Palestro, RICHARD

From:

Owen Jr, Allen

Sent:

Monday, May 07, 2012 5:44 PM

To:

Angie Busby; Russell Leadingham; Palestro, RICHARD

Subject: Attachments: Mica Mine Unit 1 Map Micah_Mine_2012.jpg

Folks,

I finished the unit layout/flagging/marking on Friday pm.

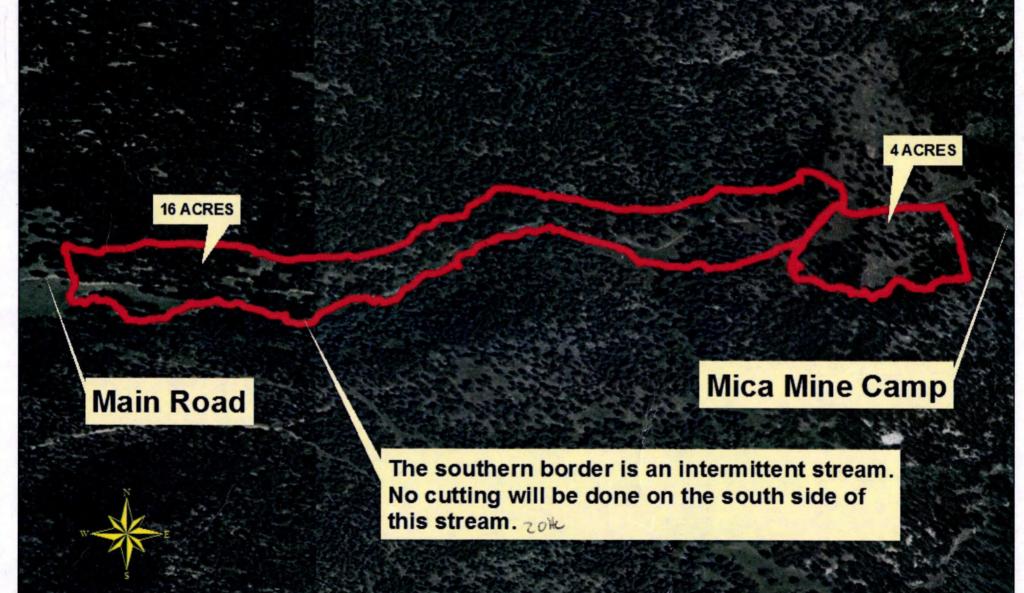
I GPS the unit at 7 acres. Map is attached.

Angie-please share with Rafael as I don't have his email. (info@calwood?)

We'll need to start tracking our project cost closer now since we'll be bumping Cal-Wood's 5K hard dollar match. (with 5K of Lefthand's grant/match is 10K total). If we treat all 7 acres on Unit 1, that 1428/acre- if we do all 7 acres. If we need to shift from Unit 1 to pinch points along the road-we'll wind down cutting Unit 1-get the remaining slash chipped and move west, on the road till the match runs out.(# total acres is fluid, cause we'll use some soft match) Angie's work on the road moving east using ESF funds is helping out greatly making the road's access safer. Rafael-I have a signed hard copy of the license to enter with me/on file here. Please weigh in as to where we want to expend the balance of cutting. Thanks

Allen Owen, CF
District Forester
CSFS Boulder
5625 Ute Hwy
Longmont, CO 80503
303-823-5774
allen.owen@colostate.edu

2012 Mica Mine Road EQIP Project



			4. 100
To:	Invoice No	7594	7
GOO LEFTHAND CANYON DE BOULDE CO 80302		State FOREST SERVICE	ko
Date: JUNE 5, 2012		1	CA.
Item	122	Unit Cost	Total
CAL-WOOD MICA MINE UNIT			Cale
2 FUELS REDUCTION ProJect	7		
3 7 Acors - Mitigations	ERVICES		
4	ERSONNEZ/LABOR MOTIVES	45/hr.	4500.00
5	Equipment - TRUCK /ATV 100Ays	30/Day	300,00
	Supplies-PAINT, FLACKING		100.00
7	DE ARCH-Equipment SDAYS	15/DM	75,00
9			all a
Tax Exempt No.	Sales Tax		-
. 1 11		Total	4975.00
	CK-CA-MO	Amount Paid:	10 / N (a)
SFS Originator		Amount Due	497500
Payment Due By JUNE 25, 2012	Ck#	Dated	11700
	Rcv'd By	F.Y.	
lemit to:	Funding	N	Amount
	1940300 4	280 49	75.00
		215	13.00
**			
		12.0	

Deposit No.

Date

I-Wood Mica Mine Unit Fuels Reduction Project-7Acres

Date	Personnel	Hours	Hrs total	Saw Days	Truck/ATV	Paint	DayTotal
Dute	rersonner	Hours	This total	Saw Bays	TruckyATV	raine	Dayrotar
19-Apr	1	5.75	5.75		\$15.00	5	\$178.25
23-Apr	2	9	18	2	\$30.00		\$440.00
24-Apr	1	3.75	3.75		\$15.00	3	\$118.95
24-Apr	2	9	18	2	\$30.00		\$440.00
25-Apr	2	9	18	2	\$30.00		\$440.00
26-Apr	2	9	18	2	\$30.00		\$440.00
30-Apr	1	5.5	5.5	1	\$30.00		\$165.00
1-May	2	7.5	15	1	\$30.00		\$355.00
2-May	2	7.5	15	1	\$30.00		\$355.00
3-May	2	7.5	15	1	\$30.00		\$355.00
4-May	1	2.75	2.75		\$15.00	2	\$89.30
8-May	3	8.5	25.5	3	\$30.00		\$615.00
9-May	3	8.5	25.5	3	\$30.00		\$615.00
14-May	1	6	6	1	\$30.00		\$175.00
15-May	1	6	6	1	\$30.00		\$175.00
16-May	1	7	7	1	\$30.00		\$195.00
22-May	1	7	7	1	\$30.00		\$195.00
29-May	2	7	14	2	\$30.00		\$360.00
	30	126.3	225.75	24		10	
			\$4,515.00	\$600	\$495.00	\$96.50	\$5,706.50

Labor Rate-\$20.00/hr per person-CTRs Paint-\$9.65/quart

aws-\$25/day

ruck-\$15/day Truck&ATV \$30/day

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this _19_ day of __April__, 20_12_by and between __Cal-Wood Education Center (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. <u>License Grant</u>. 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: [enter street address and/or legal description of property to be accessed; attach map if possible]:

 72.7 Cal-Wood Education Center, P.O. Box 347 Jamestown, CO 80455

 2. License Period. This License shall be in effect from __4-19-12___ to __12-31-12____, inclusive (the "License Period"). If any dates or times are excluded from the License Period, they are specified here: [N/A].
 - 3. The parties may by mutual written agreement extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. No work shall be commenced until this License has been fully signed.
 - 4. 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

to conduct a timber sale on the property, collect and retain all proceeds, and remove any unsold materials;

to perform the following other activities:

4. <u>Commencement of Work.</u> Work by CSFS and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. CSFS will endeavor to provide notice to Licensor when work has commenced.

- 5. <u>No License Fee</u>. This license is granted at no cost to CSFS. CSFS is responsible for all costs associated with the performance of the activities authorized herein.
- B. <u>Release of Liability</u>. 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. <u>Liability of Licensee</u>. 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. Colorado State University and CSFS shall at all times herein maintain general liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. A certificate of insurance evidencing such coverage shall be provided to the Licensor together with this Agreement at the time of execution.

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: Mary Atella 5060 Campus Delivery Fort Collins, CO 80523-5060

With a copy to:

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

LICENSOR:

Po Box 347_
__Jamestown, CO 80455

- 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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

By:	Board of Governors of the Colorado State University System, acting by and through Colorado State University:
Print Name & Title: RAFAST SALCASO EXECUTIVE DIRECTOR	By: roseph () wide
	Date: 4-26-12 Jeff Jahnke
Date: 04/24/2012	Director, Colorado State Forest Service

Owen Jr, Allen

To:

Angie Busby; Russell Leadingham; Palestro, RICHARD

Subject: Attachments: Mica Mine Unit 1 Map Micah Mine 2012.jpg

Folks,

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CSFS Boulder
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Longmont, CO 80503
303-823-5774
allen.owen@colostate.edu

2012 Mitigation Rates

Lefthand Fire Protection District

Labor (per person):

\$30/hr

Chipper:

1/2 Day (1-4 hrs) Minimum Rate:

\$300

Daily Rates:

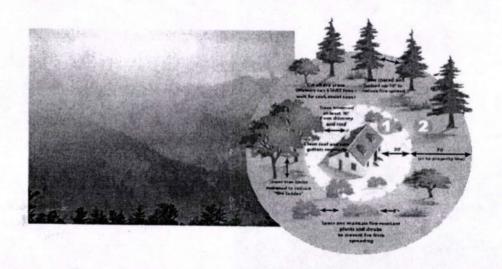
\$450/day (over 4 hrs & up to 8 hrs)

\$50/hr (for every hr. exceeding 8 hrs)

Truck/Equipment Costs:

\$50/day

\$25 per 1/2 day Minimum (1-4 hrs)





(720) 214-0560 info@lefthandfire.org

900 Lefthand Canyon Drive - Boulder, CO 80302 www.lefthandfire.org

2000 LH CW Soft

2000 SOOOK 5000 F 15K

250/hrs 10 14

1500 Ac

x7 ac

10,500

Setup-around June (690) JUNE 9- Comp

> continue work Faci stay out meadow area chip everything

9500

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Down to 4" Diameter 16:18' Freewood 4 ft. Lengths min, for handing purposes
4'-6' - 8' length
6-8' - 6" " (4 preces) Londmood Stacked "in-situ" not between trees" Slash - drag to road for chipping - by end out pico are allowed - 12 max? 1/2 maybe 20-25" chip along road-uphill SIDE - Augie + volunteers wyspread Use Mule Senec to apread-Augie Usens Permit to Enger Mel-IC Parking - close to rope Hasignates ste Scope of Work LOOCH = O peration MARP WORK Signs- cones start + Ens Angiz - will educate groups on Camp Days



CSFS COOPERATOR RESOURCE RATE FORM 2011-2014

Page 1 of 4 1. ORDERING OFFICE 2a. AOP COUNTY 2b. DISPATCH CENTER Ordering of Cooperator resources is outlined in the Boulder, Gilpin FTC Annual Operating Plan (AOP) for the county shown in 3. EFFECTIVE DATES Block 2. Agency References: NPS Agmt #F1249060026 BLM Agmt #CCFMA060001 Beginning: Ending: USFS Agmt #06-FI-11020000-048 May 1, 2011 April 30, 2014 BIA Agmt #AG06M000002 F&WS Agmt #14-48-60139-K001 Original DOD Agmt # pending Revised as of date: 4. COOPERATOR 5. COLORADO STATE FOREST SERVICE CONTACTS: Unit Identifier: CO- FTC-SFS CSFS Boulder District Fire Division District Forester Allen Owen Incident Business Staff Name: CSFS Boulder District District Phone (303)823-5774 (970)491-8538 Address: 5625 Ute Highway Cell: (720)289-3572 City: Longmont Fax: (303)823-5768 State: Colorado CSFS website: http://csfs.colostate.edu Zip Code:80503 6. PAYMENT OFFICE: COLORADO STATE FOREST SERVICE **FIRE DIVISION, BUILDING 1049 5060 CAMPUS DELIVERY** FORT COLLINS, CO 80523-5060 7. Workers Compensation contact (Name, Phone, and Fax): 970-491-6303 8. SPECIAL PROVISIONS (Note Conditions of Use on Page 2) 9. BILLING INFORMATION Originals of all payment documents should be given to the cooperator at time of release from incident. Incident agency should keep the file copies only. Cooperators must submit original payment documents to the Colorado State Forest Service (CSFS) Fire Division for reimbursement directly to the cooperator.

I understand this document is not an agreement or contract. As a cooperator, this identifies costs associated with the listed resources. Availability of these resources is not guaranteed. If available when requested, these resources will be supplied under the above conditions at the indicated cost subject to the conditions on page 2. I certify that the wildland fire equipment listed here is either cooperator owned, or placed under agreement with CSFS. All cooperator personnel have cooperator-provided workers compensation coverage.

As a cooperator, I certify by signing this document that neither the cooperator nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. I also agree to immediately provide an update to the Colorado State Forest Service in the event this status changes.

Albuluan Allen Oven CSFS District Forestor 4/25/11

Cooperator Signature Print Name and Title Date

CSFS Fire Division 6.[D-1]

CSFS Approval Signature Print Name and Title Date



Cooperator Resource Rate Form (May 1, 2011-April 30, 2014)

Page 2 of 4

This Cooperator Resource Rate Form (CRRF) is not a stand alone document. As an attachment to the County Annual Operating Plan (AOP), this form documents Colorado Cooperator costs and provisions when resources are requested by another agency. This CRRF also documents the relationship through agreements with CSFS to the current Colorado Interagency Cooperative Fire Management Agreement. Refer to the Rocky Mountain/Great Basin geographic area supplement to IIBMH Chapter 50 for additional information on Colorado cooperators.

Reimbursement/Conditions

 Cooperator agrees to a commitment up to 14 days, excluding travel. Any rotation of personnel or equipment without prior approval from the incident will be at the Cooperator's expense.

2. Cooperators have the same status and responsibilities as state or federal agencies, including incident replacement of

tools and supplies.

 Crew swaps at the request of the incident will be coordinated with the appropriate incident management team and interagency dispatch center and all expenses for crew rotations will be charged to the incident.

4. Annual cooperator reimbursement guidelines and forms are available on the CSFS website: www.csfs.colostate.edu .

Equipment

 Equipment work rates do not include operator(s) or operating supplies (fuel and oil). Operating supplies will be provided by the incident.

2. Equipment use should be documented on an Emergency Equipment Shift Ticket (OF-297) and recorded on an

Emergency Equipment Use Invoice (OF-286).

Minimum Daily Guarantee (Block 13) does not apply on first and last days of an incident. Payment will be for actual
work and/or travel hours only.

Equipment and staffing should meet the current Rocky Mountain Area (RMA) standards found in the RMA
Mobilization Guide (Chapter 75). Staffing standards of an engine or tender on a local incident are negotiable with
benefiting agency.

5. Equipment that does not pass a pre-use inspection performed by the benefiting agency after arriving at an incident may

be rejected and the Cooperator may not be compensated for any time or expense incurred.

 Cooperator will not be reimbursed if equipment leaves incident without being officially released and cooperator shall bear all costs of returning equipment and operator(s) to the point of hire.

7. Equipment being driven to and from incidents will be paid at the established work rate.

Whenever engines or tenders are transported to an incident, the Cooperator will be reimbursed for actual hours that
equipment is transported, not to exceed Minimum Daily Guarantee.

9. If transportation is not provided for engines and tenders to incidents more than 300 miles from home unit location, a special mileage rate may be requested by the department for miles driven beyond 300 miles. Shift Ticket documentation should include both hours and odometer readings for travel days.

10. Equipment will not be compensated for time when broken down or for scheduled days off at the incident.

11. Original Equipment Use Invoice and pink Shift Tickets should be given to the operator at time of release.

Personnel

 Personnel time for Single Resources and Equipment Operators should be documented on a Crew Time Report (SF-261) and recorded on an Emergency Firefighter Time Report (OF-288) at the incident.

Cooperator is responsible for workers' compensation coverage for all assigned personnel. Workers compensation
contact in Block 7 of page 1. APMC treatment expense for cooperator personnel should be charged to the incident.

Personnel will provide a copy of their current incident qualifications card on all interagency incidents. Cooperators
responding out of their local jurisdictional area must meet NWCG qualifications for assigned positions.

4. Personnel will be given daily guarantee for days off provided at the incident or when equipment is broken down.

5. Return travel time should be left open and original Emergency Firefighter Time Report(s) given to personnel at time of release.

Damage & Loss

 Requests for damage to or loss of cooperator tools or equipment which occur at the incident should be documented in writing at the incident prior to demobilization.

Reimbursement requests will be reviewed by CSFS Fire Division, and approved or denied depending upon the
circumstances, supporting documentation, and IIBMH guidelines. See IIBMH Chapter 50 supplement for additional
information.

Employee claims for personal property lost or damaged on the incident will be considered for reimbursement on a case by case basis.

CSFS CRRF RESOURCE LISTING (May 1, 2011-April 30, 2014)

Page 3 of 4 Colorado State FOREST SERVICE

Cooperator Name: Colorado State Forest Service- Boulder District

Unit Identifier: CO-FTC-SFS

Equipment work rates do not include personnel or operating supplies (fuel and oil). Personnel time will be documented and billed at actual cost for incident assignments.

9. Equipment Description (include equipment identifier, make, model, year, VIN, license number)	10. Kind	11. Type	12. Work Rate (dry)* b. Unit	13. Minimum Daily Guarantee \$
All cooperator personnel will be compensated at established rates as documented with CSFS.			Current cooperator rates		
a) E-621-type 6 4x4 W/Foam 2003 F-550 Extended Cab VIN:1FDAX57P63EB39231 LICENSE: 341-DHS CO	ENGINE	6 x	\$65.00	HOUR	\$520.00
b) ½ TON 4X4 CARGO PICK UP TRUCK Vin.1GCEK190X8E160765 Lic. #450-A73	SUPPORT		\$15.00	DAY	× 11/3
c) PORTABLE PUMP: MULTI-STAGE CENTERFUGAL 75 PSI OR GREATER Mark III			\$137.00	DAY	
d) PORTABLE PUMP: LESS THAN 75 PSI Wix-250			\$116.00	DAY	
e) DISTRICT ½ TON PICK UP TRUCKS, ALL MODELS	SUPPORT		\$15.00	DAY	
f) DISTRICT ¼ TON PICK UP TRUCKS	SUPPORT		\$15.00	DAY	
g) 2008 4X4 ATV: POLARIS 700cc Vin. 4XATN68A08A242444	SUPPORT		\$15.00	DAY	

^{*}Work rates are based on all operating supplies (fuel & oil) being furnished by the benefiting agency (dry).

Cooperator Initials: Approved by: Swellhay CSFS Five Division 6.10.11

CSFS Signature Print Name and Title Date

CSFS CRRF RESOURCE LISTING (May 1, 2011-April 30, 2014)

Page 4 of 4 Colorado State FOREST SERVICE

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h) LOG ARCH: SMALL 6" - 12"	,		\$15.00	DAY	
i) 8'X12' UTILITY TRAILER Lic.# 151-BAX	SUPPORT		\$15.00	DAY	
k) PULL BEHIND DECK MOWER 48''			\$20.00	DAY	
*Work rates are based on all operating su	pplies (fuel & oil') being furnis	shed by the benefi	ting agency (dry).

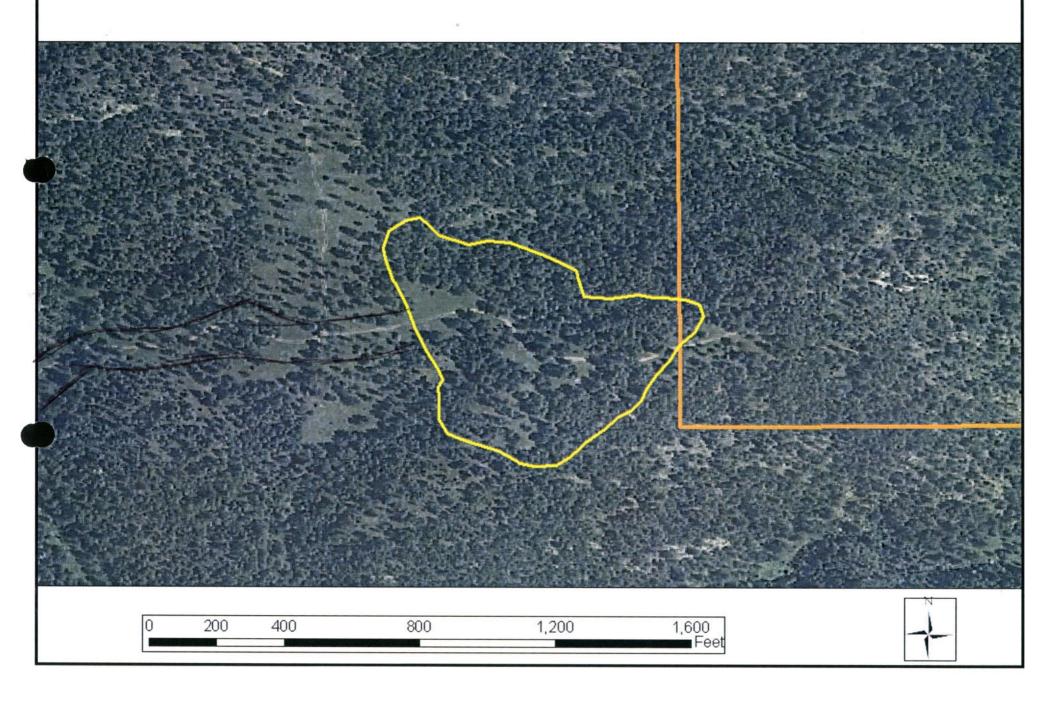
Cooperator Initials:

Approved by: Aucockay CSFS Fire Division 6-10-1/

CSFS Signature Print Name and Title

Date

Mica Mine Unit 1 - 7 acres



Mica Mine Unit 1 - 7 acres

