all limbs and top; buck main stem (> 7 inches) into 10-foot lengths or shorter so they lay flat on the ground.
- Dead and down woody material should *not* be mulched and larger diameter down logs should be left intact as much as possible.
- Contractor will grind stumps to ground level or as low as possible based on slope, rock or other features.
- Retain all snags currently in use by wildlife. Two snags greater than 10 inches dbh per acre will be retained. Remove or masticate all other standing and down dead trees.
- No equipment shall enter the ephemeral stream corridor along part of the east boundary for FH 1b. The ephemeral stream corridor is delineated with orange flagging.
- Unit FH 1b and FH 3a will be treated only during the periods of June 15 through September 15 or November 1 through March 31.

#### **Marking:**

**The Contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the Contract Administrator.**

- **UNIT BOUNDARIES** – Unit boundaries will be delineated with blue flagging, except the west boundaries for FB-3, and FH-4 which are delineated by fencing. The west boundary of FH-1b is delineated partly by fencing and partly by the access road.
- **DEMO AREAS** – *Leave trees* are marked with yellow flags. All un-flagged trees will be masticated.
- **EPHEMERAL STREAM CORRIDOR** - is delineated with orange flagging

#### **PROJECT IMPLEMENTATION:**

##### **Contract period & Operational Period:**

- Contractor period will run from January 1, 2007 to December 31, 2007.
- Specific Operational Periods by unit are described in the table below:

<b>Unit</b>	<b>Operational Period 1</b>	<b>Operational Period 2</b>	<b>Operational Period 3</b>
<b>FB-1</b>	January 1 – March 31	June 15 – September 15	November 1 – December 31
<b>FH-1b</b>	January 1 – March 31	June 15 – September 15	November 1 – December 31
<b>FH-3a</b>	January 1 – December 31	Operational Period same as Contract Period	

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<b>FB-3</b>	January 1 – December 31	Operational Period same as Contract Period
<b>FH-4</b>	January 1 – December 31	Operational Period same as Contract Period

- Daily Operational Period: Limited to 7:00 a.m. to 7:00 p.m.
- No equipment warm up before 7:00 a.m.
- No contract extensions will be allowed for this project.

#### **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.

#### **Access:**

- Access to the project area will be from North County Road 25G, a paved road north of the entrance to Lory State Park. From 25G, travel west on Red Cedar Drive, which winds through a subdivision for approximately 1.4 miles. Red Cedar turns into a private road accessed through a locked gate. This 1 mile section of private road is narrow, has steep inclines, contains sharp turns, and may require a 4-wheel drive vehicle. A second locked gate is located at the point where the private road accesses Lory State Park. The Contractor shall provide locks for both gates. Gates shall be locked at all times and locks must be placed in a manner that accommodates other locks in the chain.
- The mastication equipment must be "walked" approximately 2.6 miles from the Park shop area at Red Cedar Drive to the project area due to road width/condition. A secured tractor/trailer parking area is available at the shop for the duration of the project. 4-wheel drive service vehicles will have direct roaded access to the project site.
- No equipment shall be parked on the private roads at any time.
- All access roads will be kept passable at all times. Any significant accumulations of mulch on the access roads and trails will be removed by the Contractor at the end of the 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:**

- 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

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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.
- 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.
- 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. The Contractor will be charged \$50 for each significantly damaged tree that is 4 inches dbh or greater.
- 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 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, 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, 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. Kathy Seiple of Colorado State Parks 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.
- Site should be left in a safe manner at the end of every work day.

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Handwritten initials 'CN' and a signature.

- Any exposed rootballs created during this project will be tipped back into an upright position or masticated by the Contractor.
- There will be no salvage rights granted to the Contractor for this project.

#### **Performance Bond and Damage Deposit:**

- A Damage Deposit in the amount of \$1000.00 will be required upon contract award. The deposit shall be in the form of cashier's check, certified check, money order, or irrevocable letter of credit payable to the CSFS. One deposit per Contractor is required. The deposit shall be used in part or in full, to correct deficiency in any work not completed to agreement specifications. The deposit will be retained in full should the Contractor fail to complete the contracted work in the time frame specified in the Independent Services Contract. The deposit or its balance will be released to Contractor promptly upon satisfactory completion of the contract.
- The Contractor will be required to furnish a Performance Bond executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum. The expense of this bond shall be borne by the Contractor and bond shall be filed with Colorado State University. **A sample Bid Bond, State Form SC-6.22, is attached to this Invitation for Bid.** If, at any time, the Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract of the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor will furnish to Colorado State University within ten (10) days after receipt of notice from Colorado State University or after the Contractor otherwise becomes aware of such conditions.

#### **Subcontracting:**

All subcontractors must be approved by CSFS in writing prior to contract signing and bid approval.

#### **Administration:**

- All treatment units together have a gross acreage of approximately 140 acres. All operable areas will be treated. However, Colorado State Forest Service (CSFS) recognizes that portions of some blocks may not be treatable due to operability restrictions from slope, rock and topography. If 90% (126 acres) 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 for the acreage completed. If the Contractor does not complete acres within each unit 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 and appropriate payment.

Initials:

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*[Signature]*

- At the time of signing a written Operational Plan shall be agreed to between the Contractor and the Contract Administrator. 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.
- 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.
- *Due to funding constraints, meeting time requirements in all phases of this project is critical.* Upon project completion, the Contractor must request a final inspection by the Contract Administrator. This final inspection will be no later than December 3, 2007. Any additional work to correct deficiencies identified in this final inspection must be completed by December 12, 2007. Final invoicing for the work must be submitted to the Contract Administrator by December 19, 2007. Final payment will be processed upon successful completion of the project and after final inspection is complete.

### **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. 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 of the Contractor in areas where work has exposed bare soil and in areas as may be deemed necessary by the Contract Administrator. Any and all reseeding will be done with seed mix specifications provided by the State Parks Resource Stewardship Coordinator.

#### **Endangered and Sensitive Species:**

Based on the above Biological Assessment (BA) the US Fish and Wildlife Service in a letter of March 24, 2005, determined the proposed hazardous fuels reduction projects "will not result in the taking of the bald eagle, Preble's meadow jumping mouse, or any Federally listed threatened or endangered species. This letter notwithstanding, the Contractor is required to comply with all Endangered Species Act (ESA) regulations.

#### **Archeological/Cultural Resources to Avoid:**

Exhibit A to Independent Services Contract

A-1

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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.

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TOW

# Figure 1

## The Hawksworth six-class dwarf mistletoe rating system

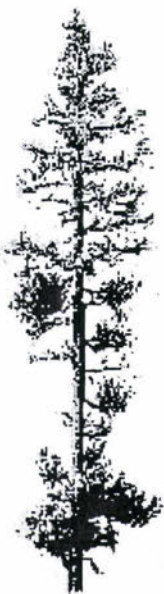
### Instructions

**Step 1** Divide live crown into thirds.

**Step 2** 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).

**Step 3** Add ratings of thirds to obtain rating for total tree.



### Example

If this third has no visible infections, its rating is (0).

If this third is lightly infected, its rating is (1).

If this third is heavily infected, its rating is (2).

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.

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EXHIBIT B TO INDEPENDENT SERVICES CONTRACT  
PAYMENT SCHEDULE

Units will be worked in the order described in the Operational Plan agreed upon between the Contract Administrator and the Contractor. The Contractor may submit requests for payment for partial completion of the project. Increments for payment requests shall include:

1. Upon completion of FB-1.
2. Upon completion of FH-1b.
3. Upon completion of FH-3a.
4. Upon completion of FB-3.
5. Upon completion of FH-4.

Submit fully completed invoices, stating the project name and treatment unit(s) for which payment is being requested, to:

**Colorado State Forest Service  
Attn: Denise White  
5060 Campus Delivery  
Bldg 1052  
Colorado State University  
Fort Collins, CO 80523-5060**

Initials:

Handwritten initials, possibly "CS" or "DW", written in black ink.

## EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

### Federal Funds Addendum

The following provisions shall be deemed incorporated and made a part of the Contract:

1. Certification:

a. Acceptance of this Subaward constitutes certification that the [Subrecipient] [Contractor] is not presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

b. Acceptance of this Subaward constitutes certification that the Subrecipient is not delinquent on any Federal debt.

c. Acceptance of this Subaward constitutes certification that to the best of the Subrecipient's knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. Acceptance of this Subaward constitutes certification that the Subrecipient has an acceptable assurance for dealing with and reporting possible misconduct in science on file with the Office of Scientific Integrity, PHS.

e. Subrecipient agrees to notify CSU immediately if there is any change of status in a., b., c., or d. above.

2. Availability of Funds:

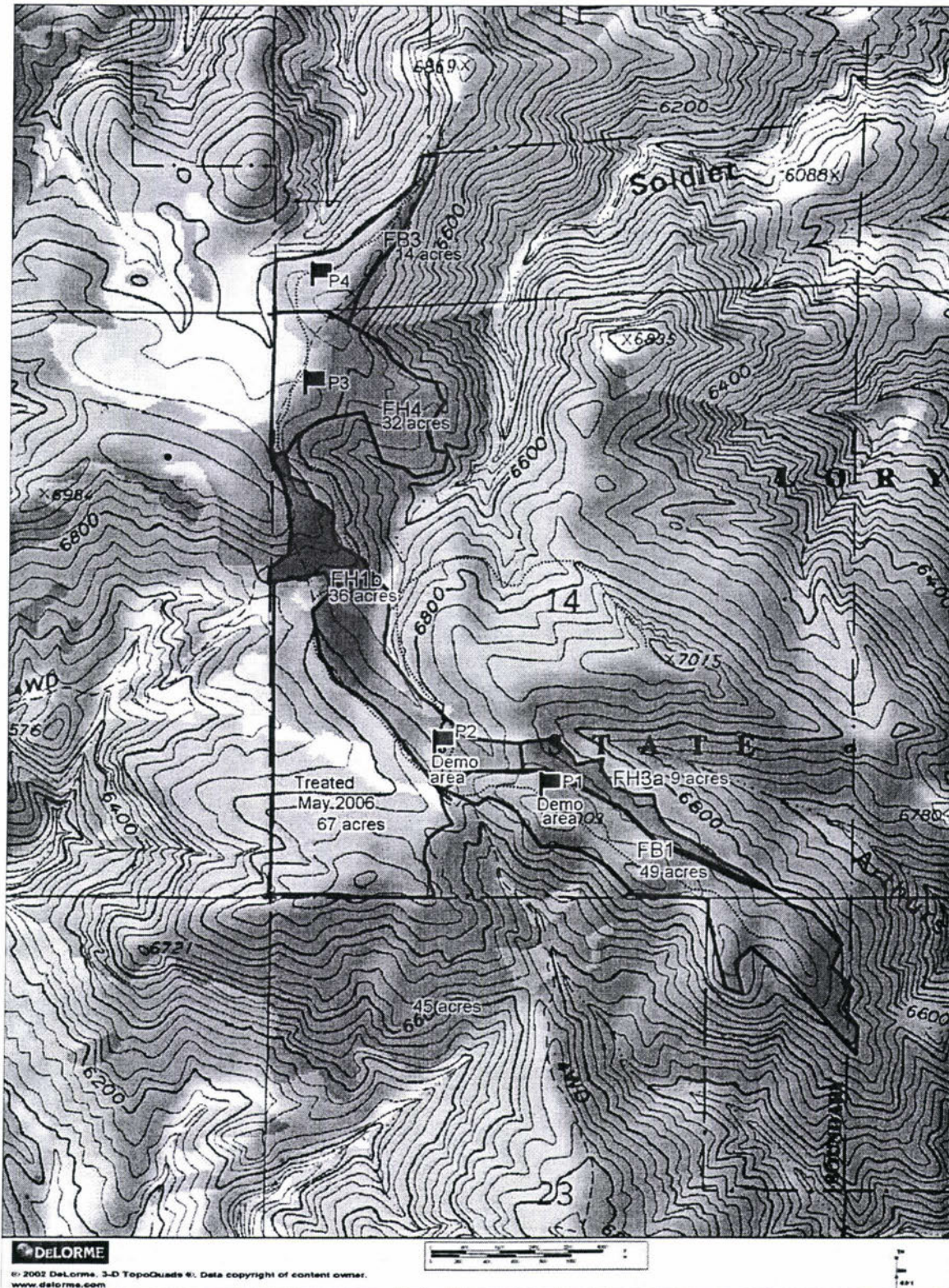
This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State [by the United States Department of Homeland Security - FEMA and Colorado Department of Parks and Outdoor Recreation for the purpose of contracting for the services provided for herein, and therefore, the contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

3. ☐ [Optional—check here if required]: Applicable Regulations; Audit:

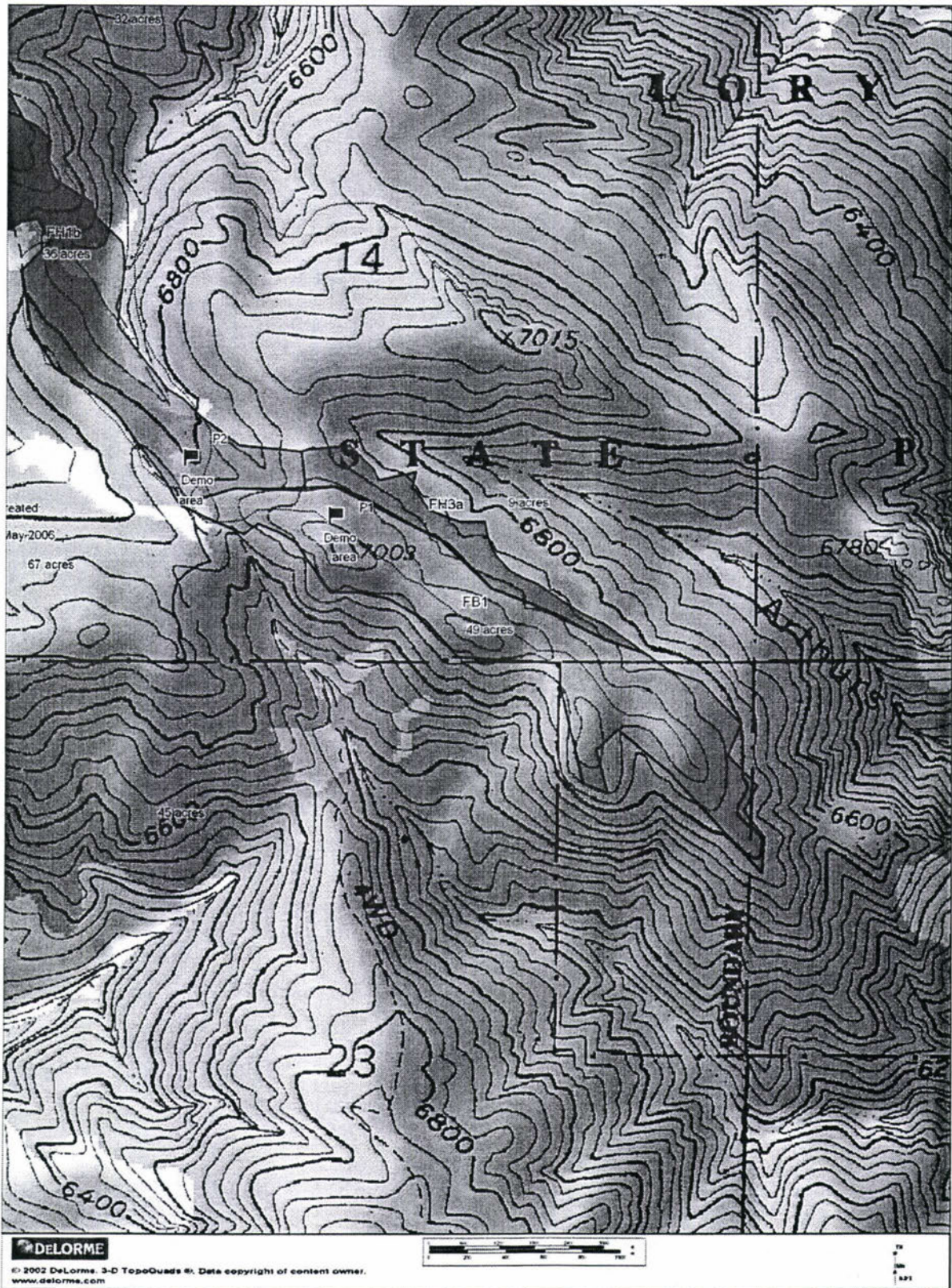
The Uniform Administrative Requirements for Grants and Cooperative agreements to State and Local Governments (the "Common Rule"), and the applicable OMB Circulars cited therein, shall govern the allowability and allocability of costs under this contract. The State [and federal government] reserves the right to audit the contractor's books and records for a period of three years after contract expiration or termination in order to validate the allowability of costs paid under this contract, and any costs not allowable under the State procurement rules shall be reimbursed by the contractor, or offset against current obligations due by the State to the contractor, at the State's election.

B401014 Exhibit D - Project Maps

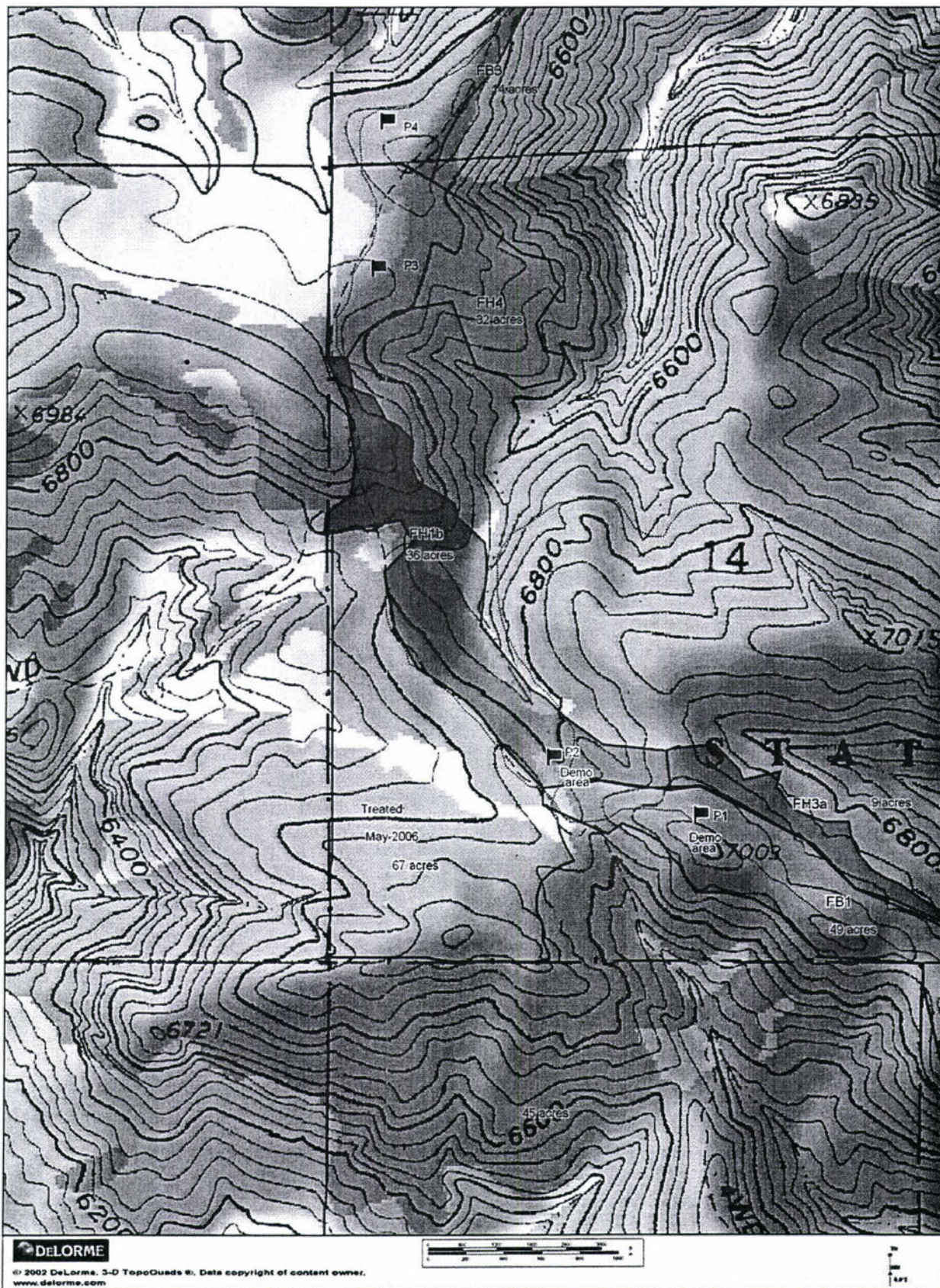
Lory State Park - Colorado Department of Parks and Outdoor Recreation  
West Side Fuelbreaks & Hazard Reduction (Units FB-1, FB-3, FH-1b, FH-3a & FH-4)



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RW



CA/THE



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<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) <b>04/24/2007</b>
<b>PRODUCER (307)745-8981 FAX (307)745-8987</b> <b>BW Insurance Agency, Inc.</b> <b>222 E Garfield St</b> <b>PO Box 926</b> <b>Laramie, WY 82073</b>		<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>
<b>INSURED West Range Reclamation, LLC</b> <b>36702 Fruitland Mesa Road</b> <b>Crawford, CO 81415</b>		
		<b>INSURERS AFFORDING COVERAGE</b>
		<b>NAIC #</b>
		<b>INSURER A: Colorado Casualty Insurance</b>
		<b>INSURER B:</b>
		<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>

**COVERAGES**

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

USER	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP490702503	03/09/2007	03/09/2008	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Per occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/PROP AGG \$ <b>2,000,000</b>
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	CPP490702503	03/09/2007	03/09/2008	WC STATUTORY LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The State of Colorado and Colorado State University have been named as Additional Insureds (excluding workers compensation) to the General Liability policy as required per written contract, but only as respects to its liability arising out of the activities of the named insured.

**CERTIFICATE HOLDER**

Colorado State University  
 Purchasing Department  
 365 Aylesworth Hall SE  
 Fort Collins, CO 80523-6010

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Carol M. McClure*

PRODUCER  
Pinnacol Assurance  
7501 E Lowry Blvd  
DENVER CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE  
AFFORDED BY THE POLICIES BELOW.

INSURED  
WEST RANGE RECLAMATION LLC  
36702 FRUITLAND MESA ROAD  
CRAWFORD CO 81415

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **Pinnacol Assurance****41190**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA AGG AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4085097	10/01/2006	10/01/2007	<input checked="" type="checkbox"/> WC STATUS <input type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE BACK OF CERTIFICATE FOR CLASS COVERAGE AND OWNERSHIP COVERAGE DETAIL

## CERTIFICATE HOLDER

984918  
COLORADO STATE UNIVERSITY AND THE STATE OF COLORADO  
PURCHASING DEPARTMENT  
365 AYLESWORTH HALL SE  
FORT COLLINS CO 80523

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR  
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE

## AUTHORIZED REPRESENTATIVE

Charles Doggett  
Underwriter

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



## STATE OF COLORADO

### Performance Bond

PROJECT NO. B401014

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

West Range Reclamation, LLC  
36702 Fruitland Mesa Road  
Crawford, CO 81415

as Principal and hereinafter called "Principal,"

and

Pioneer General Insurance Company  
6780 E. Hampden Avenue, Denver, CO 80224

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of  
Colorado are held and firmly bound unto the STATE  
OF COLORADO acting by and through BW Insurance Agency, Inc.  
(AGENCY OR INSTITUTION)

hereinafter called the "Principal Representative", in the sum of Ninety-two thousand and eighty-three dollars  
Dollars \$92,083;

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

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated May 24th 2007 for the PROJECT described as

Mechanical Mastication for Fuel Reduction

which Contract is hereby by reference made a part hereof;

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

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

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

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this 1st day of June, A.D. 2007.

(Corporate Seal)

THE PRINCIPAL

West Range Reclamation, LLC

ATTEST:

By \_\_\_\_\_

Title \_\_\_\_\_

Secretary

(Corporate Seal)

SURETY

Pioneer General Insurance Company

By \_\_\_\_\_

Attorney-in-fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY



# PIONEER GENERAL INSURANCE COMPANY

Denver, Colorado

## POWER OF ATTORNEY

P 87836

ORIGINAL IS MULTICOLORED

### KNOW ALL MEN BY THESE PRESENTS:

That Pioneer General Insurance Company, a corporation of the State of Colorado has its principal office in the City of Denver, Colorado pursuant to the following By-law, which was adopted by the Board of Directors of the said Company in 1990, to wit:

\*Article VI - Section 2 - RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice-Presidents and Attorneys-in-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time, does hereby make, constitute and appoint

\*\*\* WESLEY J. BUTORAC \*\*\*

OF

DENVER, COLORADO

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

And any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Denver, Colorado, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of Pioneer General Insurance Company, held on June 1, 1990.

\*RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article VI - "Section 2 of the Company By-laws; and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, Pioneer General Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 18th day of December, 2006.

State of Colorado )  
 ) ss.  
City and County of Denver )



PIONEER GENERAL INSURANCE COMPANY

*Bruce H. Lowdermilk*  
PRESIDENT

On this 18th day of December 2006 before me personally appeared Bruce H. Lowdermilk to me known, who being by me duly sworn, did depose and say that he resides in the County of Douglas, State of Colorado, is the President of Pioneer General Insurance Company, the corporation described in which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that he caused his name to be written in like order; and that By-law, Article VI- Section 2, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

My Commission expires 11/1/2009



Notary Public:

*David E. Hyatt*

I, M.J. Frick, Secretary of PIONEER GENERAL INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said PIONEER GENERAL INSURANCE COMPANY, which is still in full force and effect.

Signed and sealed at the City and County of Denver, Colorado this 1st day of June 2007

*MJ Frick*  
Secretary

**BID SUMMARY COMPARISON SHEET**

LOR Y  
140 ACRES

DATE: 2/1/07 TIME: 1:30 PM BID #: B401014  
 BID TITLE: LOR Y + STANTON PK <sup>ST FUEL MNG</sup> DEPT: CSFS - B&E DEPT. CONTACT: SCOTT WOODS  
 OPENED BY: Kathi LaForte WITNESSED BY: J. Bustamante

READ

LEAD

COSTS

SINGLE VENDOR  
AWARD BY PARK

VENDORS:	WEST RANGE	ENVIRO LAND MNG			
NAME =		LANCE ARMSTRONG			
TOTAL PRICE =	\$ 92,083.18	\$ 131,250.00	\$	\$	\$
FB-1 ACRE	\$ 647.41	\$ 937.50			
FB-1 UNIT	\$ 31,723.09	\$ 45,937.50			49A
FB-3 ACRE	\$ 1,173.31	\$ 937.50			
FB-3 UNIT	\$ 16,426.34	\$ 13,125.00			14A
FH-16 ACRE	\$ 774.97	\$ 937.50			
FH-16 UNIT	\$ 27,898.92	\$ 33,750.00			36A
FH-3a ACRE	\$ 1,400.33	\$ 937.50			
FH-3a UNIT	\$ 12,602.77	\$ 8,437.50			9A
FH-4 ACRE	\$ 632.84	\$ 937.50			
FH-4 UNIT	\$ 20,250.88	\$ 30,000.00			32A
START DATE	6/15-11/1	6/1/07			
END DATE	12/31/07	12/31/07			
ATTEND SITE INSPECTION	✓	✓			
FEIN	✓	✓			
BIDS Reg'd	✓	✓			
DATE AWARDED					
COST INCLD					
DELIVERY DATE(S)					
INVOICE TERMS					
DISCOUNT					
FOB POINT					
FREIGHT- INCLD/PPA					
ADJUSTED TTL \$\$ AMT					



*Sustainable Restoration Solutions*

*Project Bid Proposal for:*

Colorado State Forest Service  
Kathi LaFollette

*Project/Solicitation Number:*

B401014  
Lory State Park

*Date Specification for Receipt of Proposal:*

Tuesday, April 24, 2007 - 1:30 p.m.



PURCHASING DEPARTMENT  
365 AYLESWORTH SE  
FORT COLLINS, CO 80523-6010

DATE

12/12/06

## INVITATION FOR BID

BID NUMBER

B401014

RESPONSE DUE BY:

2/1/2007 DATE

1:30 PM TIME

EXPECTED DELIVERY DATE:

12/31/2007

PURCHASING CONTACT / PHONE:

KATHI LAFOLLETTE (970) 491-0763

### THIS IS NOT AN ORDER

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

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

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

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

### PLEASE TYPE VENDOR NAME AND ADDRESS

V  
E  
N  
D  
O  
R

West Range Reclamation, LLC  
36702 Fruitland Mesa Rd  
Craigford, CO 81415

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			Colorado State Forest Service solicits Bid responses on 2 fuels management projects of Lory State Park and Staunton State Park. See attached Bid packets for terms, conditions, information, and specifications on each site. Mandatory Site Inspections attendance required to Bid on either area. Vendors may Bid on either or both projects, with separate Bid packets BY PROJECT submitted by mail or delivery by February 1 <sup>st</sup> , 2007 at 1:30 PM. NO FAXES accepted.  Be sure to sign & note information below. Your F.E.I.N is: <u>270103076</u>		

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

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS	PRINTED/TYPED NAME OF SIGNER <u>Cody T Neft</u>	TELEPHONE NUMBER <u>970-921-5460</u>
	SUPPLIER'S DATE OF DELIVERY	AUTHORIZED SIGNATURE (REQUIRED) <u>Cody T Neft</u>	TITLE <u>Member</u>



36702 Fruitland Mesa Road \* Crawford, CO 81415  
Cody: (307) 760-4366 \* Office: (970) 921-5460 \* Fax: (970) 921-5461  
E-mail: [info@westrangereclamation.com](mailto:info@westrangereclamation.com) \* Website: [www.westrangereclamation.com](http://www.westrangereclamation.com)

West Range Reclamation, LLC is a natural resource restoration and fire fuels reduction company based in Crawford, CO. In the past six years, our firm has completed over 100 contracts and 40,000 acres of fuels reduction and natural resource restoration projects in five western states.

The individuals that make up this company are dedicated to insuring the success of it. We are proud of the reputation we are expanding on, and the quality fleet of equipment we own and operate. We are driven to succeed and our definition of success is leaving a project with a satisfied customer that will refer us to the next. We are in this business for the long haul and understand that our future depends on establishing thriving, long-term working relationships with our clients. Our staff is loyal, motivated, self sufficient, and totally committed to the customer.

We will assign a professional crew and state of the art equipment to the timely execution and completion of your project. We will demonstrate the highest level of concern and respect to both the people and property of this project and work diligently to achieve the goals of your organization.

We appreciate your review of our qualifications and hope there are opportunities to work with you in the future.

Sincerely,

A handwritten signature in dark ink that reads "Cody T. Neff". The signature is written in a cursive, flowing style.

Cody T. Neff,  
Owner of WRR, LLC





*Business Information and Contacts*

**Physical & Mailing Address:**

36702 Fruitland Mesa Road \* Crawford, CO 81415

970.921.5460 (Office)

970.921.5461 (Fax)

**Company Email:** [info@westrangereclamation.com](mailto:info@westrangereclamation.com)

**Company website:** [www.westrangereclamation.com](http://www.westrangereclamation.com)

*Cody Neff*

*General Manager, Equipment Operator*

307.760.4366

*Stephanie Neff*

*Office Manager*

970.921.5460

*Jerry Neff*

*Equipment Operator*

701.866.8047

*Roland Kaiser*

*Equipment Operator*

970.901.0824

*Jeremy Kocar*

*Equipment Operator*

970.210.2253

*Travis Webster*

*Equipment Operator*

970.210.2955



# Work Plan

B401014 Lory State Park  
West Side Fuelbreaks & Hazard Reduction (Units FB-1, FB-3, FH-1b, FH-3a & FH-4)  
Colorado Department of Parks and Outdoor Recreation

## COSTS/BIDS for Unit Prescriptions and Requirements

Total Price: \$ 92,083.18

Unit FB – 1 (49 acres)  
Cost/Acre: \$ 647.41  
Unit Price: \$ 31,723.09  
Unit FB – 3(14 acres)  
Cost/Acre: \$ 1,173.31  
Unit Price: \$ 16,426.34  
Unit FH-1b (36 acres)  
Cost/Acre: \$ 774.97  
Unit Price: \$ 27,898.92  
Unit FH– 3a (9 acres)  
Cost/Acre: \$ 1,400.33  
Unit Price: \$ 12,602.97  
Unit FH-4 (32 acres)  
Cost/Acre: \$ 632.84  
Unit Price: \$ 20,250.88

## CONTRACT PERIOD & OPERATIONAL PERIOD

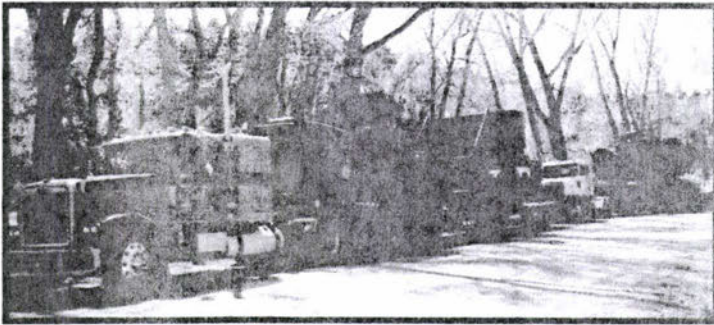
We understand the following operational periods:

Unit	Operational Period 1	Operational Period 2	Operational Period 3
FB-1	Jan. 1 – March 31	June 15 – Sept. 15	Nov. 1 – Dec. 31
FH-1b	Jan. 1 – March 31	June 15 – Sept. 15	Nov. 1 – Dec. 31
FH-3a	Jan. 1 – Dec. 31	Operational Period same as Contract Period	
FB-3	Jan. 1 – Dec. 31	Operational Period same as Contract Period	
FH-4	Jan. 1 – Dec. 31	Operational Period same as Contract Period	

We anticipate that we will require 33 calendar days to complete this entire project. We propose to start the project sometime start the project sometime between June 15<sup>th</sup> and November 1st with the option to work on units FH-3a, FB-3, and FH-4 at any time. We understand that there will be absolutely no extensions to this contract.



## Equipment & Work Plan:



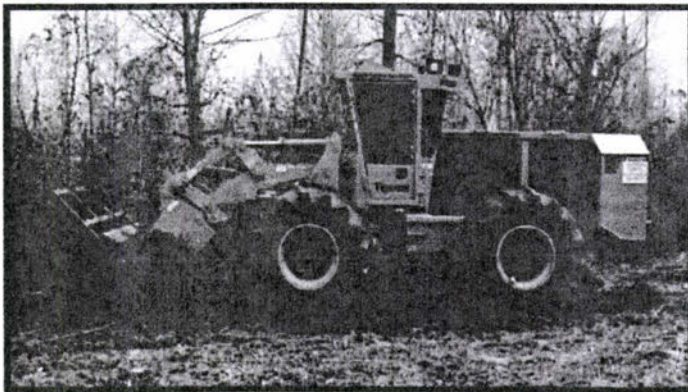
- **Two lowboy transports**

We are not at the mercy of a contract carrier's schedule. Our trucks mobilize equipment when needed and remain on site incase a machine should need shop service.



- **2006 Barko 930 Mulcher**

The 930 is a high production 305 horsepower industrial tractor with a hydraulic pump of 96 gallons per minute at 5200 psi. At only 9'3" wide this machine is nimble enough to selectively thin to forest prescription without compromising production.



- **2006 Tigercat 726E Mulcher** ✱

This new Tigercat is designed exclusively for mulching with 300 horsepower and attachment hydraulics of 84 gallons per minute @ 4800 psi. The 726E is 10'6" overall width with 32" ground clearance. This allows for safe and productive work on steep slopes and difficult terrain.

**Equipment cleaning:** WRR will ensure that this equipment is washed free of debris and material that could hold seeds of noxious weeds and is ready for inspection before arriving on Lory State Park.



- **West Range Reclamation Hand Crew**

We have up to seven highly skilled men for thinning, pilling, slashing, reforestation, and firefighting. Our foreman Juvenal Rodriguez (center) has over forty years of forestry experience as a top foreman for Pacific Northwest companies. We have assembled a small but efficient crew of experienced men who Juvenal has worked with over the years.

We will achieve the objectives for this project using the equipment and manpower listed above.

This project has 5 primary objectives:

- Construct two fuelbreaks and three fuel modification areas.
- Reduce fuel loading to decrease the chance of fire passing to or from private lands to the west and to the north.
- Reduce levels of dwarf mistletoe to improve park aesthetics and forest resistance to insects and disease.
- Reduce the number of Douglas-fir on the northern slopes.
- Maintain or enhance recreational settings and wildlife habitat.

- Two Units (FB-1 and FB-3) are on ridge tops and part of a fuelbreak system. The other three Units (FH-1b, FH-3a, and FH-4) are on a high-elevation bench along the west edge of the Park. They are to be thinned for fuel hazard reduction as well as forest health improvement.
- All Units are considered forested although there are occasional open areas and more dense clumps of trees. Average crown closure is approximately 60%.
- Most of the ponderosa pine in all units are infected with dwarf mistletoe increasing their susceptibility to insect and disease attack that could cause wide spread tree mortality. in the NE corner where the slope is over 30%. In Unit FB-1 there is some surface rock present and there is a short steep slope on the north end.

**Safety Plan:** Professional quality 48" metal signs warning of flying debris and work zones can be posted at all access routes leading in and out of the worksite, if requested. Our company chose horizontal shaft mulching attachments over vertical shaft rotary ax attachments for several reasons including safety. In the Fecon, materials to be shredded are drawn up inside the machine and forced against two sets of knives. The force of the rotor is directed downward, using the ground as the anvil; and not spraying debris laterally like vertical shaft heads. Shredding action is contained within the Fecon, leading to a much safer work environment.

**Fire Plan:** Whenever any of these heads contact rock, they can throw sparks. If there is an ignition, the operator can run over the fire with the Fecon in the ground and snuff it out. During fire season, we will check daily fire levels and cease operations when activity levels reach emergency precautions. All vehicles and machines will be equipped with a shovel and fire extinguisher. If fire hazards warrant, we have available a portable fire suppression unit with 300 gallon water tank, 250ft of hose and a 21hp engine driven pump.

**Quality Assurance:** We will continually check our work quality against the standards specified in this task order. A non-working foreman will monitor work quality for the first couple of days on the project and at the start of each unit, if necessary. If there is a recurring problem with our work, a monitoring program will be implemented and performed on a regular basis to achieve specifications.

# Past Examples of Similar Work

## Several projects completed recently with challenges relevant to this assignment:

- **Durango Hills Mowing and Timber Removal:** Located on the San Juan National Forest east of Durango, CO. 129 acres of mulching along with 42 acres of product removal. Terrain was steep and rocky across much of the project. We used the Tigercat 726 to mulch slash resulting from logging operations as well as an additional 129 acres of mulching of non-merchantable material. We executed this job entirely in the snow and at times in excess of 2 feet. Please feel free to contact: Craig Sullivan, COR (970) 884-1422.
- **Arrowhead Subdivision HOA:** Located near Cimarron, CO. 33 acres of steep and very difficult terrain in close proximity to homes. We used the Timbco with Fecon attachment and a hand crew for areas inaccessible to the Timbco. We were the 4<sup>th</sup> contractor in five years and the only one to achieve the objectives of the association on time and on budget. We were immediately offered the sole source contract for any upcoming work at Arrowhead. Please feel free to contact: Bob Rosenbaum, Project Manager, (970) 862-8241 or Ron Benson, HOA Fire Chief, (970) 862-8365.
- **Lower North Fork / Ox Yoke:** Located near Deckers, CO. In 2005 and 2006 we have completed over 400 acres of prescribed Ponderosa Pine and mixed conifer forest thinning for Denver Water and the Colorado State Forest Service. 60% of this project was on slopes greater than 30% and 54 acres were greater than 50%. Equipment and manpower used was the Barko 930, Hydro Ax 871, Timbco 445, and handcrew. Chuck Dennis (303) 465-9043 or Kristen Garrison (303) 275-5616
- **Windy Peak OELS:** Located near Bailey, CO. In 2006 we completed 131.1 acres of prescribed Ponderosa Pine and mixed conifer forest thinning for Jefferson County Public Schools and the Colorado State Forest Service. Using the Barko 930 and handcrew, we met the forest prescription and finished the work two weeks ahead of schedule. Andy Perry, Front Range Fuels Specialist: (303) 279-9757
- **Bueno Mine / Left Fork:** Located near Boulder, CO. In June of 2006 we completed 96 acres of prescribed Ponderosa Pine and mixed conifer forest thinning for the BLM, Bueno Mining Company and the Colorado State Forest Service. Using the Barko 930 and handcrew, we met the forest prescription and finished the work three weeks ahead of the deadline. Bob Bundy, Front Range Fuels Specialist: (303) 775-2073
- **Chimney Peak Ranch:** Located near Ridgeway, CO. In 2005 we completed 540 acres of this multi year, 1,600 acre prescribed thinning and mastication project. The objectives of this project are to reduce densities of Gambel Oak by 70% in the lower elevations of the ranch and to selectively thin for diversity and quality in the ranch's mixed conifer forest to reduce fuel loads and increase forest health. The terrain is very challenging with the majority of the treatment area containing slopes greater than 30%. We use the Rubber tire machines for lesser slopes and the Timbco with Fecon for steeper slopes. Tom Cusick (ranch owner): (210) 414-1401.
- **Cow Creek Restoration Project:** Located near Gateway, CO. This project was 332 acres of piñon and juniper mastication in an effort to restore dwindling deer winter range habitat. We used the Hydro Ax 871 and Fecon BH250 to masticate trees up to 12" DBH. Please contact Julie Grode with the U.S. Forest Service, Grand Valley District Office at (970) 242-8211
- **Western Area Power Administration, Emergency Project:** Craig Field Office. WAPA discovered trees growing dangerously close to their 300,000 volt Buffalo Pass line last summer. We used our Timbco and 20" bunching shears to cut and windrow all trees under a 1.5 mile span of line. WAPA followed with their tracked chipper. The crew was amazed at the slope the Timbco was able to maneuver. We returned power to this line 24 hours ahead of schedule at a cost of 4 times less than the next closest bid. Dave Tiede, WAPA Craig Forman: (970) 240-6233.

Attached is a copy of our general liability insurance and a "Work History" spreadsheet that lists every job we have done in the past three years. Feel free to call any contact for more information. You may also visit our website at [www.westrangereclamation.com](http://www.westrangereclamation.com)



## West Range Reclamation, LLC

## Work History

Completion DATE	CATEGORY & TREATMENT	CLIENT	CONTRACT or PO # JOB TITLE	LOCATION	CONTACT and PHONE #	% PAY	CONTRACT ACRES
4/11/2007	<b>Grinding</b> - Barko with Fecon	Western Area Power Administration	DE-AM65-06WJ23025 "Task Order 00-06"	Montrose, CO	Ron Turley (970) 240-6232	100%	52 acres
4/6/2007	<b>Logging/Grinding</b> - Timbco with Processor Head, Tigercat with Fecon	Western Area Power Administration	DE-AM65-06WJ23025 "Tie Siding 00-07"	Tie Siding, WY	Ron Turley (970) 240-6232	100%	5.2 miles
2/15/2007	<b>Specialized Logging</b> - Removal of danger trees under transmission lines	Western Area Power Administration	DE-AM65-06WJ23025 "Buffalo 00-05"	Steamboat, CO	Ron Turley (970) 240-6232	100%	Selected trees
1/24/2007	<b>Grinding/Mulching</b> - Timbco with Fecon	CO State Forest Service	P321595 Lower North Fork Unit Restoration Thinning - Blk 4 C	Conifer, CO	Kristin Garrison (303) 275-5616	100%	56
1/22/2007	<b>Site Preparation</b> - Barko w/ Fecon	NexGen Constructors	Private	Eagle, CO	Derek Woodland (970) 376-4361	100%	889,648 ft
1/15/2007	<b>Grinding/Mulching</b> - Tigercat with Fecon	US Forest Service Rocky Mtn Region	AG-82X9-C-06-0275 Durango Hills Mowing & Timber Removal Project	Durango, CO	Craig Sullivan (970) 884-1422	100	129
1/11/2007	<b>Site Preparation</b> - Barko w/ Fecon	NexGen Constructors	Private	Eagle, CO	Derek Woodland (970) 376-4361	100%	12000ft
1/8/2007	<b>Grinding/Mulching</b> - Barko with Fecon	Nottingham Ranch Company	Stump Park	Burns, CO	Susan Nottingham (970) 653-4449	100%	188.6
11/13/2006	<b>Mastication</b> - Timbco with Fecon, Tigercat with Fecon and handcrew	Western Area Power Administration	DE-AM65-06WJ23025 "Cow Creek 00-03"	Steamboat, CO	Ron Turley (970) 240-6232	100%	5.2 miles
11/7/2006	<b>Range Improvements</b> - Brushbeating/Mowing	Colorado State Forest Service	Ute Range Improvement Project	Gunnison, CO	Bryan Ayers (970) 641-6852	100%	225
10/24/2006	<b>Range Improvements</b> - Brushbeating/Mowing	Owl Mountain Partnership Walden, CO	N/A	Walden, CO	Karen Kieborz (970) 723-0020	100%	300
10/13/2006	<b>Mastication</b> - Barko with Fecon and handcrew	Western Area Power Administration	DE-AM65-06WJ23025 "Canyon Lakes 00-02"	Cowdrey, CO	nn]n	100%	5 miles
10/12/2006	<b>Property Improvements</b> - Consolidation of debri on the Los Alamos Ash removal Project	Innovative Technical Solutions, Inc.	0627-044001201 Los Alamos Ash Removal Project	Los Alamos, NM	John England (303) 517-2095	100%	350 yds
9/15/2006	<b>Mastication</b> - Cedar removal - Timbco with Fecon, Barko with Fecon	Estancia Estates	Private	Boerne, TX	Tom P. Cusick (210) 414-1401	100%	256.3

*West Range Reclamation, LLC*  
*Work History*

	CATEGORY & TREATMENT	CLIENT	CONTRACT or PO # JOB TITLE	LOCATION	CONTACT and PHONE #	% PAY	CONTRACT ACRES
8/31/2006	<b>Range Improvements -</b> Brushbeating/Mowing	Beaver Construction	Private	Summerset, CO	Art Beavers (970) 872-2323	100%	160.9
8/14/2006	<b>Site Preparation -</b> Franklin w/ Fecon	NexGen Constructors	Private	Eagle, CO	Derek Woodland (970) 376-4361	100%	4330 ft
8/14/2006	<b>Mastication -</b> Barko with Fecon and handcrew	CO State Forest Service	<b>P320369</b> Windy Peaks OELS Fuels Reduction Project	Bailey, CO	Andy Perri (303) 279-9757	100%	131
8/11/2006	<b>Mastication -</b> Timbco with Fecon, Barko with Fecon and handcrew	CO State Forest Service	<b>P320370</b> Lower North Fork Unit Restoration Thinning	Conifer, CO	Kristin Garrison (303) 275-5616	100%	268
7/28/2006	<b>Prescribed Thinning -</b> Thinning and pruning with Hand Crew	Arrowhead Improvements Association	Private	Cimarron, CO	Bob Rosenbaum (970) 862-8241	100%	8.5
6/13/2006	<b>Range Improvements -</b> Lawson Aerator	Tom Deakins	Private	Craig, CO	Tom Deakins (970) 824-6411	100%	500
6/12/2006	<b>Mastication -</b> Barko with Fecon	CO State Forest Service	<b>P320400</b> Bueno Mine and Left Fork Thinning/Mulching Project	Boulder, CO	Bob Bundy (303) 823-5774	100%	96
5/21/2006	<b>Mastication -</b> Barko and Franklin with Fecon	CDOW - HPP of Glenwood Springs	<b>OE PBA 06HPP000041</b> Stump Park	Burns, CO	Jason Duetsch (970) 947-2920	100%	75
5/12/2006	<b>Prescribed Thinning -</b> Cedar thinning and pruning with Hand Crew	Estancia Estates	Private	Boerne, TX	Tom P. Cusick (210) 414-1401	100%	501 hrs
4/27/2006	<b>Range Improvements -</b> Lawson Aerator	Scott Brynildson	Private	Rifle, CO	Scott Brynildson (970) 230-1047	100%	270
4/21/2006	<b>Mastication -</b> Timbco with Fecon	CO State Forest Service	<b>P190903</b> Lower North Fork Thinning/Mulching Project, <b>Blks 15 B</b>	Deckers, CO	Chuck Dennis (303) 465-9043	100%	19.5
4/19/2006	<b>Site Preparation -</b> Franklin w/ Fecon	NexGen Constructors	Private	Eagle, CO	Derek Woodland (970) 376-4361	100%	7800 ft
4/19/2006	<b>Prescribed Tree Thinning-</b> Barko with Fecon Attachment, Hydro Ax with Fecon Attachment	Kactus Construction	Private	San Antonio, TX	Richard Johnson (210) 375-4450	100%	105
2/28/2006	<b>Mastication -</b> Timbco with Fecon, Hydro Ax with Fecon Attachment	CO State Forest Service	<b>P319492</b> Ox Yoke Restoration Thinning/Mulching	Deckers, CO	Chuck Dennis (303) 465-9043	100%	97

## West Range Reclamation, LLC

## Work History

Completion DATE	CATEGORY & TREATMENT	CLIENT	CONTRACT or PO # JOB TITLE	LOCATION	CONTACT and PHONE #	% PAY	CONTRACT ACRES
2/27/2006	<b>Prescribed Thinning-</b> Hand Crew, Mustang with Chipper, Fecon, Grapple, & Tree Sheer, Morbark 2036 Chipper, Hydro Ax w/ Chipper	CO State Forest Service & State Parks	<b>P319603</b> Gap Road Hazard Fuel Reduction	Golden, CO	Brenda Wasielewski (303) 489-3597	100%	25
1/25/2006	<b>Site Preparation -</b> Franklin w/ Fecon	NexGen Constructors	Private	Eagle, CO	Derek Woodland (970) 376-4361	100%	6,160 ft
12/31/2005	<b>Mastication -</b> Hydro Ax with Fecon Attachment	USDA Forest Service Grand Valley District Office Grand Junction, CO	<b>UPRP-QCP 11</b> Cow Creek restoration project	Uncompaghere Plateau Gateway, CO	Julie Grode (970) 270-4867	100%	332
12/22/2005	<b>Prescribed Thinning-</b> Hand Crew, Mustang with Chipper, Fecon, Grapple, & Tree Sheer, Morbark 2036 Chipper	CO State Forest Service & State Parks	<b>P319995</b> Damascus Road Hazard Fuel Reduction	Golden, CO	Brenda Wasielewski (303) 489-3597	100%	11.1
12/12/2005	<b>Range Improvements -</b> Lawson Aerator	DOW - North Fork Gunnison HPP, Gunnison, CO	<b>OE PBA 06HPP000010</b> Black Ridge Lawson Aerator & Private lands	Crawford, CO	Jim Sazma (970) 240-5314	100%	125
12/5/2005	<b>Range Improvements -</b> Lawson Aerator	Andy Pipher	Private	Crawford, CO	Andy Pipher (970) 921-6222	100%	24
11/25/2005	<b>Range Improvements -</b> Brush Beating/Mowing	USDA Forest Service Gunnison, CO	<b>P319858</b> Ute Lands	Gunnison, CO	Bryan Ayers (970) 641-6852	100%	200
11/19/2005	<b>Range Improvements -</b> Dixie Harrow	BLM Montrose, CO	<b>CSP050079</b>	Gunnison, CO	Sandy Brothwick (970) 642-4450	100%	124
11/19/2005	<b>Range Improvements -</b> Lawson Aerator	BLM Montrose, CO	<b>CSP050080</b>	Gunnison, CO	Sandy Brothwick (970) 642-4450	100%	119
11/10/2005	<b>Range Improvements -</b> Brush Beating/Mowing	BLM Montrose, CO	<b>CSP050078</b>	Gunnison, CO	Sandy Brothwick (970) 642-4450	100%	86
11/5/2005	<b>Range Improvements -</b> Dixie Harrow	Owl Mountain Partnership Walden, CO	N/A	Walden, CO	Kirk Snyder (970) 723-4625	100%	108
11/7/2005	<b>Mastication -</b> Hydro Ax with Fecon Attachment	Steve & Curielle Duffy	Private	Crawford, CO	Steve Duffy (970) 921-7467	100%	20
10/27/2005	<b>Range Improvements -</b> Dixie Harrow	USDA Forest Service Fort Collins, CO	<b>AG-82FT-C-05-7048</b>	Medicine Bow- Routt National Forest/Thunder Basin National Grassland	Randy Lownes (970) 723-8204	100%	120

*West Range Reclamation, LLC*  
*Work History*

Completion DATE	CATEGORY & TREATMENT	CLIENT	CONTRACT or PO # JOB TITLE	LOCATION	CONTACT and PHONE #	% PAY	CONTRACT ACRES
10/27/2005	<i>Range Improvements -</i> Brush Beating/Mowing	BLM Western Slope Craig, CO	<b>CSP050045</b>	North Park, CO	Chuck Cesar (970) 724-3012	100%	195
10/21/2005	<i>Range Improvements -</i> Brush Beating/Mowing	BLM Western Slope Craig, CO	<b>CSP050044</b>	Middle Park, CO	Chuck Cesar (970) 724-3012	100%	700
10/21/2005	<i>ROW Clearing -</i> Timbco w/ Shear Head	Department of Energy - Western Area Power Administration Loveland, CO	<b>DE-AP65-05WJ70486</b>	Toponas, CO	Dave Tiede (970) 824-8877	100%	2 miles
10/10/2005	<i>ROW Clearing -</i> Timbco w/ Shear Head	Department of Energy - Western Area Power Administration Loveland, CO	<b>DE-AP65-05WJ71025</b>	Steamboat, CO	Dave Tiede (970) 824-8877	100%	1/2 mile
10/10/2005	<i>ROW Clearing -</i> Timbco w/ Shear Head	Department of Energy - Western Area Power Administration Loveland, CO	<b>DE-AP65-05WJ70984</b>	Steamboat, CO	Dave Tiede (970) 824-8877	100%	1 mile
9/30/2005	<i>Mastication -</i> Timbco w/ Fecon, Hydro ax w/ Fecon, Franklin w/ Fecon.	Abbott Ranches, LLC	Private	Summerset, CO	Tom Abbott (970) 249-9798	100%	365
9/29/2005	<i>Range Improvements -</i> Lawson Aerator	Dry Fork Ranch	Private	Craig, CO	Chad Green (970) 826-0738	100%	250
9/19/2005	<i>Range Improvements -</i> Lawson Aerator	U.S. Forest Service Uncompahgre Plateau Project Delta, CO	<b>N/A</b> Sims Mesa and Transfer Road Exclosure Sites	Montrose, CO	Steve Monson (801) 489-5059	100%	Research Plots 12 acres
9/16/2005	<i>Prescribed Thinning -</i> Cut & Pile with Hand Crew	BLM Lander, WY	<b>KAP052032 -</b> Crooks Mountain	Lander, WY	Tim Kramer (307) 332-8431	100%	73
9/15/2005	<i>Site Preparation -</i> Franklin w/ Fecon	NexGen Constructors	Private	Eagle, CO	Derek Woodland (970) 376-4361	100%	4,500 ft
9/8/2005	<i>Range Improvements -</i> Lawson Aerator	Southern Ute Indian Tribe	Private	Ignacio, CO	Aran Johnson (970) 563-0130	100%	270
8/31/2005	<i>Range Improvements -</i> Lawson Aerator	Scenic Mesa Ranch	Private	Hotchkiss, CO	Julie Littlefield (970) 921-3377	100%	195
8/24/2005	<i>Prescribed Thinning -</i> Cut & Pile	BLM Lander, WY	<b>KAQ052034 -</b> Cottonwood CG TU3	Lander, WY	Tim Kramer (307) 332-8431	100%	22.5
8/20/2005	<i>Range Improvements -</i> Lawson Aerator	Diamond H Ranch	Private	Baggs, WY	Kenny Hyatt (863) 692-2295	100%	140

## West Range Reclamation, LLC

## Work History

Completion DATE	CATEGORY & TREATMENT	CLIENT	CONTRACT or PO # JOB TITLE	LOCATION	CONTACT and PHONE #	% PAY	CONTRACT ACRES
8/8/2005	<b>Range Improvements -</b> Lawson Aerator	Nottingham Ranch Company	Private	Burns, CO	Susan Nottingham (970) 653-4449	100%	1100
8/5/2005	<b>Mastication &amp; Thinning -</b> Timbco w/ Fecon attachmnt, Hand Crew - lop & scatter	Arrowhead Improvements Association	Private	Cimarron, CO	Bob Rosenbaum (970) 862-8241	100%	33
8/3/2005	<b>Prescribed Thinning -</b> Cut & Pile	BLM Lander, WY	<b>NAC040241</b> Willow Creek Aspen Stewardship Project	Lander, WY	Tim Kramer (307) 332-8431	100%	42
7/26/2005	<b>Range Improvements -</b> Brush Beating/Mowing	BLM Western Slope Grand Junction, CO	<b>CEPO50024</b> Deer Pen Mechanical II Fuels Treatment	Burns, CO	Dan Solko (970) 947-2810	100%	99
7/18/2005	<b>Range Improvements -</b> Brush Beating/Mowing	DOW - HPP and BLM of Glenwood Springs, CO	<b>N/A</b> Cedar Creek Vegetation Treatment	Burns, CO	Mike Kinser (970) 947-2818	100%	80
7/5/2005	<b>Mastication -</b> Timbco with Fecon attachment (Phase 2)	Chimney Peak Ranch	Private	Ridgeway, CO	Tom P. Cusick (210) 414-1401	100%	540
6/16/2005	<b>Rangeland Improvements -</b> Lawson Aerator	BLM - Utah Salt Lake City, UT	<b>JSD054067 -</b> Home Ranch Brush Crunching	Woodruff, UT	Dan Washington (801) 558-8055	100%	160
5/27/2005	<b>Thinning -</b> Clean up, Cut & Pile	Flying Y Cattle Company	Private	Laramie, WY	Dave Whitmann (307) 745-5929	100%	17
12/4/2004	<b>Range Improvements -</b> Lawson Aerator	Odle Cattle Company	Private	Brush, CO	Jim Odle (970) 842-5566	100%	630
11/30/2004	<b>Range Improvements -</b> Brush Beating/Mowing	BIA - Wind River Agency	<b>SMC58040062 -</b> Sandhills Hazard & Table Mountain Hazard Fuel Reduction Projects	Fort Washakie, WY	Cal Anaker (307) 332-4408	100%	427
11/9/2004	<b>Range Improvements -</b> Brush Beating/Mowing	CO State Forest Service	<b>Q067588</b>	Gunnison, CO	Bryan Ayers (970) 641-6852	100%	200
10/28/2004	<b>Range Improvements -</b> Lawson Aerator	DOW - Gunnison HPP, Gunnison, CO	<b>OE PBA 05HPP000059</b> Monson Vegetation Treatment	Gunnison, CO	Paul Jones (970) 641-7073	100%	160
10/20/2004	<b>Range Improvements -</b> Brush Beating/Mowing	DOW Gunnison, CO	<b>OE PBA 5000000204</b> Dutch Gulch	Gunnison, CO	Paul Jones (970) 641-7073	100%	320
10/14/2004	<b>Thinning -</b> Cut & Pile	BLM - Craig, CO	<b>CSP040040</b> Pumphouse Thinning	Radium, CO	Bill Wyatt (970) 724-3039	100%	40
10/11/2004	<b>Range Improvements -</b> Lawson Aerator	BLM - Craig, CO	<b>CSP040050 &amp; 51</b> Hartman Divide & Pumphouse Fuels Treatment	Radium, CO	Bill Wyatt (970) 724-3038	100%	244

*West Range Reclamation, LLC*  
*Work History*

Completion DATE	CATEGORY & TREATMENT	CLIENT	CONTRACT or PO # JOB TITLE	LOCATION	CONTACT and PHONE #	% PAY	CONTRACT ACRES
9/28/2004	<i>Mastication</i> - Timbco w/ Fecon attachmnt (Phase 1)	Chimney Peak Ranch	Private	Ridgeway, CO	Tom P. Cusick (210) 414-1401	100%	546
9/8/2004	<i>Range Improvements</i> - Lawson Aerator	Diamond H Ranch	Private	Baggs, WY	Kenny Hyatt (863) 692-2295	100%	250
8/25/2004	<i>Range Improvements</i> - Lawson Aerator	DOW - North Fork Gunnison HPP, Gunnison, CO	<i>OE PBA 05HPP000016</i> Hansen and Little Ranches	Hotchkiss, CO	Doug Homan (970) 872-2175	100%	175
8/18/2004	<i>Range Improvements</i> - Lawson Aerator	Scenic Mesa Ranch	Private	Hotchkiss, CO	Julie Littlefield (970) 921-3377	100%	770
6/21/2004	<i>Thinning</i> - Cut & Pile	DOW - Hot Sulphur Springs, CO	<i>OE PBA 04000000344</i>	Kremmling, CO	Bob Thompson (970) 724-9445	100%	85.7
6/21/2004	<i>Range Improvements</i> - Lawson Aerator	DOW - Middle Park HPP Kremmling, CO	<i>OE PBA 04HPP000019</i> Middle Park Sagebrush Treatment	Kremmling, CO	Bob Thompson (970) 724-9445	100%	227.6
4/5/2004	<i>Range Improvements</i> - Brush Beating/Mowing	BLM - Craig, CO	<i>CAD030470</i> - Douglas Mountain Brush Beating	Maybelle, CO	Dale Beckerman (970)-826-5004	100%	1,395.70
2/13/2004	<i>Range Improvements</i> - Brush Beating/Mowing & Aerating	DOW - Middle Park HPP, Kremmling, CO	<i>OE PBA 04HPP000008</i> Dunning Creek Treatment	Kremmling, CO	Bob Thompson (970) 724-9445	100%	260
1/7/2004	<i>Range Improvements</i> - Dixie Harrow	Blue Valley Ranch	Private	Kremmling, CO	John Kossler (970) 724-9852	100%	636.6
11/8/2003	<i>Range Improvements</i> - Brush Beating/Mowing	BLM - Western Slope Craig, CO	<i>CSD030043</i> Red Hill Area WUI Fuels Treatment	Gypsum, CO	Dan Sokol (970) 247-2800	100%	120
11/7/2003	<i>Range Improvements</i> - Brush Beating/Mowing	BLM - Western Slope Craig, CO	<i>CSD030063</i> Deer Pen Sagebrush Mowing	Burns, CO	Dan Sokol (970) 247-2800	100%	136
11/12/2003	<i>Range Improvements</i> - Lawson Aerator	Le Valley Ranches	Private	Hotchkiss, CO	Mark Le Valley (970) 872-3280	100%	59.8
11/19/2003	<i>Thinning</i> - Cut & Pile	BLM Montrose, CO	<i>CPP 030084</i> Becky's Thinning	Montrose, CO	Jim Cunio (970) 240-5389	100%	14
10/27/2003	<i>Range Improvements</i> - Lawson Aerator	DOW Gunnison, CO	<i>OE PBA 04000000251</i> Tomichi Dome	Gunnison, CO	Paul Jones (970) 641-7073	100%	185
10/18/2003	<i>Range Improvements</i> - Lawson Aerator	BLM - Montrose, CO	<i>CCP 030051</i>	Montrose, CO	Jim Sazma (970) 240-5314	100%	147
10/18/2003	<i>Range Improvements</i> - Lawson Aerator	Diamond H Ranch	Private	Baggs, WY	Kenny Hyatt (863) 692-2295	100%	225.6
8/25/2003	<i>Thinning - Firebreak</i> - Dozer	DOW - HPP Pueblo, CO	Mule Deer Habitat Treatment	Trinidad, CO	Al Trujillo (719) 561-5303	100%	120



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/24/2006

PRODUCER (307)745-8981 FAX (307)745-8987  
BW Insurance Agency, Inc.  
222 E Garfield St  
Box 926  
Laramie, WY 82073

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED West Range Reclamation, LLC  
36702 Fruitland Mesa Road  
Crawford, CO 81415

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Colorado Casualty Ins Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CPP 490702502	03/09/2006	03/09/2008	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	CPP 490702502	03/09/2006	03/09/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		GARAGE LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> ANY AUTO				AGGREGATE \$
						\$
		EXCESS/UMBRELLA LIABILITY				\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		<del>XXXXXXXXXXXXXXXXXXXX</del>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		EMPLOYERS' LIABILITY				E.L. EACH ACCIDENT \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT \$
		OTHER				

\* Policy was reinstated, see attached.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The certificate holder is listed as additional insured to the general liability policy but only as respects to their liability arising out of the actions of the named insured.

## CERTIFICATE HOLDER

State of Colorado, Board of Governors of  
Colorado State University System and Colorado  
State University  
Colorado State University  
Attn: Brian Ayers  
Fort Collins, CO 80523

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Carol M. McClure



**Colorado  
Casualty**<sup>TM</sup>

Member of Liberty Mutual Group

10700 E. GEDDES AVE. SUITE 300  
ENGLEWOOD, CO 80112

**Commercial Package Policy Summary Page**

**Policy Number**

From **Policy Period** To

CPP 4907025 03

03/09/2007

03/09/2008

12:01 A.M. Standard Time at your mailing address

Transaction	
Renewal Business Declaration	Renewal of CPP 4907025
<b>Named Insured and Address</b>	<b>Agent</b>
WEST RANGE RECLAMATION, LLC	BW INSURANCE AGENCY INC 4905503
36702 FRUITLAND MESA ROAD	PO BOX 926
CRAWFORD CO 81415-9405	LARAMIE WY 82073
	3077458981
<b>Business Description</b>	<b>Type Of Business</b> <b>Audit Period</b>
LANDSCAPING	LIMITED LIAB COR

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

**Coverage Part Description**

Commercial Auto  
Commercial General Liability  
Commercial Inland Marine

**Policy Premium**

\$

Pay Plan: Direct Bill

9 Payment (s)

**Forms applicable to all Coverage Parts:** See Attached Schedule (s)

These Declarations together with the common policy conditions, coverage declarations, coverage form(s), and form(s) and endorsements, if any, issued, complete the above policy.

Countersigned this 27<sup>th</sup> Day of March 2007 By Carol M. McClure

Authorized Representative

Issue Date: Thursday, March 08, 2007

CPPDEC 06 95

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/11/2006PRODUCER  
Pinnacol Assurance  
11 E Lowry Blvd  
Denver CO 80230-7006THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE  
AFFORDED BY THE POLICIES BELOW.INSURED  
WEST RANGE RECLAMATION LLC  
36702 FRUITLAND MESA ROAD  
CRAWFORD CO 81415

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Pinnacol Assurance

41190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA AGG AUTO ONLY: AGG
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below  OTHER	4085097	10/01/2006	10/01/2007	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SEE BACK OF CERTIFICATE FOR CLASS COVERAGE AND OWNERSHIP COVERAGE DETAIL

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR  
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

## AUTHORIZED REPRESENTATIVE

Charles Doggett  
Underwriter

ACORD CORPORATION 1988

ACORD 25 (2001/08)

## LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement entered into by and between **Jeffrey and Janet McClure** (Licensor) and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the Colorado State Forest Service (hereinafter referred to as "CSFS").

WHEREAS, CSFS has requested access to and the right to enter upon the land described herein below (the "Property"), for the purposes described below that are related to the CSFS's mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to CSFS upon the terms and conditions set forth in this Agreement;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

A. License Grant. The Licensor grants to CSFS, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the "Licensees"), a non-exclusive, paid-up license to enter upon the Property during the term hereof, without prior notice, for the purposes described below. Licensor may revoke such license at any time by written notice to CSFS in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. Description of Property. This License concerns the following Property: **Larimer County parcel numbers 07110-00-043 and 07111-00-033. Also identified as 111.4 acres in the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , and the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 11, Township 7 North, Range 70 West.**
2. Effective Dates. This License shall be effective beginning on **February 12, 2007** and shall terminate on **December 31, 2007**. The parties may by mutual agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed.
3. Purpose. This agreement applies to CSFS for the purpose of conducting the following activities (*check all that apply*)
  - ☐ to cut timber as a fire mitigation measure and to remove the downed timber from the Property;
  - ☐ to conduct a timber sale on the property, collect and retain all proceeds, and remove any unsold materials;
  - X to perform the following other activities: **Drive on the Licensor's private unimproved road between the west end of Red Cedar Drive and the northwest gated entrance into Lory State Park. The private road will be used by the business under contract with the State of Colorado (Contractor) specifically for the Lory State Park Forest Health and Fuels Reduction Project. This use will include one trip in and out by no more than five mechanical mastication machines and a few trips a day by machine operators and service vehicles. Use of the private road will also include daily trips by Colorado State Forest Service and Colorado State Parks employees in pickup-type or four-wheel drive vehicles to monitor work progress. Activities will also include removal of an unused gate post specified by the Licensor on the**

**Licensor's property and the placement or improvement of effective drainage features and/or structures as necessary for proper road drainage on three road corners specified by the Colorado State Forest Service on the Licensor's property.**

4. License Fee. Licensee shall pay a fee to Licensor in the amount of \$0 for the entire term of this License. Payment shall be remitted within 30 days after the effective date hereof.

B. Release of Liability. CSFS hereby releases the Licensor from all liability or responsibility for injury that the Licensees, or any of them, may suffer as a result of or in connection with his/her entering upon the Property (except for injuries caused by the negligent or intentional acts of the Licensor).

C. Liability of Licensee. The Parties understand and agree that the liability of the State of Colorado, the Board of Governors of the Colorado State University System, and CSFS is at all times herein governed and controlled by the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq. (as now or hereafter amended), and that contractors to CSFS that are not themselves governmental entities may not be protected under said Act. Contractors shall be required to provide reasonable proof of general liability insurance, prior to undertaking work for CSFS on the Property.

D. Additional Terms and Conditions.

1. **Notices.** All notices required to be given under this License shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are:

**CSFS:**

Colorado State Forest Service  
Office of the Director  
Attn: Tom Wardle  
203 Forestry Bldg.  
5060 Campus Delivery  
Fort Collins, CO 80523-5060

**LICENSOR:**

**Jeffrey and Janet McClure**  
**1421 Linden Lake Road**  
**Fort Collins, CO 80524**

With a copy to:


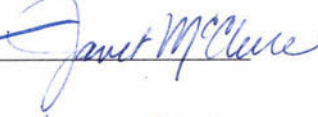
Office of the General Counsel  
01 Administration Bldg.  
0006 Campus Delivery  
Fort Collins, CO 80523-0006

2. **Non-Assignment.** Except as specifically permitted under section A herein above, CSFS shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.


3. **Legal Authority.** The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.
4. **Non-Assignment.** Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor=s assignment or sublicense in violation of this section.
5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
7. **Amendment.** No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
8. **Waiver.** The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
9. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
10. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
11. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (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 or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

**LICENSOR:**

By:    
Jeffrey McClure JANET McClure  
Print Name & Title

**Board of Governors of the Colorado State  
University System, acting by and through  
Colorado State University:**

By:   
Jeff Jahnke  
Director, Colorado State Forest Service

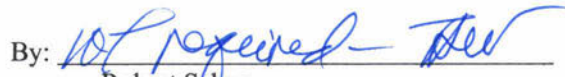
**CORPORATIONS:**

(A corporate seal or attestation is required.)

**APPROVED AS TO FORM:**

Attest (Seal)

By: \_\_\_\_\_  
(Corporate Secretary or Equivalent)

By:   
Robert Schur  
Associate Legal Counsel

Dyce Gayton  
Red Cedar Drive Road Association  
6108 Red Cedar Drive  
Bellvue, CO 80512  
295-6761 (work)  
495-0451 (home)

Denise White  
Colorado State Forest Service  
Foothills Campus, CSU  
5060 Campus Delivery  
Fort Collins, Colorado 80523-5060

Dear Denise:

I have reviewed the conditions for use of Red Cedar Drive by the Colorado State Forest Service as outlined in your letter dated December 6, 2006. The Association accepts these conditions for the period of January 1, 2007 to December 31, 2007 for implementation of the Lory State Park West Side Fuelbreaks & Hazard Reduction Project.

Please contact me to assess the condition of Red Cedar Drive prior to beginning the 2007 contract.

Many of the residents of Red Cedar Dive have expressed their appreciation of the forest health and fuel reduction activities completed by the Colorado State Forest and Lory State Park.

Sincerely,

/s/ Dyce Gayton

President  
Red Cedar Drive Road Association

cc: Kathy Seiple



**Fort Collins District**  
Foothills Campus, CSU  
5060 Campus Delivery  
Fort Collins, Colorado 80523-5060  
(970) 491-8660  
FAX (970) 491-8645

December 6, 2006

Dyce Gayton  
Red Cedar Drive Road Association  
6108 Red Cedar Drive  
Bellvue, CO 80512

Dear Dyce:

I am writing as a follow-up to our phone conversation last month regarding the use of Red Cedar Drive. As discussed, the Colorado State Forest Service and Colorado State Parks would like to use Red Cedar Drive to access the Lory State Park West Side Fuelbreaks & Hazard Reduction Project. Below are the details and stipulations for the use of Red Cedar Drive.

1. The Project includes 140 acres of fuels reduction, fuelbreak creation, and dwarf mistletoe removal between the dates of January 1, 2007 and December 31, 2007.
2. Specific activities to reach these goals include thinning live trees, creating small clearcuts, and removing some dead trees.
3. These activities will be completed mostly by mechanical mastication machinery.
4. Slash from these operations will be masticated and left in place.
5. Red Cedar Drive will be used by the business under contract with the State of Colorado (Contractor) specifically for the Lory State Park West Side Fuelbreaks & Hazard Reduction Project. This use will include one trip in and out by five or fewer mechanical mastication machines and likely no more than three trips a day by machine operators and possibly a crew in a pickup type or service vehicle.
6. If the mechanical mastication machines drive on the road when it is icy or snow-covered, a smaller vehicle will drive at least two hundred feet in front of the machine and will warn road users of the machine's presence.
7. Use of Red Cedar Drive will also include daily trips by Colorado State Forest Service and Colorado State Parks employees in pickup type or four-wheel drive vehicles to monitor work progress.
8. Semis and trailers used to haul mastication machines will not be driven on Red Cedar Drive. All equipment will be stored on Lory State Park property.
9. The existing condition of Red Cedar Drive is adequate for this project.
10. The condition of Red Cedar Drive will be documented by a State employee and Dyce Gayton prior to use by the Contractor.
11. In exchange for use of the road, the Colorado State Forest Service will give Red Cedar Drive Road Association \$1,000 worth of recycled asphalt.

12. Any damage to Red Cedar Drive by State employees or the Contractor will be repaired as soon as practical or necessary for travel.
13. This use of Red Cedar Drive will only include State employees and the Contractor.
14. The use of Red Cedar Drive by the State for any future projects will be negotiated with Red Cedar Drive Road Association.

If you have any questions or concerns about these items, please call me as soon as possible at (970) 491-8348. Also please respond with a letter or email if you and the Red Cedar Drive Road Association agree with these details and stipulations.

Thank you for accommodating the State by approving this additional use of Red Cedar Drive and therefore assisting Lory State Park in attaining its goals for fuel reduction. I am certain the residents of Red Cedar Drive will be pleased by the outcome.

Sincerely,

/s/Denise White  
Forester, Fort Collins District

INTERAGENCY AGREEMENT

Agency or Department Name

Department or Agency Number

Contract Routing Number

THIS contract, made this \_\_\_\_ day of \_\_\_\_\_ 2006, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Division of Parks and Outdoor Recreation, hereinafter referred to as Parks, and Board of Governors of the Colorado State University System by and through Colorado State University on behalf of the Colorado State Forest Service hereinafter referred to as CSFS.

## Recitals:

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this contract. Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

NOW THEREFORE, it is hereby agreed that

1. Statement of Work and Responsibilities

a. Services will be provided by CSFS and are detailed in the attached scope (attachment A). CSFS will not conduct mitigation actions to be paid for out of these funds beyond what is specified by this agreement.

b. All CSFS mitigation actions will be planned and designed in writing and submitted to State Parks for review and approval before CSFS posts any contract work and before any site work begins.

c. All activities that will be longer than three months in design or implementation phases will require monthly meetings with State Parks or written reports to State Parks to track progress.

d. CSFS will be responsible for obtaining the necessary permits and approvals from other agencies (USACOE, USFWS, USEPA, etc.) for all mitigation actions, and all actions will be in accordance to local, state and federal laws.

2. Payment Amount and Billing Procedure

In consideration of the obligation of CSFS to perform in accordance with paragraph one, Parks will transfer \$34,650 upon satisfactory completion of performance. This amount will be spent as budgeted in Attachment B (Project Cost Worksheet).

3. Performance Term. The term of this interagency agreement is the date approved by the State Controller or his designee through June 30, 2009.4. Availability of Funds. Payment pursuant to this agreement, if in any part federally funded, is subject to and contingent upon the continuing availability of federal funds for the purposes

hereof. If any of said federal funds become unavailable, as determined by the department, either party may immediately terminate or seek to amend this agreement.

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

5. Record Keeping Requirements. CSFS shall maintain a complete file of all records, documents, communications and other material which pertain to this agreement for a period of three (3) years from the date of final payment under this agreement, unless Parks requests that the records be retained for a longer period.
6. CSFS shall permit Parks and federal agency monitoring and auditing of records and activities which are or have been undertaken pursuant to this agreement.
7. Except as otherwise provided, the duties and obligations of CSFS shall not be assigned, delegated or subcontracted except with the express prior written consent of Parks. All subcontractors will be subject to the requirements of this agreement.
8. Except as otherwise stated this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are expressly or impliedly provided herein.
9. This Interagency Agreement constitutes the entire Agreement between the parties. All amendments and/or changes shall be by written instrument executed by the parties hereto. The parties hereto have caused this Interagency Agreement as of the date set forth below by their duly authorized representatives. The rights and responsibilities of the parties under this contract shall not be assignable without the prior written approval of Parks.
10. Any failure of either party to performance in accordance with the terms of this agreement shall constitute a breach of the agreement. Any dispute concerning the performance of this agreement which cannot be resolved at the divisional level shall be referred to superior departmental management staff designated by each department. Failing resolution at that level, disputes shall be presented to the executive directors of each department for resolution. Failing resolution by the executive directors, the dispute shall be submitted in writing by both parties to the State Controller, whose decision on the dispute shall be final.
10. Any of the parties shall have the right to terminate this agreement by giving the other party 30 days notice. If notice is given, the agreement will terminate at the end of 30 days, and the liabilities of the parties hereunder for further performance of the terms of the agreements shall thereupon cease, but the parties shall not be released from duty to perform up-to-the-date of termination.
11. For the purpose of this contract, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For CSFS:

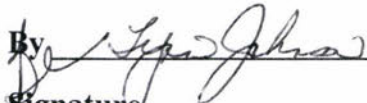
Betty Eckert  
Colorado State University  
Sponsored Programs 2002  
Fort Collins, Colorado 80523-2002  
(970) 491-1554 Phone  
(970) 491-6147 Fax  
email: betty.eckert@research.colostate.edu

For Parks:

State of Colorado  
Department of Natural Resources  
Division of Parks and Outdoor Recreation  
1313 Sherman Street #618  
Denver, Colorado 80213  
Attn: Rob Billerbeck  
(303) 866-3203 x341  
email: rob.billerbeck@state.co.us

12. Controller's Approval. This interagency agreement shall not be deemed valid until it has been approved by the State Controller or a designated delegate of the State Controller.

**BOARD OF GOVERNORS OF THE  
COLORADO STATE UNIVERSITY BY  
& THROUGH COLORADO STATE  
UNIVERSITY**

By   
Signature

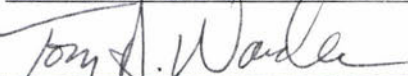
\_\_\_\_\_  
Title

**COLORADO DEPARTMENT OF  
NATURAL RESOURCES, DIVISION OF  
PARKS AND OUTDOOR RECREATION**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Colorado State Forest Service**



Signature  
Asst. State Forester

\_\_\_\_\_  
Title

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

**STATE CONTROLLER:**

Leslie M. Shenefelt

By \_\_\_\_\_

Date \_\_\_\_\_

**Attachment A  
Scope of Services  
Lory State Park  
2006 Fuels Management Program**

**Project Name:** West Side Fuelbreaks and Hazard Reduction

**Date Prepared:** May 19, 2006

**Prepared by:** Jerry E Schmidt, Land Stewardship Associates LLC

**Type of Project:**

<input checked="" type="checkbox"/>	<i>Vegetation Treatment</i>	<input type="checkbox"/>	<i>Prescribed Fire</i>
<input type="checkbox"/>	<i>Tree/Shrub Planting</i>	<input type="checkbox"/>	<i>Defensible Space</i>
<input type="checkbox"/>	<i>Re-vegetation</i>	<input type="checkbox"/>	<i>Other (describe)</i>

**Good Neighbor Project:** ☐ Yes ☒ No

**Property or Parcel Name:** Lory State Park (hereinafter referred to as park)

**County:** Larimer

<b>Total acreage:</b>	Unit FB-1 = 49 ac	Unit FH-1b = 36 ac
		Unit FH-3a = 9 ac
	Unit FB-3 = 14 ac	Unit FH-4 = 32 ac

Total 140 acres

**Project Description:**

**Treatment Goals:**

- Construct two fuelbreaks
- Reduce fuel loading to decrease the chance of fire passing to or from private lands to the west and to the north.
- Reduce levels of dwarf mistletoe to improve park aesthetics and forest resistance to insects and disease.
- Reduce the number of Douglas-fir on the northern slopes.
- Maintain or enhance recreational settings and wildlife habitat.

**Existing Conditions:**

- All treatment units are classified as Ponderosa Pine Woodland. There are a few clumps of mountain mahogany, Douglas-fir and a scattering of Rocky Mountain juniper.

- Two Units (FB-1 and FB-3) are on ridge tops are intended to be part of a fuelbreak system. The other two Units (FH-1b and FH-4) are on a high elevation bench along the west edge of the Park and are to be thinned for fuel hazard reduction as well as forest health improvement.
- All Units are forested while there are occasional open areas and more dense clumps of trees. Average crown closure is about 60%.
- In all units a predominate amount of the ponderosa pine are infected with dwarf mistletoe increasing their susceptibility to insect and disease attack that could cause wide spread tree mortality.
- The Units are very operable, with slopes less than 30% in most places. In Unit FH-1b there is one small area, in the NE corner, where the slope is over 30%. In Unit FB-1 there is little surface rock present and on the north end there is a short steep slope.
- Access to all units is over a poorly maintained 4x4 wheel drive road.
- **FB 1** is approximately one mile long and includes approximately 49 acres. The slope is generally 0-25%. There is an abundance of fuel ladders within the unit. The presence of dwarf mistletoe is severe throughout most of the unit. The southeast end has less dwarf mistletoe with a scattering of large and medium-sized trees not infected. Douglas-fir of all ages is prevalent along most of the northeast side of the ridge. There are a few rock outcrops that limit operability along the southeast side of the ridge. The access road on FB 1 is more of a two track trail than a constructed road.
- **FB 3** is approximately 1/3 mile long and includes approximately 14 acres. Slope steepness ranges from 0-30%. There is a moderate amount of fuel ladders within the unit and the presence of dwarf mistletoe is light and spotty. There are a few small rock outcrops that limit operability on the northeast end. The access road is in its best condition on this unit and the road almost bisects the unit in half.
- **FH 1b** is located along the west edge of the park and is about 36 acres in size. Slope steepness ranges from 0-30%. There is an abundance of fuel ladders within the unit and the presence of dwarf mistletoe is moderate to heavy. There are a few openings within the unit and a steep area of small acreage on the northeast end. The area adjacent to the southwest side of FH-1b, 67 acres, was thinned by hydro-axe in May 2006. The access road travels through the northwest side and along the southwest boundary of the unit. There is a two track road, called a trail, along part of the southeast boundary of FH 1b.
- **FH 3a** is located along the northeast side of FB 1 and is about 9 acres in size. Slope steepness ranges from 0-30%. There is an abundance of fuel ladders within the unit and the presence of dwarf mistletoe is heavy. The primary forest vegetation is both ponderosa pine and Douglas-fir very similar to the southeast end of FH 1b.
- **FH 4** is approximately 32 acres. Slope steepness ranges from 0-30%. There is an abundance of fuel ladders within the unit and the presence of dwarf mistletoe is moderate to heavy. There are a few openings within the unit. The private land adjacent to the northwest side of FH4 is an open pasture and meadow. The access road travels through the west side of the unit.

**Table 1: Existing Conditions of Units and Blocks**

<b>UNIT - BLOCK</b>	<b>BASAL AREA (SQ FT/ACRE)</b>	<b>STEMS (#/ACRE)</b>	<b>AVE DBH (IN)</b>	<b>AVE HEIGHT (FT)</b>
<b>FB-1</b>	40 to 100	140 to 1120	Ave 6 inches 2 to 8 inches	10 – 40 feet
<b>FB-3</b>	100 to 120	300 to 500	Ave 4 inches 2 to 14 inches	20 feet
<b>FH-1b</b>	80 to 120	100 to 700	Ave 5 inches 4 to 10 inches	40 feet
<b>FH-3a</b>	100 to 120	200 to 1120	Ave 4 inches 4 to 10 inches	40 feet
<b>F H-4</b>	80 to 160	200 to 900	Ave 3 inches 3 to 12 inches	15 to 50 feet

\*Note: Where more than two generations dominate the units a range of average size classes are shown.

### **Treatment Prescription:**

#### **FUELBREAK TREATMENT UNITS**

**FB 1 and FB-3** These two units are ridge-top units to be prepared for part of a fuelbreak system. Some of the requirements apply to both fuelbreaks and some of the requirements are specific to FB3 or FB1 only.

#### **Requirements for both fuelbreaks FB3 and FB1**

- All trees to be removed that are less than 12 inches dbh shall be mechanically masticated and no mulched material shall be larger than four feet long and eight inches in diameter. Also, chunk depth will not exceed ten inches.
- Disposal of trees over 12 inches dbh shall include cutting the tree down and completely masticating the top down to 6 inches.
- Wherever practicable, contractor will grind 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.
- Masticate woody ground fuels.
- No more than 2 snags per acre greater than 10 inches dbh will be retained. Remove or masticate all other standing and down dead trees not currently in use by wildlife.

- Units will be thinned so that small or medium-sized trees with branches growing near the ground are not left underneath the crowns of larger trees.
- Work around and above rock outcrops.

Requirements specific only to FB 1. FB 1 will be treated in two or more blocks designated by the contract administrator.

- The treatment of FB 1 will favor healthy Douglas-fir and Rocky Mountain juniper thinned to the prescribed spacing and medium-size to large ponderosa pine with a Hawksworth rating of  $\leq 2$ . (explained below)
- Treat the demo area first for demonstration and understanding purposes.
- In the Douglas-fir stands target basal area is 30 to 60 square feet per acre (down from 100 square feet) for choosing remaining trees to be thinned. The use of a prism or angle gauge may be needed to meet the target basal area. Some live "character" trees may be left. Small isolated groups (3-6 trees) of healthy trees may be left. Residual trees or groups of trees will be left in an uneven and clumpy pattern with a representation of all diameter classes. Leave no less than 10 feet between crown edges of clumps.
- Leave no less than 10 feet between single Douglas-fir trees  $< 5$  inches dbh.
- Retain well-formed  $> 9$  inches, healthy (no dwarf mistletoe or insects) or healthy-looking (i.e. Hawksworth mistletoe rating  $\leq 2$ ) ponderosa pine and other species (thin from below).
- Remove poorly formed trees including larger trees with insect/disease that have a Hawksworth mistletoe rating  $> 2$ .
- Unless designated for retention by the contract administrator, all ponderosa pine trees less than 9 inches dbh will be masticated.

Unit FB 1 will be treated during the periods of June 15 through September 15 or November 1 through March 31. The purpose is to minimize conflict during the heavy use season for hikers and recreationists.

**Table 2a: Tree Removal Guidelines for Unit FB-1**

Size Class (DBH)	# Trees (per ac)	Max # Leave Trees (per ac)
0-3"	200 to 400	0 to 20
3-6"	100 to 300	20 to 40
6-9"	70 to 100	20 to 40
>9	40 to 80	20 to 40
<b>Totals</b>	140 to 1120	20 to 100 *1

**\*Note 1:** The guideline is not a goal or intended to be a total to be achieved but an estimation of the number of trees that might qualify for retention after the prescription factors have been applied. The maximum numbers for all size classes are not expected to be left in the same proportions on each acre. Trees retained per acre will probably range from a low of 20 per acre where they are large or where the mistletoe is the severest and up to 100 per acre where the trees are small to medium-sized.

Requirements specific only to FB3.

- Target basal area is 40 to 60 square feet per acre (down from 120 square feet) for choosing remaining trees to be thinned. Residual trees or small groups (3 to 6 trees) of trees will be left in an uneven and clumpy pattern no less than 10 feet between the crowns of individual trees or small groups with a representation of all diameter classes. Some live "character" trees may be left.
- All mistletoe infected trees will be removed.
- Leave all healthy ponderosa pine trees >12 inches dbh regardless of their proximity to other trees.
- FB 3 will be treated as one 14 acre block and not sub-divided.

**Table 2b: Tree Removal Guidelines for Unit FB-3**

Size Class (DBH)	# Trees (per ac)	Max # Leave Trees (per ac)
0-3"	50 to 100	0 to 20
3-6"	150 to 200	0 to 40
6-9"	110 to 170	10 to 40
>9	40 to 60	20 to 40
<b>Totals</b>	300 to 500	40 to 100 *1

**\*Note 1:** The guideline is not a goal or intended to be a total to be achieved but an estimation of the number of trees that might qualify for retention after the prescription factors have been applied. The maximum numbers for all size classes are not expected to be left in the same proportions on each acre. Trees retained per acre will probably range from a low of 40 per acre where they are large up to 100 per acre where the trees are small and medium-sized.

## FUEL HAZARD REDUCTION TREATMENT UNITS

- **FH 1b, FH 3a and FH 4** These three units are hazard reduction treatment units intended to improve forest health, wildlife habitat and long-term aesthetics values as well as reducing fire hazard.
  - Treat the demo area first for demonstration and understanding purposes.
  - Target basal area is 40 to 80 square feet per acre (down from 120 square feet) for choosing remaining trees to be thinned. The use of a prism or angle gauge may be needed to meet the target basal area. Some live “character” trees may be left. Small isolated groups (3-6 trees) of healthy trees may be left. Residual trees or groups of trees will be left in an uneven and clumpy pattern with a representation of all diameter classes. Leave no less than 10 feet between crown edges of clumps.
  - Leave no less than 10 feet between single Douglas-fir trees <5 inches dbh.
  - All trees less than 9 inches dbh that are mistletoe infected trees will be removed.
  - All trees to be removed that are less than 12 inches dbh shall be mechanically masticated and no mulched material shall be larger than four feet long and eight inches in diameter. Also, chunk depth will not exceed ten inches.
  - Retain well-formed, 9 inches dbh or larger, healthy (no dwarf mistletoe or insects) or healthy-looking (i.e. Hawksworth mistletoe rating  $\leq 2$ ) ponderosa pine and other species (thin from below).
- Remove poorly formed trees including larger trees with insect/disease that have a Hawksworth mistletoe rating  $>2$ .
- The contractor will masticate in a “feathered pattern” along the boundaries (not delineated by fence or road) according to the tree stand characteristics and operability. Examples are as follows: If a large tree is down across the boundary masticate the whole top and bottom; If a small clump of small trees straddle the boundary masticate the entire clump in stead of bisecting it; If there are rock outcrops along the boundary work in and out and around the rocks. In other words feather the boundary to avoid an abrupt line or linear appearing treatment boundary.
- Disposal of trees over 12 inches dbh shall include cutting the tree down and completely masticating the top down to 6 inches.
  - Where patches of dwarf mistletoe occur, cut all infected trees except larger ( $>9$ ”dbh), healthy-looking (i.e. Hawksworth rating  $\leq 2$ ) trees. All smaller infected trees may be removed.
  - Chunk depth will not exceed ten inches.

- Previously dead and down woody material should not be mulched and larger diameter down logs should be left intact as much as possible.
- All stumps will be cut as close to the ground as possible. Unless there is rock near the base of the removed tree stump height will not exceed four inches.
- Approximately 2 snags per acre will be retained. Approximately two to five existing snags being used by wildlife or snags greater than 10 inches dbh will be retained for each acre. Remove all other standing dead trees.
- There is an ephemeral stream along part of the east boundary for FH 1b that should not be driven in. Unhealthy ponderosa pine or pine in need of thinning within the drainage may be masticated. The segment of stream needing protection is marked with orange flags.
- FH 1b and FH 4 will be sub-divided and treated in two or more blocks delineated by the contract administrator. FB 3a will be treated as one 9 acre block and not sub-divided.
- Unit FH 1b and FH 3a will be treated during the periods of June 15 through September 15 or November 1 through March 31. The purpose is to minimize conflict during the heavy use season for hikers and recreationists.

**Table 2c: Tree Removal Guidelines for Unit FH 1b, FH 3a, and FH 4**

<b>Size Class (DBH)</b>	<b># Trees (per ac)</b>	<b>Max # Leave Trees (per ac)</b>
<b>0-3"</b>	150 to 300	0 to 50
<b>3-6"</b>	150 to 200	30 to 50
<b>6-9"</b>	70 to 100	30 to 50
<b>&gt;9</b>	40 to 80	30 to 50
<b>Totals</b>	100 to 1120	40 to 150 *1

**\*Note 1:** The guideline is not a goal or intended to be a total to be achieved but an estimation of the number of trees that might qualify for retention after the prescription factors have been applied. The maximum numbers for all size classes are not expected to be left in the same proportions on each acre. Trees retained per acre will probably range from a low of 40 per acre where they are large up to 150 per acre where the trees are small and medium-sized.

## **Treatment Methods and Equipment**

- The best treatment method for all units is mastication with hydro-axe combined with some falling of large trees by hand. Under separate contract a small amount of handwork will be done in FB 3, such as near rocks and where there are large leave trees that need pruning only.
- The hydro-axe should be a rubber tired 4X4 Forestry Tractor equivalent to an 861 Hydro ax or 721E Hydro ax.

## **Rationale for recommended management treatments:**

The draft Stewardship Plan (2004) for the park states:

*"It is State Parks' responsibility to protect, preserve, enhance, and manage for the use, benefit and enjoyment of the people of, and the visitors to, Colorado, the natural, scenic, and outdoor recreational area of this state" (CRS 33-10-101).*

The Forest Management Plan (1989) states:

*"maintain and improve the forest's health and aesthetics while preserving the Park's natural, scenic and educational value"*

Goals and objectives of Lory State Park include: 1) managing for recreation and resource protection, 2) maintaining plant communities in good condition, 3) concentrating on preserving areas of the vegetation communities that are currently weed free, and 4) sustaining and improving forest health and reducing wildfire risk.

The 2004 Wildfire Hazard and Mitigation Plan for Lory State Park *seeks to provide protection of natural resources in the park while reducing hazardous fuels in a manner consistent with preserving a healthy forest environment that can provide the public an opportunity to experience its resources and provide for firefighter and public safety. Restoration of a healthy forest will be sought through direct fire mitigation and through fuel treatment, harvest of forest products where appropriate, prescribed fire, mechanical treatment and other means for providing breaks in forest fuel continuity.*

*Specific goals for this plan are as follows:*

- *Protect the natural resources, ecological functions and infrastructure in Lory State Park from significant loss in a large wildfire.*
- *Reduce the potential for a stand-destroying wildfire through identification of strategic locations for fuel breaks and fuel treatment opportunities to lower the risk of wildfire.*
- *Protect ecological values, including vegetation, water quality and yield, wildlife, and air resources and social values including public safety, and historic values.*
- *Reduce wildland fire hazards and restore the functions of the ecological communities.*
- *Reduce risk from wildfire ignitions.*

To accomplish the goals listed above a small system of fuel breaks and fuel hazard reduction treatments will be developed along the west side of Lory State Park.

- Fuel-breaks provide a break in the continuity of ground fuel and tree crowns that modifies fire behavior to the extent that firefighters have a relatively safe place to make a stand. Tree crown closure will be less than forty percent and no snags will be protected within these units.
- The fuel hazard reduction treatment units are intended to improve forest health, wildlife habitat and long-term aesthetics values as well as reducing fire hazard. Together they provide an important treatment where a wildfire can more likely be contained due to less fuel continuity including a more open forest canopy.

#### **Long-term benefits:**

- Reduce wildfire hazards and risks.
- Maintain or improve the health and vigor of the forest stands.
- Reduce presence of dwarf mistletoe and susceptibility of forest stands to insects and disease.
- Maintain or improve the recreational settings and aesthetics of Park.
- Maintain or improve wildlife habitat.

#### **Future treatment maintenance:**

- Years 1, 2, and 3: treat noxious weeds.
- Year 15: Evaluate need to thin reproduction in all units again.

#### **Project Implementation:**

##### **Contract period:**

- Contractor may operate seven days a week from January 1 to December 31, except as noted below. Hours of operation will be limited to daylight hours between 7AM and 7PM seven days a week. No equipment warm-up will occur before 7AM.
- No contract extensions will be allowed for this project.

##### **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.
- Unit FB 1, FH 1b, and FH 3 will be treated during the periods of June 15 through September 15 or November 1 through March 31. The purpose is to minimize conflict during the heavy use season for hikers and recreationists.

##### **Marking:**

**The contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the contract administrator.**

- **BOUNDARY – (Blue flagging)** The unit boundary will be delineated with blue flags, except the west boundaries for FB-3, and FH-4 which are delineated by fencing. The west boundary of FH-1b is delineated partly by fencing and partly by the access road.

- DEMO AREAS – (Yellow flagging) Leave trees will be marked with yellow flags. All un-flagged trees are to be masticated. All un-flagged trees are to be masticated.
- EPHEMERAL STREAM PROTECTION – (Orange flagging) There is an ephemeral stream along part of the east boundary for FH 1b that should not be driven in. Unhealthy ponderosa pine or pine in need of thinning within the drainage may be masticated. The segment of stream needing protection is marked with orange flags.

#### **Access:**

- Access to the project area will be from North County Road 25G, a paved road north of the entrance to Lory State Park. From 25G, travel is on a narrow public gravel road (Red Cedar Drive), which winds through a subdivision for approximately 1.4 miles. Then a private road is accessed through a private locked gate. This section of road is narrower, has very steep inclines, contains sharp turns, and may require a 4-wheel drive vehicle. It is approximately 1 mile in length. A gate owned by Lory State Park is located near the property boundary. The project area begins at the gate. Unit FB-3 straddles the poorly-maintained Park access road from the gate for approximately ¼ mile SW. FH-4 is adjacent to the south side of FB-3 and it also straddles the road for a 1/5 mile south with most of the treatment area east of the road. FH-1b is adjacent to and south of FH-4 and it straddles the road for approximately ¾ of a mile to the south. The access road forms the western boundary of the project area for approximately 2500 feet. FB-1 is adjacent to the SE end of FH-1b and it straddles the road for approximately 3/4 mile in a southeasterly direction. The road condition in the south half of FH-1b and within FB-1 are very poor with one steep segment near where the two treatment units adjoin one another.
- The speed limit on Park property is 25 miles per hour. Posted and un-posted speed limits must be observed on all roads leading to the project area.
- The vehicle and trailer used to haul the masticating equipment may not be taken on Red Cedar Drive. These may be left at a designated area on Lory State Park property.
- The contractor must provide a lock for both access gates and leave the gates locked in a way that allows others access with separate locks.

#### **Roads:**

- All access roads will be kept passable at all times.
- Any significant accumulations of mulch on the access road will be removed by the contractor at the end of the 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.

- Any temporary skid trails will be approved by contract administrator prior to development.
- All temporary skid trails will be re-contoured to original condition. Placement of water bars and rolling dips (as necessary) will be the responsibility of the contractor.
- Any stream crossing will need an adequate culvert pipe.

**Additional Performance Standards:**

- Work will begin in the demonstration areas.
- All trees to be removed shall be mechanically masticated and no mulched material shall be larger than four feet long and eight inches in diameter.
- Mastication material or chunk depth will not exceed ten inches.
- 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.
- Ephemeral drainage areas will not be used as primary travel routes.
- Fuel, hydraulic fluid or other chemical spills will be reported to State Parks immediately. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall be removed and placed in covered drums or other acceptable containers for proper disposal by the contractor.
- In areas where machines have used a path repeatedly, water-bars will be installed by the contractor if the project administrator determines they are necessary.
- 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. The contractor will be charged \$20 for each significantly damaged tree that is 4 inches dbh or greater.
- 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 private land.
- Smoking will only be allowed in vehicles. Each vehicle must have a Class A 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.
- No camping will be allowed on Park property.
- It is the responsibility of the contractor to follow all rules and regulations established for Lory State Park. 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.
- Site should be left in a safe manner at the end of every workday.
- Any exposed rootballs created during this project will be removed by the contractor.
- There will be no salvage rights granted to the contractor for this project.

**Performance/damage deposits:**

- A damage deposit in the amount of 15% of the contract value will be required upon contract award. The deposit shall be in the form of cashier's check, certified check, money order, or irrevocable letter of credit payable to the CSFS. One deposit per contractor is required.
- The deposit shall be used in part or in full, to correct deficiency in any work not completed to agreement specifications. The deposit will be retained in full should the contractor fail to complete the contracted work in the time frame specified in the Independent Services Contract.
- The deposit or its balance will be released to contractor promptly upon satisfactory completion of the contract.

**Administration:**

- All treatment units together have a gross acreage of approximately 140 acres. All operable areas will be treated. However, Colorado State Forest Service (CSFS) recognizes that portions of some blocks may not be treatable due to operability restrictions from slope, rock and topography. If 90% (126 acres) 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 for the acreage completed. If the Contractor does not complete acres within each unit due to inability, the Contractor will submit a detailed invoice to Project administrator, displaying complete and incomplete acres. Project administrator will GPS completed acres to determine final completed acreage.
- Three of the project units (FB-1, FH-1b, and FH-4) are divided into two blocks. The project administrator must approve the first completed block before work may begin on the second block and the second block must be approved before starting work on a new unit. Once each unit or block is approved by the project administrator the contractor may submit an invoice for

the completed work. At the time of signing, Start and End dates will be established for each block. Contractor will only be paid if the blocks are completed by the agreed upon dates.

- Start date must be approved by contract administrator. No work will begin without the presence of the contract administrator. Work must be started within \_\_\_\_ working days of the contractor's receipt of the signed contract.
- Upon project completion, the contractor must request a final inspection by the contract administrator. This final inspection will be no later than \_\_\_\_, 200\_\_. Any additional work must be completed by \_\_\_\_, 200\_\_. Final invoicing for the work must be submitted to the contract administrator by \_\_\_\_, 200\_\_. Payment will be processed upon successful completion of the project and after final inspection is complete.

**Subcontracting:**

- All subcontractors must be approved by CSFS in writing prior to contract signing and bid approval.

**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. Machine operations should avoid driving through weed areas.
- No major reseeding effort is expected to be necessary for this project, however reseeding will be completed by the contractor in areas where work has exposed bare soil and in areas deemed necessary by the Contract Administrator in coordination with Park Resource Staff.
- Any and all reseeding will be done by Colorado State Parks in accordance with specifications provided by the State Parks Resource Stewardship Coordinator.
  - If the roads are widened, roadside berms will be reseeded with a native grass mixture. This reseeding will be done at an appropriate time of year to ensure success.
  - Skid paths and temporary roads will be reseeded with a native grass mixture.
  - All seed mixes, straw, hay materials used in re-vegetation must meet Colorado Weed-Free specifications.

**Air Quality:** NA

**Endangered and Sensitive Species:**

- Based on the above Biological Assessment (BA) the US Fish and Wildlife Service in a letter of March 24, 2005, determined the proposed hazardous fuels reduction projects "will not result in the taking of the bald eagle, Preble's meadow jumping mouse, or any Federally listed threatened or endangered species.

**Sensitive Areas to Avoid:**

- Use cautions to not damage boundary fence or propel mastication debris onto the private land.
- Use caution to not drive equipment into ephemeral stream tributary along southeast boundary of FH-1b.

**Impacts to Recreation:**

- Because the treatment units are all within low use areas the impacts will probably be negligible.

**Archeological/Cultural Resources to Avoid:**

- If unidentified cultural resources are discovered during project activities, work must be halted until the resources have been evaluated in terms of Federal Register criteria, 36 CFR 60.4, in consultation with the Colorado Historical Society.

**Other:**

- None

**Permits Needed:**

- None

## Attachment B

### Colorado State Forest Service/Colorado Division of Parks and Outdoor Recreation Fuels Management Program Project Cost Worksheet

CSFS District: Fort Collins

Project Name: FH1b, FH3a, FH4, FB1, FB3

County: Larimer

Parcel Name: Lory State Park

**Cost Elements:** Costs are: Projected   X   Actual       

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

**SALARY** ..... \$ 0.00

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

**HOURLY** ..... \$ 0.00

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

**TRAVEL** ..... \$ 0.00

**Supplies** - Cost of flagging, marking paint, etc.

**SUPPLIES** ..... \$ 0.00

**Printing & Copying** - Self explanatory

**PRINTING** ..... \$ 0.00

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

**VEHICLE** ..... \$ 0.00

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

**Contractual Services**

1. **Fuel Mitigation Service Contractor:**

**CONTRACTUAL SERVICES**...\$ 31,500

**TOTAL OTHER COSTS** ..... \$ 0.00

**SUBTOTAL** ..... \$ 31,500

**10% CSU INDIRECT** ..... \$ 3,150

**TOTAL PROJECT COST** ..... \$ 34,650

**Funding Type Requested:** *GOCO Funds*   X   *Other Funds*