





May 4, 2005

*Knowledge to Go Places*

To all interested forestry contractors,

Boulder District  
5625 Ute Highway  
Longmont, Colorado 80503-9130  
(303) 823-5774

You are invited to attend a field tour for a forestry contract opportunity for the Escape Road Fuel Break Project along the ridge between Sugarloaf Road and Fourmile Canyon west of Boulder, Colorado.

The field tour is scheduled for Wednesday, May 18, 2005 at 10:00am. The 28 acre treatment unit is located approximately five miles west of Boulder, Colorado along Escape Route Road. The unit exists on the southern end of Escape Route Road stretching between the communities of Mountain Pines/Mountain Meadows and Logan Mill. The unit can be most easily accessed from Boulder by taking Colorado Highway 119 west to Sugarloaf Road, Sugarloaf Road north to Mountain Meadows Road, Mountain Meadows Road north to Arkansas Mountain Road, and Arkansas Mountain Road north to Escape Route Road at the top of the ridge. However, we will meet and carpool from Sugarloaf Fire Station #2 at 1360 Sugar Loaf Road at 10:00am on the 18<sup>th</sup> (see attached map for directions to the fire station).

The project area fuel treatment unit is approximately 300 feet wide and stretches about  $\frac{3}{4}$  of a mile from the top of a ridge down a descending road. Work requires substantial hand thinning on a steep north-facing slope ranging in grade from 0 to 75%. The stand is a dense mix of ponderosa pine, Douglas-fir, and scattered juniper. The goal is to create a shaded fuel break with less than 40% crown closure and an average crown spacing of 15 to 50 feet between trees. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter. The stand will be thinned to an average of approximately 200 feet below the road and 100 feet above the road depending on the influence of natural features. The project area has been flagged and trees to be cut have been marked with blue paint. All small diameter woody material will have to be chipped. A scope of work will be provided at the field tour with greater detail on the specifics of the project.

The contractor will begin work on the project upon approval and signature of an Independent Services Contract. Work on the project must be completed no later than December 31, 2005.

The Colorado State Forest Service, Four Mile Fire Protection District, and Bureau of Land Management will split the cost of the project. Written bid proposals for this project will be due by the close of business on Friday, June 3rd, 2005. Proposals must include bid price and a brief action plan (projected end date, # of personnel, and equipment to be used). Submit your proposals to:

Bob Bundy  
Colorado State Forest Service  
5625 Ute Highway  
Longmont, CO 80503

You must be present at the field tour to submit a proposal for this project. Please feel free to contact me at 303-823-5774 if you have any questions about this project. I look forward to seeing you on May 18, 2005.

Sincerely,

A handwritten signature in dark ink that reads "Robert A. Bundy".

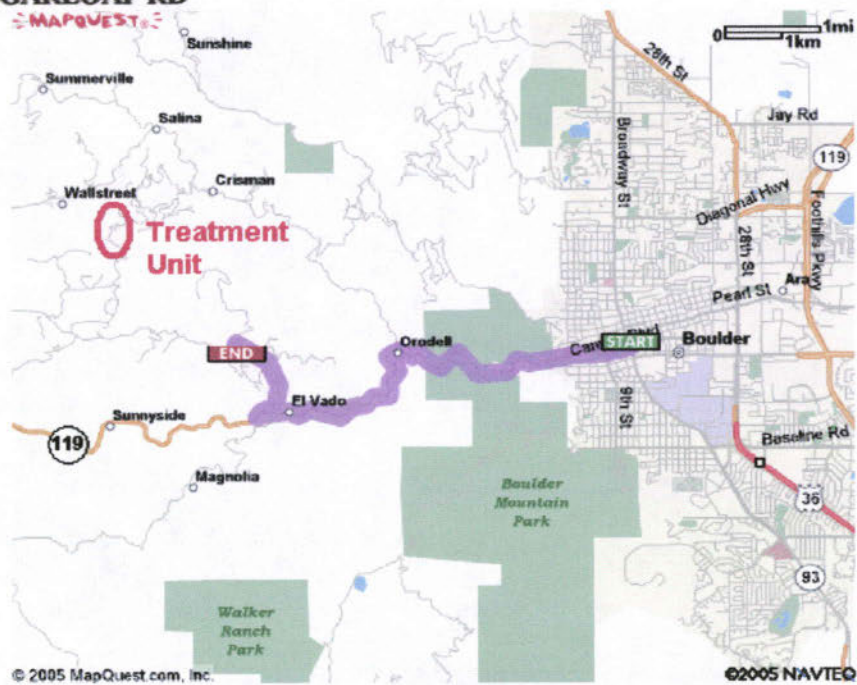
Bob Bundy  
Partnership Forester



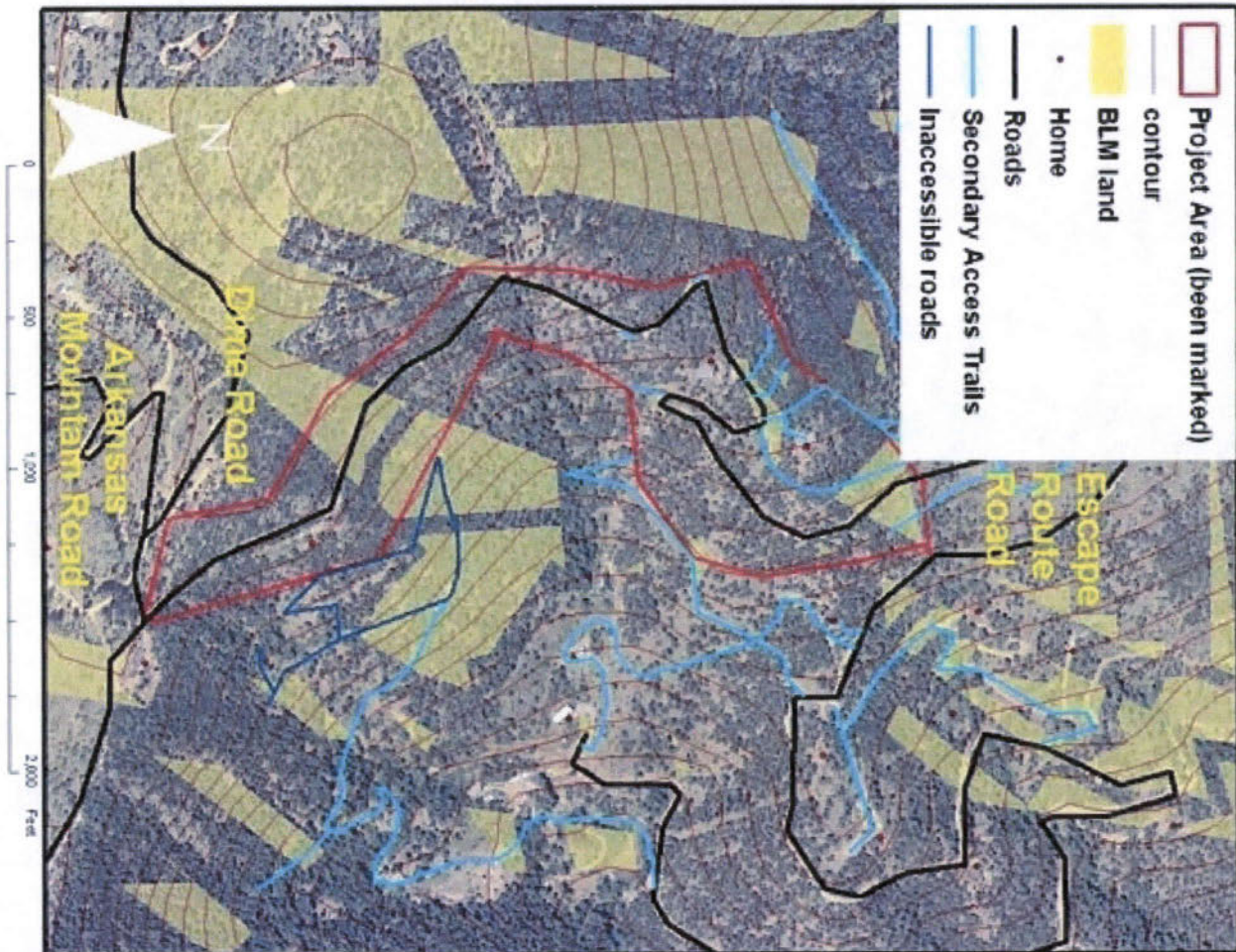
### Directions to Sugar Loaf Fire Station #2 (meeting place)

From the intersection of BROADWAY ST/CO-93 and CANYON BLVD/CO-119 in Boulder, CO:

- 1: Head west on CANYON BLVD/CO-119 for 5.1 miles
- 2: Turn **RIGHT** (north) onto SUGARLOAF RD/CR-122. 1.3 miles
- 3: End at 1360 SUGARLOAF RD



**PROJECT AREA MAP**







## PURCHASING DEPARTMENT

FORT COLLINS, CO 80523-6010

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

DATE \_\_\_\_\_

PURCHASE ORDER

~~08/02/05~~

P319468

## PURCHASE ORDER

TERMS	F.O.B.	QUOTE NO./QUOTE DATE	EXPECTED DELIVERY DATE
PURCH. CONTACT	PHONE	DEPT. NO.	V0001028560-10

VENDOR

NATIVE ECOLOGY INC

\*\*\* PO CONTINUATION \*\*\*

\*\*\* PAGE NUMBER BELOW \*\*\*

SHIP  
TO

BOB BUNDY

CSFS BOULDER DISTRICT

5625 UTE HIGHWAY

REFERENCE P.O. P319468

LONGMONT CO 80503

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

IO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			5-36828-4550		

TOTAL

69

17,500.00

PAYMENTS			
DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT

PAYMENTS				
C <sub>P</sub> F	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT
				\$ _____
				DATE _____
				INITIALS _____

DEPARTMENT



## 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:

Q071366

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: Allen Owen
DEPARTMENT: Colorado State Forest Service
5060 CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5060
TELE: 303-823-5774
FAX: 303-823-5768
EMAIL:alowen@lamar.colostate.edu

FULL LEGAL NAME OF CONTRACTOR:
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Native Ecology, Inc.
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TYPE OF BUSINESS:Corporation
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STATE OF BUSINESS REGISTRATION: CO
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BUSINESS ADDRESS: P.O. Box 976
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CITY, STATE, ZIP:Nederland, CO 80466
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FEIN or TAX ID#: 84-1502031
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CONTACT NAME: Barry Bennett
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DEPARTMENT: N/A
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TELE:303-258-1753
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FAX: N/A
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EMAIL:barryphd@yahoo.com
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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. 5-36828; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Invitation for Bids number \_\_\_\_\_ N/A \_\_\_\_\_;

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. 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 State 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.

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: July 1, 2005 and shall terminate on December 31, 2005 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 \$17,500.00 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 and the risk management statutes, Section 24-30-1501, 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 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.
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.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
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. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
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: 3 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**

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 & 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.




**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**CONTRACTOR:**

**Native Ecology, Inc.**  
Full Legal Name of Contracting Entity

84-1502031

Social Security Number or FEIN

  
Signature of Authorized Officer

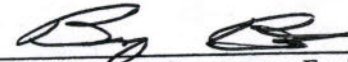
BARRY BENNETT, PRESIDENT  
Print Name & Title of Authorized Officer

Date Signed: JUNE 25, 2005

**CORPORATIONS:**


(A corporate seal or attestation is required.)

Attest (Seal)

By  SECRETARY  
(Corporate Secretary or Equivalent)

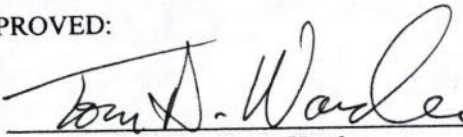
**STATE OF COLORADO:  
BILL OWENS, GOVERNOR**

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

By: 

Printed Name: John Utterback  
Title: Director of Purchasing

APPROVED:

By:   
Dean or Department Head

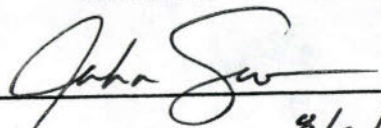
LEGAL SUFFICIENCY:  
ATTORNEY GENERAL, STATE OF COLORADO  
John W. Suthers

By: \_\_\_\_\_  
Robert Schur  
University Contracts 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:   
Date: 8/2/05



**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

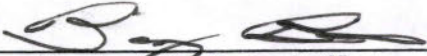
**CONTRACTOR:**

**Native Ecology, Inc.**

Full Legal Name of Contracting Entity

84-1502031

Social Security Number or FEIN



Signature of Authorized Officer

BARRY BENNETT, PRESIDENT

Print Name & Title of Authorized Officer


Date Signed: JUNE 25, 2005

**CORPORATIONS:**

(A corporate seal or attestation is required.)

**Attest (Seal)**

By

 SECRETARY

(Corporate Secretary or Equivalent)

**STATE OF COLORADO:**

**BILL OWENS, GOVERNOR**

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

By: \_\_\_\_\_

Printed Name: John Utterback

Title: Director of Purchasing

APPROVED:

By: 

Dean or Department Head

LEGAL SUFFICIENCY:

ATTORNEY GENERAL, STATE OF COLORADO

John W. Suthers

By: \_\_\_\_\_

Robert Schur

University Contracts Counsel

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

**LESLIE M. SHENEFELT**

By: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A TO INDEPENDENT SERVICES CONTRACT  
SCOPE OF WORK

**Escape Route Catastrophic Fire Risk Reduction & Fuel Break Project  
Escape Road**

**Project Location:**

The 23.75 acre treatment unit is located approximately five miles west of Boulder, Colorado along Escape Route Road. The treatment unit exists along the southern end of Escape Route Road stretching between the communities of Mountain Pines/Mountain Meadows and Logan Mill. The treatment unit can be most easily accessed from Boulder by taking Colorado Highway 119 west to Sugarloaf Road, Sugarloaf Road north to Mountain Meadows Road, Mountain Meadows Road north to Arkansas Mountain Road, and Arkansas Mountain Road north to Escape Route Road on the top of the ridge.

**Legal Description:** A portion of the southern half of section 19 of Township 1 North, Range 71 West in Boulder County, Colorado

**Parcel Numbers:** 18 parcels

**Size of Practice:** 23.75 acres on private lands

**Species:** Predominantly ponderosa pine and Douglas-fir with scattered rocky mountain juniper

**Estimated Duration:** 6 months

**Purpose:**

The project has the following objectives:

- Provide for a safer evacuation route for the local communities.
- Reduce wildfire hazards for multiple homes in Logan Mill and homes at the top of the ridge.
- Use Escape Route Road as a central access road for a shaded fuel break.
- Reduce wildfire hazards by greatly reducing tree densities, removal of ladder fuels, and modifying stand structure. Develop a much more open stand character.
- Improve forest health.

**Project Schedule:**

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than December 31, 2005 unless extended as per the provisions of said agreement. Work will proceed as agreed to by the contractor and CSFS forester with all work occurring to specifications throughout the identified area.

**General Prescription/Target Stand:**

The stand consists of a dense mix of ponderosa pine and Douglas-fir with scattered juniper. The project involves a fuel treatment unit that stretches from the top of a ridge along a descending road. The fuel break is setup on a predominately north facing aspect with slopes ranging from 0 to 75%. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter. The fuel break will be thinned to between 300 and 500 feet wide following the main road depending on the influence of natural and man-made features.

Initials:





Following the treatment, an average of 20 trees larger than 12" in DBH per acre will remain over the entire work site. Since stand conditions are variable, the retained number of trees ranges between 5 and 35 trees per acre. Spacing guides are provided below to aid contractors for bidding and implementation.

Residual Trees Per Acre	Spacing Between Trees (feet)
5	93
10	66
15	54
20	47
25	42
30	38
35	35

### **Agreement Specifications and Requirements**

#### **1. Felling Criteria**

- a. Workers shall have sufficient skills and experience to properly perform the work according to federal and state regulations.
- b. The Contractor, upon written request from the State Forestry Representative, shall remove any operator who does not perform work to specifications.
- c. The Contractor shall designate in writing the person(s) who shall represent the Contractor on the project site.
- d. All trees felled will be cut to a stump height of less than 6-inch on the uphill side and severed completely. Stumps within 100 feet of homes will be cut to less than 3-inches.
- e. Felled trees must be limbed to a 3-inch or less top diameter.
- f. Soil/trail damage will be repaired by the Contractor at the discretion of Colorado State Forest Service (CSFS).
- g. Safety signage along the main road must be used to notify the public of danger in the area of operations and to temporarily regulate access to that portion of road. The road must remain open at all times.
- h. Equipment and vehicles will be operated in a safe and controlled manner at all times.
- i. Light on the land techniques will be practiced, including minimizing soil and rock disturbance and soil compaction; minimizing damage by equipment to remaining live trees; mitigating damage to staging, product storage and work areas; petroleum product spillage will be mitigated; and operation areas will be kept as clean as possible.
- j. On weekends there is to be no cutting or chipping before 9:00am or within 300 feet of homes without written permission of the landowners. Management activities *may* be restricted to weekdays only if problems (noise) arise with the adjacent homeowners in the area.

Initials:





- k. The project area boundary has been marked in ORANGE flagging. Unit boundaries are marked with BLUE flagging. BLM land boundaries are marked with YELLOW flagging. All unit corners have two to three colors on a tree, depending on if the unit includes BLM land. Contractor is not to cut any trees on BLM property outside of the identified units.
- l. The contractor must fell all trees marked with BLUE paint or as designated by the State Forestry Representative. BLUE painted markings primarily face away from the main road and homes.
- m. Notable trees of importance in defensible space zones or trees used to locate legal section corners within the unit are marked by a CSFS or BLM representative with pink tape. These trees are to be retained and protected as leave trees.
- n. All retained trees within the unit must be limbed up to a minimum of 6 feet from the ground or 1/3 the height of the tree (whichever is less).
- o. Large diameter dead standing trees (snags) that are not marked are to be protected unless they cause a safety concern to the contractor. In that case they may be cut and treated.

## **2. Yarding Methods/Criteria/Temporary Road Management**

- a. Logs will be skidded to only pre-approved landings and decks only, which are subject to modification. (See attached map)
- b. Contractors must use only the secondary trails existing on the unit map. No other trails may be created without the approval of the CSFS.
- c. The use of secondary roads will be allowed only during periods when the ground is dry to prevent excess damage to the roads. Equipment must be managed in order to minimize soil displacement
- d. Equipment must be capable of suspending the leading end of logs from the ground during any yarding operation.
- e. Further details on felled material is included in the section descriptions below.

## **3. Protection Measures/Fire Prevention Equipment/Safety**

- a. At all times there will be in the field no less than one fire tool with every person and no less than one fully operational fire extinguisher in every vehicle, including skidders. Should a fire occur, all crew members will take immediate suppression actions. The Contractor will be responsible for any fires if he or any of his agents or employees is found to be negligent. All chainsaws should have approved spark arrestors.
- b. Restore any road or skid trail to their pre-project condition. Restoration may include installation of water drainage structures or placing woody debris and slash on disturbed areas. Grass seeding and may be required under this agreement if extensive resource damage occurs.
- c. The Contractor will take appropriate preventative measures to ensure that any spill of oil or oil products does not occur.

Initials:





#### 4. Access

- a. The project area may be reached by state, county or other public access routes that are passable by pickup truck, weather permitting. If roads become inaccessible due to snow, fallen trees, slides, washouts, and the like, the CSFS Representative may direct the Contractor to use other access routes.
- b. The Colorado State Forest Service (CSFS) and Four Mile Fire Protection District assume no obligation to do special maintenance to keep roads open.
- c. The chosen Contractor shall not drive beyond the limits of reasonable access to the contract area(s). The Contractor shall not abuse the privilege of access to the properties for personal purposes.

#### 5. Removable Materials and Slash:

The objective of slash and materials treatment is to remove enough slash to reduce fuels buildup to an acceptable level, yet leave enough on site for future soil development and to prevent significant erosion on skid trails and disturbed areas. The following guidelines, along with the specifications for each section should be used throughout the project area. Specific onsite locations of treatment types may be negotiated if excess need arises during implementation. There are five methods to utilize the materials resulting from treatment. They are listed below in order of method priority.

##### a. Directional Felling Contour Logs

1. Directionally felled contour logs are to be left on all slopes greater than 30% within the treatment unit to act as water and erosion barriers.
2. The contour logs are to be placed perpendicular to the main direction of the slope in a herring bone pattern with less than 300 lineal feet of boles per acre. The lengths shall be laid discontinuously throughout the unit so as not to touch each other or be stacked. The overall formation of the lengths of wood should alternate their location on the hillside. (Use "Figure 1" below as a guideline)
3. Contour logs must be limbed completely, be greater than 8 feet in length, and greater than 6 inches in diameter on the bottom and 3 inches in diameter on the top.
4. The boles must be left to lay perpendicular to the slope following the contour as much as possible.
5. All contour logs must have at least 50% of the log in contact with the ground and have existing anchors (stable rocks or stumps) on each side. Contour logs must be placed directly on the ground and not atop the assemblage of any wildlife piles or log and scatter areas.

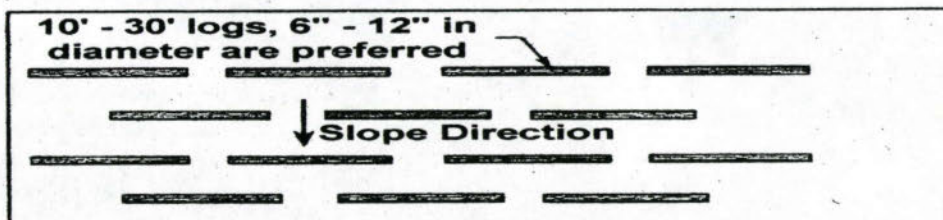


FIGURE 1 - Theoretical Pattern for Contour Tree Felling

Initials:




b. Round Wood

1. Round wood over 6 inches in diameter that is not used as part of the contour felling shall be set aside in designated accessible areas (see attached map).
2. The round wood is primarily the property of the local landowners and may be removed by the contractor if the local landowners do not want it.
3. Stacked boles must be well organized for easy extraction for landowners.
4. Refer to the "Treatment Unit Specifications" below for more detailed requirements on the areas where round wood stacking is required.

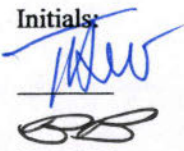
c. Chipping

1. A portion of the slash less than six inches in diameter will be pulled to a nearby road or trail to be chipped (see "Treatment Unit Specifications" below for detailed requirements on the areas where chipping is required).
2. That which is broadcast chipped back on the work site should be done to a maximum depth of 6" to ensure proper decomposition and nitrogen recycling.
3. A portion of the chips may be piled in designated areas along the secondary trails in Unit 3 and 4B. (See attached map)

d. Slash Piles

1. Piles shall be located in clearings where possible.
2. Piles shall be no larger than 8ft wide x 8ft long x 8ft high.
3. Piles shall be as compact as possible so that they do not topple, to prevent snow from entering them and to facilitate complete combustion in the event that they are burned.
4. Piles shall be located at least 15 feet away from residual trees, 75 feet away from the main road, and shall not exist in chipping areas, unless otherwise approved.
5. Piles shall not be placed on rock outcroppings, in ditches, near culverts, in streambeds, on roads, on stumps, or on down woody material greater than 6 inches in diameter.
6. All materials in piles shall not exceed 6 inches in diameter.
7. For this project, alternative proposals for slash treatment (chipping, etc.) are acceptable.
8. There will be no piles created in the designated chipping areas (See section descriptions below).

Initials:





e. **Lop and Scatter**

1. Small amounts of slash may be left on the forest floor. Scattered slash should not exceed 12 inches in depth, six feet in length, or cover more than 50% of the ground in a discontinuous pattern.
2. This should not be done within 50 feet of the main road, in any chipping areas, or within 100 feet of any home.
3. This slash should be used to compliment the contour felling and erosion control, but should be minimized so as not cover the contours completely.
4. All but 100 lineal feet per acre of dead and down existing material must be treated.

**6. Protection of Natural and Developed Resources**

- a. Impacts to the soils must be such that no more than 15% of the project site will be left in a compacted or eroded condition.
- b. Precautions shall be taken to prevent the release of any petroleum product, especially near any stream, wetland, or body of water. An "Oil Spill Plan" may be required for addressing equipment repairs, petroleum spills, refueling, etc., prior to commencement of operations.
- c. All archeological/historical resources such as mines shall be protected.
- d. The project site must be kept clean and free of garbage, included but not limited to: lunch materials, fuel cans, oil and any other debris generated as a result of general forestry operations. All wastes shall be stored in closed containers, removed from the work site and disposed of in accordance with federal, state and county laws, codes and regulations. Location of contractor-supplied portable toilets will be coordinated with the CSFS Representative.
- e. A portable toilet will be required for 10 workers or more.
- f. All logging equipment must be thoroughly cleaned prior to arrival at, and departure from, the project site to minimize the spread of noxious weeds.

**7. Mountain Pine Beetle & Ips Beetle Recognition and Prevention**

- a. The contractor is responsible for treating any cut material in a timely fashion. Slash or round wood should never be within five feet of retained trees.
- b. The contractor is responsible for treating any trees with mountain pine beetle (MPB) or ips beetle infestation. The infested trees must be cut down then chipped, debarked, or undergo solar treatment.
- c. Once an infested tree is identified and cut, the remaining trees will be closely monitored by the contractor and CSFS.
- d. If significant beetle activity results from cutting, treatment in the unit may be postponed by the judgment of the CSFS representative.

Initials:





## 8. Treatment Unit Specifications

Within each of the sections, all of the above criteria applies. The specifications below further detail how the materials are to be treated in each section. The project area boundary has been marked in orange flagging.

### a. Unit 1 (3.75 acres)

1. On the uphill side of the road all material under 6 inches in diameter must be chipped.
2. On the uphill side of the road all round wood over 6 inches in diameter shall be stacked within designated areas (see map).
3. On the downhill side of the road all material within 50 feet of the road and under 6 inches in diameter must be chipped.
4. On the downhill side of the road all material beyond 50 feet of the road and not contour felled must be piled or lopped and scattered. There is a maximum of 6 slash piles allowed per acre and piles must be at least 75 feet below the road cut.
5. There are screening concerns existing in this unit. Coordinate with the CSFS representative when working on uphill side of this unit.

### b. Unit 2 (6.5 acres)

1. Small diameter material under 6 inches in diameter must be chipped within 50 of the road on both the uphill and downhill side.
2. On both sides of the road all material beyond 50 feet of the road and not contour felled must be piled or lopped and scattered. There is a maximum of 6 wildlife piles allowed per acre and piles must be at least 75 feet from the road.

### c. Unit 3 (13.5 acres, 2 homes existing in the section)

1. Chip everything under 6 inches in diameter, except for small diameter material existing in three identified areas. (see map). The three areas where there is "No Chipping Necessary" are located more than 50 feet from accessible roads or trails.
2. Stack all 6 inch or greater diameter large round wood in designated places (see map).
3. There may be 3 wildlife piles per acre and minimal lopped and scattered material remaining in the three identified areas where chipping is not required. Piles must be at least 75 feet from the road.

Initials:




EXHIBIT B TO INDEPENDENT SERVICES CONTRACT  
PAYMENT SCHEDULE

The contractor (Native Ecology, Inc.) will be paid a total not to exceed \$17,500. Payments will be made upon inspection and approval of work completed to contract specifications. Payment requests may be submitted upon completion of all required work in each of the three project units. Maximum invoice amount for each unit is as follows:

Unit 1 - \$3,500

Unit 2 - \$5,600

Unit 3 - \$8,400

Total - \$17,500

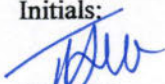
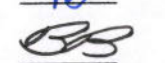
Final payment will be held until all work is completed as per the specifications shown in this contract's Exhibit A.

Invoices shall be submitted to:

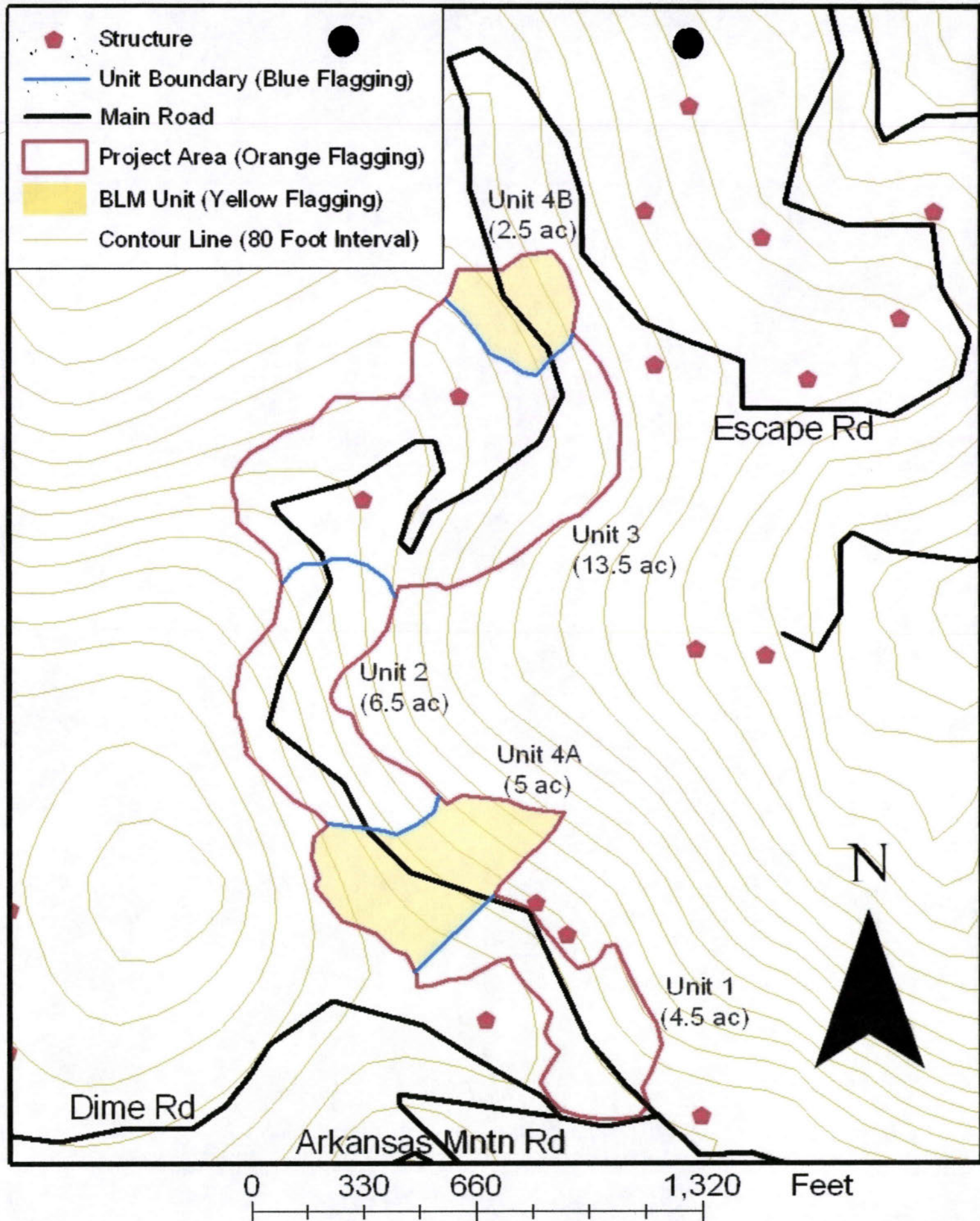
Bob Bundy  
Front Range Fuels Treatment Partnership Forester  
Colorado State Forest Service  
5625 Ute Highway  
Longmont, Colorado 80503

303-823-5774  
303-823-5768 (Fax)  
rbundy@lamar.colostate.edu

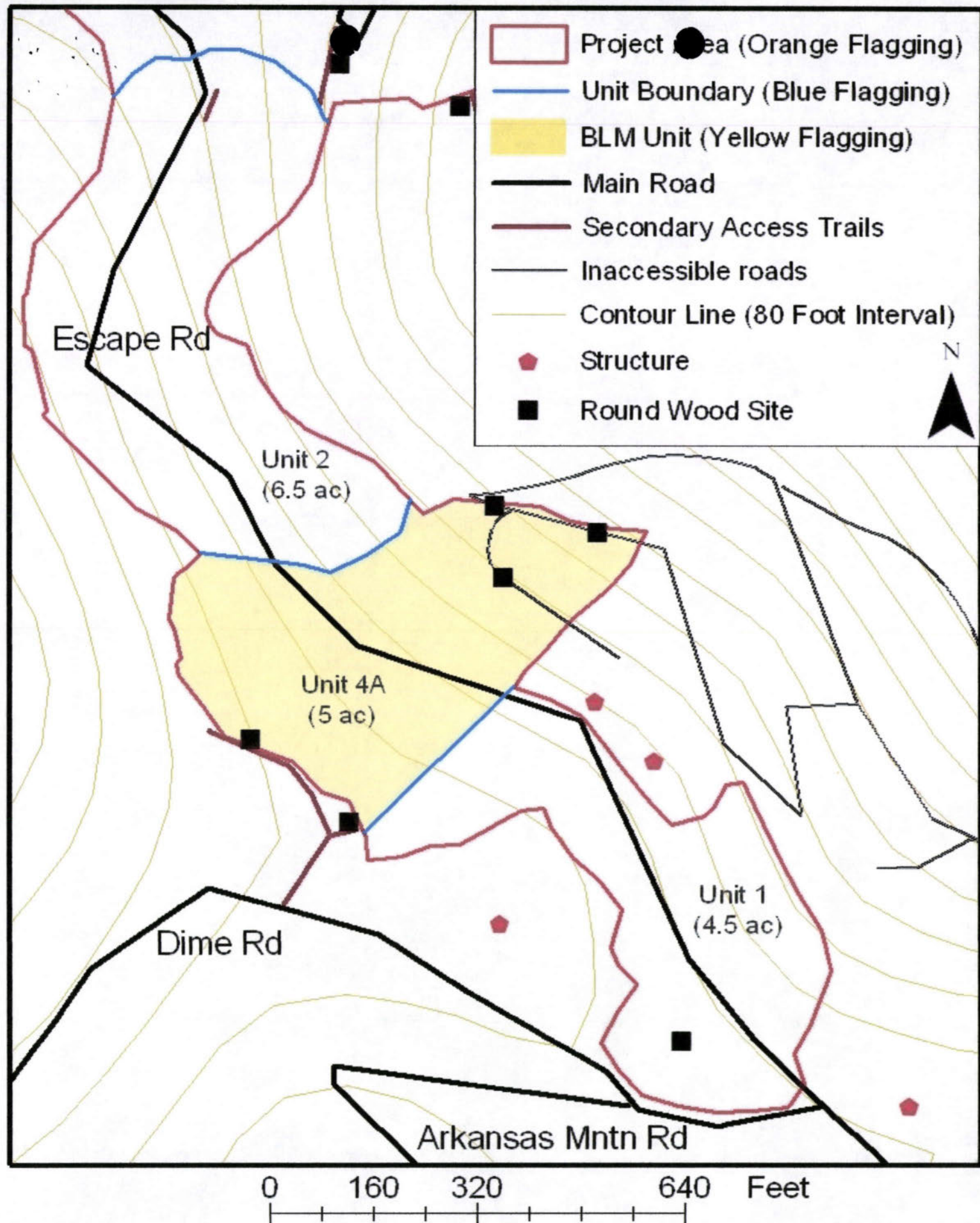
Initials:











-  Project Area (Orange Flagging)
-  Unit Boundary (Blue Flagging)
-  BLM Unit (Yellow Flagging)
-  No Chipping Necessary
-  Main Road
-  Secondary Access Trails
-  Contour Line (80 Foot Interval)
-  Structure
-  Round Wood Site
-  Chipping Pile

N

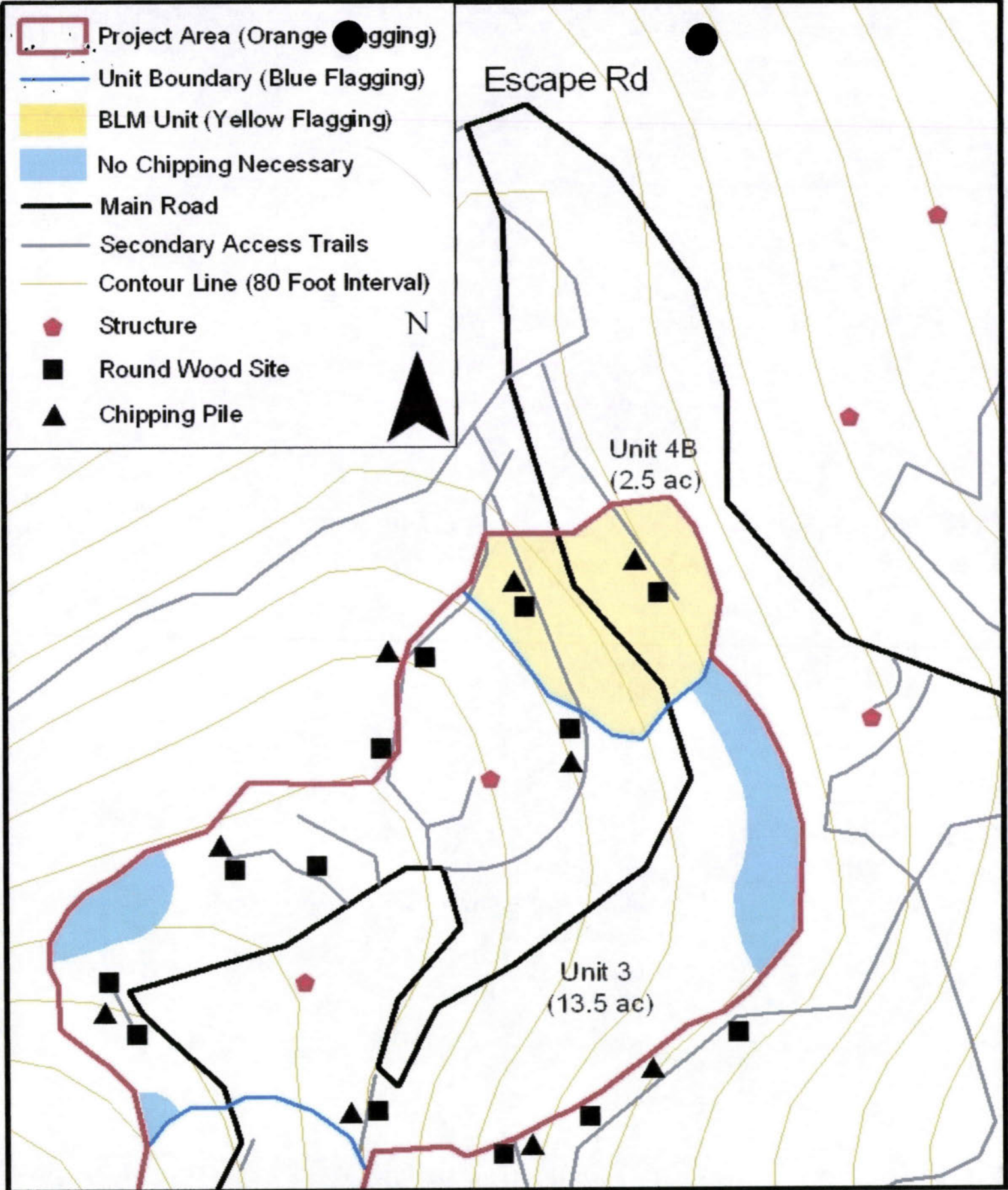


Escape Rd

Unit 4B  
(2.5 ac)

Unit 3  
(13.5 ac)

0 160 320 640 Feet





**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
07/12/2005PRODUCER (303)442-1484 FAX (303)442-8822  
Taggart & Associates, Inc.  
1600 Canyon Boulevard  
P. O. Box 147  
Boulder, CO 80306THIS 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 Native Ecology, Inc.  
P.O. Box 976  
Nederland, CO 80466

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Atlantic Casualty Insurance

INSURER B: Pinnacol Assurance

41190

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 LTD INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	L095000931	07/12/2005	07/12/2006	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ex non-owned) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPI/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ex accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TO BE DETERMINED	07/13/2005	07/01/2006	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Additional Insured: The State of Colorado, The Board of Governors of the Colorado State University System and Colorado State University.

## CERTIFICATE HOLDER

The State of Colorado, The Board of Governors  
of the Colorado State University System,  
and Colorado State University  
Colorado State Forest Service  
5060 Campus Delivery  
Ft. Collins, CO 80523-5060

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  
60 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

Richard Wells CIC/RSW



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

CSFS #805 (Rev. 4/93)

Date: <u>7/11/05</u>	Requested by: <u>Bob Bundy (CSFS)</u>	Resale to:	CSFS Invoice #:					
Vendor: <u>Barry Bennett</u> <u>Native Ecology, Inc.</u> <u>P.O. Box 976</u> <u>Nederland, CO 80466</u> <small>(PLEASE PROVIDE COMPLETE ADDRESS.)</small>		Ship To: <u>Colorado State Forest Service</u> <u>Boulder District</u> <u>5625 Ute Highway</u> <u>Longmont, CO 80503</u> <small>(PLEASE PROVIDE COMPLETE ADDRESS.)</small>						
Reason for Vendor Selection: <input type="checkbox"/> Sole Source (attach completed Sole Source Justification form) <input type="checkbox"/> Previous Supplier <input type="checkbox"/> Other		Terms: <u>As per attached</u> <u>Independent Services Contract</u>						
Shipping Instructions: <input type="checkbox"/> FOB Fort Collins, Colorado <input type="checkbox"/> FOB		Delivery Date: <u>TBA, see contract</u> Deliver to: Initials _____ Bldg _____ Room _____ Phone _____						
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total	
1	536828	4550	1		Service Agreement - Forest Mitigation - FRFTP	\$3,500	\$3,500	
2	536828	4550	1		"	\$5,600	\$5,600	
3	536828	4550	1		"	\$8,400	\$8,400	
4								
5								
6								
7								
8								
9								
10								
SPECIAL INSTRUCTIONS: <u>Contact CSFS- Boulder District</u> <u>upon issuance of a PO #</u>					Expenditure Approval: Authorized Signature: <u>Robert Arz</u> Date: <u>July 7, 2005</u>		Subtotal: \$ <u>17,500</u> Discount: \$ _____ TOTAL: \$ <u>17,500</u>	



**COMPANY NAME:** FARMERS INSURANCE EXCHANGE, LOS ANGELES, CALIFORNIA

**EVIDENCE OF INSURANCE FOR LIENHOLDER INTERESTS**

INSURED'S NAME & ADDRESS: BARRY BENNETT PO BOX 976 NEDERLAND CO 80466-0976		POLICY NO: 07 16162-13-40 POLICY EDITION: 2ND EFFECTIVE DATE: 01/20/2006 EXPIRATION DATE: 06/04/2006 EXPIRATION TIME: 12:01 AM	
ISSUING OFFICE: COLORADO SPRINGS SERVICE CENTER P. O. BOX 1054 COL SPRINGS, CO 80901		AGENT: Gregory Naber AGENT NO: 07 33 319 AGENT PHONE: (303)449-4726	

**DESCRIPTION OF VEHICLE**

Year	Make	Model	Vehicle Identification Number
1984	CHEVROLET	PU K20/K2500 4WD	1GCGK24M7E147337

**COVERAGES**

\* ENTRIES IN THOUSANDS OF DOLLARS.

Bodily Injury		P.D.	Uninsured Motorist		Medical/ No Fault	Comp. Deductible	Collision Deductible	Towing	Non-Auto	
Bodily Injury		P.D.	Bodily Injury		P.D.					
*	*	*	*	*					NC	NC
250	500	100	250	500					Lie b.	Medical
Each Person	Each Occurrence		Each Person	Each Occurrence						

This evidence is subject to all of the terms, conditions and limitations set forth in the policy(ies) and endorsements attached to it. It is furnished as a matter of information only and does not change, modify or extend the policy in any way. It supersedes all previously issued certificates.

1st Lienholder:

Additional Interest:  
STATE OF CO AND CSU  
5625 UTE HWY  
LONGMONT CO 80503-9130

*Paul M. Hopburn*

Authorized Representative

01/20/2006

Date

AGENT NAME & ADDRESS:  
Gregory Naber  
1710 13th St  
Boulder CO 80302-6226

AGENT NO: 07 33 319  
AGENT PHONE: (303)449-4726



THE EXPIRATION DATE LISTED HEREON APPLIES ONLY IF THE PREMIUM HAS BEEN PAID.

# **EVIDENCE OF INSURANCE - STATE OF COLORADO**

BARRY BENNETT

PO BOX 976

NEDERLAND CO 80466-0976

Policy Number: 07 16162-13-40

Effective Date: 01/20/2006

Expiration Date: 06/04/2006

Year: 1984

Make: CHEVROLET

Vehicle I.D. No: 1GCGK24M7EJ147337

Model: PU K20/K2500 4WD

**IMPORTANT:** The coverage provided by this policy does not apply to the operation of any vehicle by a person named here. **NONE**

FARMERS INSURANCE EXCHANGE, LOS ANGELES, CALIFORNIA, an authorized Colorado Insurer, in compliance with the Colorado Compulsory Insurance Law, certifies that it has issued a policy of Motor Vehicle Liability (Motor Vehicle Liability for motorcycles) in an amount not less than that required by the Colorado Financial Responsibility Law for the described motor vehicle.

Agent Name: Gregory Naber

Phone No: (303)449-4726

25-2021 6-05

**KEEP THIS CERTIFICATE IN YOUR VEHICLE AT ALL TIMES. READ REVERSE SIDE CAREFULLY.**

A2021701

**KEEP WITH VEHICLE**

## **READ CAREFULLY**

**PENALTY:** Any person who fails to comply with the Colorado Compulsory Insurance Law is subject to a class 1 traffic penalty.

**IMPORTANT:** The coverage provided by this policy does not apply to (1) the operation of any vehicle by a person excluded from coverage by endorsement to this policy, and (2) any person who entrusts a vehicle to a person excluded from coverage.

## **What to do in case of accident**

1. **Stop and check for injuries. Call an ambulance, if anyone is injured.**
2. **Warn other drivers to prevent further damage. Set flares. Signal with flashlight at night.**
3. **Notify the police.** Many times a passing driver or bystander will do this for you.
4. **Gather the facts.** Be sure to get the names of witnesses, as well as other pertinent information. (i.e. driver's license #, insurance information and description of the other vehicle)
5. **Be careful what you say.** Don't admit responsibility. Investigation may show you were not responsible.
6. **Report to proper authorities.** Each state has its own requirements for such reports. Know the law for your state and comply.
7. **CONTACT HELPPPOINT® IMMEDIATELY FOR 24 HOURS CLAIM SERVICE, CALL US TOLL FREE AT 1-800-HELPPPOINT® (1-800-435-7764) FOR ASSISTANCE, PARA ESPANOL LLAME AL 1-877-RECLAMO.**





# FARMERS

## Farmers Personal Umbrella

FOR INFORMATIONAL PURPOSES ONLY. THIS IS NOT AN INSURANCE POLICY OR DOCUMENT

Policy Status	Active
Company	Farmers Insurance Exchange
Balance Due	\$0.0
Policy Effective From	08-04-2005
Policy Effective To	08-04 -2006
Name	BARRY BENNETT
Address	PO BOX 976
City	NEDERLAND
State	CO
Zip	80474
Prematic Account No.	
Agent	0733319
Attachment Point Credit	No
Territory	13
Policy Number	603264283
Prior Policy Number	
Supported	Yes

Last Transaction Processed On	08-22 -2005
Last Transaction Effective Date	08-04 -2005
Last Transaction Type	New Business
<b>Exposure</b>	<b>Quantity</b>
Owner-occupied residence	1
Household Points	0
Motorized Vehicle	2
UM/UIM	2
Youthful Driver	0
Unlicensed recreational vehicle	0
Watercraft	0
Rental Dwelling	0
On or Off Premises Office	0
Insured as an Employee	0
Teacher Liability	0
Vacant Land (total acres)	0
Farm Liability	NO
Child Care (# of children cared for)	0
Jet Ski/Jet Sled	0

Limits	
General Liability	1,000,000
Retained Limit	250
UM/UIM	1,000,000

Limits of Liability	Premium
\$1 Million	294
\$2 Million	
\$3-\$5 Million	
Total Premium	294
Rate Set	Colorado 11/01/2004

[illegible]





# FARMERS

## INSURANCE

AUTO · HOME · LIFE · BUSINESS

Greg Naber, Agent  
1710 13<sup>th</sup> St  
Boulder, CO 80302  
Ph (303) 449-4726  
Fax (303) 443-9810  
gregorynaber@yahoo.com

Date: January 20, 2006

To: Bob Bundy

Fax No: 303-823-5768

Subject: Evidence of Insurance

Number of pages including cover: 3

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For Barry Bennett.

Should you require any further information, please feel free to contact this office.

Terry Selby

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This fax is intended solely for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If this material has been sent to you in error, please inform the sender.

Rea 6-43





FARMERS®

**COMPANY NAME:**

FARMERS INSURANCE EXCHANGE, LOS ANGELES, CALIFORNIA  
AN INTER-INSURANCE EXCHANGE, HEREIN CALLED THE COMPANY

**PART I****CERTIFICATE OF INSURANCE****INSURED'S NAME & ADDRESS:**

**BARRY BENNETT**  
PO BOX 976  
NEDERLAND CO 80466-0976

POLICY NO: 07 16162-13-40

POLICY EDITION: 02

EFFECTIVE DATE: 01-20-2006

EXPIRATION DATE: CONTINUOUS UNTIL CANCELLED

EXPIRATION TIME: 12:00 NOON Standard Time

**ISSUING OFFICE:**

P. O. BOX 1054  
COL SPRINGS, CO 80901

AGENT: Gregory C Naber

AGENT NO: 07 33 319

AGENT PHONE: (303) 449-4726

**DESCRIPTION OF VEHICLE**

Year	Make	Model	Vehicle Identification Number
1984	CHEVROLET	PU K20/K2500 4WD	1GCGK24M7EJ147337

**COVERAGES**

\* ENTRIES IN THOUSANDS OF DOLLARS.

(SEE REVERSE SIDE FOR COVERAGE DESIGNATIONS)

Bodily Injury	P.D.	Uninsured Motorist		Medical/ No Fault	Comprehensive Deductible	Collision Deductible	Towing	Non-Auto	
		Bodily Injury	P.D.					COV	NC *
250 *	500 *	100 *	250 *	500 *	NC	XXX	XXX	NC	NC
Each Person	Each Occurrence	Each Person	Each Occurrence	XXX	XXX	NC	NC	NC	NC
								NOT COV	Liab. Medical

This certificate is subject to all of the terms, conditions and limitations set forth in the policy(ies) and endorsements attached to it. It is furnished as a matter of information only and does not change, modify or extend the policy in any way. It supersedes all previously issued certificates.

**PART II****ADDITIONAL INSURED ENDORSEMENT****E1136****2nd Edition**

We provide the coverages indicated by "COV," or the limit of the Company's liability, on the above Certificate of Insurance. We provide this coverage in respect to the vehicle described above, to the person or organization named below as an additional insured.

This coverage applies only:

- (1) while the named insured is the owner, or has care, custody, or control of the above described vehicle, and
- (2) when liability arises out of the acts and omissions of the named insured.

This coverage does **not** apply:

- (1) where liability arises out of negligence of the additional insured, its agents, or employees, unless the agent or employee is the named insured, or
- (2) to any defect of material, design or workmanship in any equipment of which the additional insured is the owner, lessor, manufacturer, mortgagee, or beneficiary.

If any court shall interpret this endorsement to provide coverage other than what is stated in the Certificate of Insurance, then our limits of liability shall be the limits of bodily injury liability and property damage liability specified by any motor vehicle financial responsibility law of the state, province, or territory where the named insured resides, as applicable to the vehicle described above.

If there is no such law, our limit of liability shall be \$5,000 on account of bodily injury sustained by one person in any one occurrence and subject to this provision respecting each person, \$10,000 on account of bodily injury sustained by two or more persons in any one occurrence. Our total liability for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed \$5,000.

The insurance afforded by the policy described above is subject to all terms of the policy and any endorsements attached to it. This endorsement does not increase the limits of the policy.

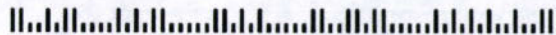
**Upon cancellation or termination of this policy or policies from any cause we will mail 15 days notice in writing to the other interest shown below.**

STATE OF CO AND CSU  
5625 UTE HWY  
LONGMONT CO 80503-9130

*Paul M. Hephner*  
AUTHORIZED SIGNATURE



STATE OF CO AND CSU  
5625 UTE HWY  
LONGMONT CO 80503-9130



### COVERAGE DESIGNATIONS

COVERAGES -- Indicated by "COV" or the limit of Company's liability against each coverage. "NC" or "NOT COV" means "NOT COVERED." "MAX" means "Maximum Deductible."

BODILY INJURY	— Bodily Injury Liability	COMPREHENSIVE	— Comprehensive Car Damage
P.D.	— Property Damage Liability	COLLISION	— Collision - Upset
UNINSURED MOTORIST	— Benefits for Bodily Injury (including property damage coverage if policy issued in New Mexico) caused by Uninsured Motorists	NON-AUTO	— Comprehensive Personal Liability - Each occurrence. Medical Payments to Others - Each Person. Damage to Property of Others - See Policy for Limits per occurrence.
MEDICAL	— Medical Expense Insurance, Family Medical Expense, and Guest Medical Expense - See Policy Provision. If policy contains the E-550 No-Fault Endorsement or No-Fault Coverage D, Auto Medical Expense Coverage does not apply.	TOWING	— Towing & Road Service Coverage.
NO-FAULT	— See Endorsement E-550 (Illinois E-2250) or Coverage D if applicable.	OTHER	— One or more miscellaneous coverages added by endorsement to the policy.

### LOSS PAYABLE PROVISIONS

**(Applicable only if lienholder is named, and no other Automobile loss payable endorsement is attached to the policy)**

It is agreed that any payment for loss or damage to the vehicle described in this policy shall be made on the following basis:

- (1) At our option, loss or damage shall be paid as interest may appear to the policyholder and the lienholder shown in the Declarations, or by repair of the damaged vehicle.
- (2) Any act or neglect of the policyholder or a person acting on his behalf shall not void the coverage afforded to the lienholder.
- (3) Change in title or ownership of the vehicle, or error in its description shall not void coverage afforded to the lienholder.

The policy does not cover conversion, embezzlement or secretion of the vehicle by the policyholder or anyone acting in his behalf while in possession under a contract with the lienholder.

A payment may be made to the lienholder which we would not have been obligated to make except for these terms. In such event, we are entitled to all the rights of the lienholder to the extent of such payment. The lienholder shall do whatever is necessary to secure such rights. No subrogation shall impair the right of the lienholder to recover the full amount of its claim.

We reserve the right to cancel this policy at any time as provided by its terms. In case of cancellation or lapse we will notify the lienholder at the address shown in the Declarations. We will give the lienholder advance notice of not less than 10 days from the effective date of such cancellation or lapse as respects his interest. Mailing notice to the loss payee is sufficient to effect cancellation.

The following applies as respects any loss adjusted with the mortgagee interest only:

- (1) Any deductible applicable to Comprehensive Coverage shall not exceed \$250.
- (2) Any deductible applicable to Collision Coverage shall not exceed \$250.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/07/2005

PRODUCER (303)442-1484 FAX (303)442-8822  
Taggart & Associates, Inc.  
1600 Canyon Boulevard  
P. O. Box 147  
Boulder, CO 80306

INSURED Native Ecology, Inc.  
P.O.Box 976  
Nederland, CO 80466

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.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Colony Insurance Company

INSURER B: Pinnacle Assurance

41190

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.

NSR ADDL TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL3334128	10/05/2005	10/05/2006	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) \$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4094685	07/13/2005	07/01/2006	WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Additional Insured: The State of Colorado, The Board of Governors of the Colorado State University System and Colorado State University.

## CERTIFICATE HOLDER

The State of Colorado, The Board of Governors of the Colorado State University System, and Colorado State University  
Colorado State Forest Service  
5060 Campus Delivery  
Ft. 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 60 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

Richard Wells CIC/RSW

*Richard Wells*

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ACORD 25 (2001/08)





# TAGGART INSURANCE

SOLID COVERAGE....SOLID COMPANIES....SOLID ADVICE

VIA FAX: 303.823.5768

October 7, 2005

Colorado State Forest Service  
5060 Campus Delivery  
Ft. Collins, CO 80523

Re: Native Ecology, Inc.  
Certificate of Insurance

To Whom It May Concern,

Sending you the current Certificate of Insurance for Native Ecology, Inc.

Let us know if we can assist any further.

Sincerely,

Richard S. Wells  
Account Manager

BUSINESS • PERSONAL • EMPLOYEE BENEFITS • HEALTH & DISABILITY

1600 Canyon Boulevard • P.O. Box 147 • Boulder, CO 80306-0147 • 303-442-1484 • Fax 303-442-8822  
Taggart & Associates Inc. • [www.taggartinsurance.com](http://www.taggartinsurance.com)



## Bid for Escape Road Fuel Break

To: Bob Bundy  
Colorado Forest Service  
5625 Ute Highway  
Longmont, CO 80503

From: Barry Bennett  
Native Ecology, Inc.  
P.O. Box 976  
Nederland, CO 80466

1st (303) 258-1753  
barryphd@yahoo.com  
2nd (720) 201-0922 cell

- Invasive Forms
- 805
- 4 copies
- Valerie / Marie Johnson



## Bid for Escape Road Fuel Break by Native Ecology, Inc.

**Bid Total:** \$48,400

Unit 1: \$8,280 (\$1,840/ac.)

Unit 2: \$11,200 (\$1,700/ac.)

Unit 3: \$16,800 (\$1,240/ac.)

Unit 4A: \$8,400 (\$1,660/ac.)

Unit 4B: \$3,600 (\$1,440/ac.)

### Action Plan

Native Ecology, Inc. plans to do this job safely, thoroughly, with minimal impact and with an excellent looking finished product. It is expected that the project would take a crew of 6 about 7 weeks to complete. A realistic estimate including lost time due to weather and other circumstances would anticipate a finish date around mid-September.

Our low impact methods include the use of only chainsaws, chipper and truck as mechanical tools. All material will be hand carried and no skid trails will be created. We also use Stihl Bioplus biodegradable bar oil (as it remains available) and are very careful to limit any fuel spills.

We are also very conscious of viewshed management, and will leave all chipped areas in a clean looking finished state. We will also be conscious of pile and lop and scatter placement so that they limit visual impact from the road and the houses. Regulations for stump height and chip depth will be treated as maximums in extreme circumstances, but we will cut stumps as low as we can and try to limit chip depth to 2 or 3 inches so as not to inhibit vegetation growth.

Our biggest concern is that this bid does not include chipping of materials in the "no chipping" areas. We have assumed that there will be additional chainsaw work to reduce the volume of the slash produced, but in some areas the amount of slash produced will exceed the limits on piling and lop and scatter. This is especially true in Unit 3 where the specifications are for 3 piles per acre and limited lop and scatter. The slash will have to go somewhere, but we are confident that agreement can be reached between the Contract Administrator and us to come up with acceptable alternatives.



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:**

THE BOARD OF FOURMILE FIRE PROTECTION DISTRICT HEREINAFTER REFERRED TO AS "FOURMILE FD"

CONTACT NAME: Bret Gibson  
CONTACT TITLE: FIRE CHIEF  
BUSINESS ADDRESS: 87 Four Mile Canyon  
CITY, STATE, ZIP: Boulder CO 80302  
PHONE: 303 444-0882  
FAX: 303 541-0665  
EMAIL: \_\_\_\_\_

FULL LEGAL NAME OF CONTRACTOR: NATIVE Ecology, INC  
TYPE OF BUSINESS: CORPORATION  
STATE OF BUSINESS REGISTRATION: CO  
BUSINESS ADDRESS: PO Box 976  
CITY, STATE, ZIP: Nederland, CO 80466  
FEIN or TAX ID#: 84-1502031  
CONTACT NAME: Barry Bennett  
PHONE: 303-258-1753  
FAX: \_\_\_\_\_  
EMAIL: barryphd@yahoo.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 Fourmile FD Account \_\_\_\_\_ and

WHEREAS, the Contractor was selected in accordance with State law as a result of an invitation for bid.

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

★ Non CSFS  
4mFD contract ★

Exhibit A to Independent Services Contract

Initials:

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## 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 Fourmile FD control as to the means and methods of accomplishing the work to be performed hereunder, but the Fourmile FD 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 not previously been an employee of the Fourmile FPD 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. 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 Fourmile FD 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.
2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the Fourmile FD; or (2) the following date: July 1, 2005 and shall terminate on December 31, 2005 unless sooner terminated as provided herein or extended by mutual written agreement of the parties. Contractor expressly acknowledges and agrees that this contract is not valid until the Fourmile FD Representative, or such assistant as he may delegate, has signed it. The Fourmile FD Representative or his/her delegate shall sign last. The Contractor is not authorized to begin performance until the Contract is signed and dated by the Fourmile FD Representative, below. If performance begins prior to the Effective Date, the Fourmile FD shall not be obligated to pay for the goods and/or services provided prior to such date.
3. **Payment Terms.**
  - A. **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$17,500 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.
  - B. **Method of Payment.** The Fourmile FPD 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

Exhibit A to Independent Services Contract

A-1

Initials:

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providing written notice to Fourmile FD containing all of the information required under this subsection. Fourmile FD 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 Fourmile FD 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 Fourmile FD 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 Fourmile FD 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 Fourmile FD 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 Fourmile FD, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, 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.

Initials:


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

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) ~~Professional liability insurance with minimum limits of liability of not less than \$1,000,000.~~ 

- B. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.
- C. The Insurance shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Fourmile FD 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 Fourmile FD, its officers, agents, employees and volunteers.
- E. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the Fourmile FD.
- F. The contractor shall provide certificates showing insurance coverage required by this contract to the Fourmile FD upon execution of this contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the Fourmile FD certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the Fourmile FD may request in writing, and the contractor shall thereupon within 10 days supply to the Fourmile FD, 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 Fourmile FD. All such materials shall be delivered to the Fourmile FD by the Contractor upon completion, termination, or cancellation of this contract.

Initials:

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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 Fourmile FD. 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 Fourmile FD may terminate this contract at any time the Fourmile FD determines that the purposes of the distribution of department moneys under the contract would no longer be served by completion of the project. The Fourmile FD 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 Fourmile FD, 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 Fourmile FD 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

Initials:

DIR  
BB



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.

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 Fourmile FD. Any unauthorized assignment shall be void. Fourmile FD 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.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
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. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
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.** 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: Contractor Bid

Exhibit A to Independent Services Contract

A-1

Initials:

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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:

Initials:

DR  
BB



**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**CONTRACTOR:**

6 NATIVE ECOLOGY, INC.

Full Legal Name of Contracting Entity

84-1502031

Social Security Number or FEIN

[Signature]

Signature of Authorized Officer

BARRY BENNETT, PRESIDENT

Print Name & Title of Authorized Officer

Date Signed: 6-30-05

**FOUR MILE FPD:**

Full Legal Name of Fire Department

[Signature]

Signature of Authorized Officer

Douglas L. Ray

Print Name of Authorized Officer

President

Title of Authorized Officer

Date Signed: 6/22/05

Attest Seal

By [Signature]  
Secretary

The contractor is not authorized to begin performance until the contract is signed and dated. If performance begins prior to the date above, the Fourmile FD may not be obligated to pay for the goods and/or services provided.

Initials:

DLR

[Signature]



**EXHIBIT A TO INDEPENDENT SERVICES CONTRACT  
SCOPE OF WORK**

**Escape Route Catastrophic Fire Risk Reduction & Fuel Break Project  
Escape Road**

**Project Location:**

The 23.75 acre treatment unit is located approximately five miles west of Boulder, Colorado along Escape Route Road. The treatment unit exists along the southern end of Escape Route Road stretching between the communities of Mountain Pines/Mountain Meadows and Logan Mill. The treatment unit can be most easily accessed from Boulder by taking Colorado Highway 119 west to Sugarloaf Road, Sugarloaf Road north to Mountain Meadows Road, Mountain Meadows Road north to Arkansas Mountain Road, and Arkansas Mountain Road north to Escape Route Road on the top of the ridge.

**Legal Description:** A portion of the southern half of section 19 of Township 1 North, Range 71 West in Boulder County, Colorado

**Parcel Numbers:** 18 parcels

**Size of Practice:** 23.75 acres on private lands

**Species:** Predominantly ponderosa pine and Douglas-fir with scattered rocky mountain juniper

**Estimated Duration:** 6 months

**Purpose:**

The project has the following objectives:

- Provide for a safer evacuation route for the local communities.
- Reduce wildfire hazards for multiple homes in Logan Mill and homes at the top of the ridge.
- Use Escape Route Road as a central access road for a shaded fuel break.
- Reduce wildfire hazards by greatly reducing tree densities, removal of ladder fuels, and modifying stand structure. Develop a much more open stand character.
- Improve forest health.

**Project Schedule:**

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than December 31, 2005 unless extended as per the provisions of said agreement. Work will proceed as agreed to by the contractor and CSFS forester with all work occurring to specifications throughout the identified area.

**General Prescription/Target Stand:**

The stand consists of a dense mix of ponderosa pine and Douglas-fir with scattered juniper. The project involves a fuel treatment unit that stretches from the top of a ridge along a descending road. The fuel break is setup on a predominately north facing aspect with slopes ranging from 0 to 75%. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter. The fuel break will be thinned to between 300 and 500 feet wide following the main road depending on the influence of natural and man-made features.

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Following the treatment, an average of 20 trees larger than 12" in DBH per acre will remain over the entire work site. Since stand conditions are variable, the retained number of trees ranges between 5 and 35 trees per acre. Spacing guides are provided below to aid contractors for bidding and implementation.

Residual Trees Per Acre	Spacing Between Trees (feet)
5	93
10	66
15	54
20	47
25	42
30	38
35	35

### **Agreement Specifications and Requirements**

#### **1. Felling Criteria**

- a. Workers shall have sufficient skills and experience to properly perform the work according to federal and state regulations.
- b. The Contractor, upon written request from the State Forestry Representative, shall remove any operator who does not perform work to specifications.
- c. The Contractor shall designate in writing the person(s) who shall represent the Contractor on the project site.
- d. All trees felled will be cut to a stump height of less than 6-inch on the uphill side and severed completely. Stumps within 100 feet of homes will be cut to less than 3-inches.
- e. Felled trees must be limbed to a 3-inch or less top diameter.
- f. Soil/trail damage will be repaired by the Contractor at the discretion of Colorado State Forest Service (CSFS).
- g. Safety signage along the main road must be used to notify the public of danger in the area of operations and to temporarily regulate access to that portion of road. The road must remain open at all times.
- h. Equipment and vehicles will be operated in a safe and controlled manner at all times.
- i. Light on the land techniques will be practiced, including minimizing soil and rock disturbance and soil compaction; minimizing damage by equipment to remaining live trees; mitigating damage to staging, product storage and work areas; petroleum product spillage will be mitigated; and operation areas will be kept as clean as possible.
- j. On weekends there is to be no cutting or chipping before 9:00am or within 300 feet of homes without written permission of the landowners. Management activities *may* be restricted to weekdays only if problems (noise) arise with the adjacent homeowners in the area.

Initials:

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- k. The project area boundary has been marked in ORANGE flagging. Unit boundaries are marked with BLUE flagging. BLM land boundaries are marked with YELLOW flagging. All unit corners have two to three colors on a tree, depending on if the unit includes BLM land. Contractor is not to cut any trees on BLM property outside of the identified units.
- l. The contractor must fell all trees marked with BLUE paint or as designated by the State Forestry Representative. BLUE painted markings primarily face away from the main road and homes.
- m. Notable trees of importance in defensible space zones or trees used to locate legal section corners within the unit are marked by a CSFS or BLM representative with pink tape. These trees are to be retained and protected as leave trees.
- n. All retained trees within the unit must be limbed up to a minimum of 6 feet from the ground or 1/3 the height of the tree (whichever is less).
- o. Large diameter dead standing trees (snags) that are not marked are to be protected unless they cause a safety concern to the contractor. In that case they may be cut and treated.

## **2. Yarding Methods/Criteria/Temporary Road Management**

- a. Logs will be skidded to only pre-approved landings and decks only, which are subject to modification. (See attached map)
- b. Contractors must use only the secondary trails existing on the unit map. No other trails may be created without the approval of the CSFS.
- c. The use of secondary roads will be allowed only during periods when the ground is dry to prevent excess damage to the roads. Equipment must be managed in order to minimize soil displacement
- d. Equipment must be capable of suspending the leading end of logs from the ground during any yarding operation.
- e. Further details on felled material is included in the section descriptions below.

## **3. Protection Measures/Fire Prevention Equipment/Safety**

- a. At all times there will be in the field no less than one fire tool with every person and no less than one fully operational fire extinguisher in every vehicle, including skidders. Should a fire occur, all crew members will take immediate suppression actions. The Contractor will be responsible for any fires if he or any of his agents or employees is found to be negligent. All chainsaws should have approved spark arrestors.
- b. Restore any road or skid trail to their pre-project condition. Restoration may include installation of water drainage structures or placing woody debris and slash on disturbed areas. Grass seeding and may be required under this agreement if extensive resource damage occurs.
- c. The Contractor will take appropriate preventative measures to ensure that any spill of oil or oil products does not occur.

Initials:

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#### 4. Access

- a. The project area may be reached by state, county or other public access routes that are passable by pickup truck, weather permitting. If roads become inaccessible due to snow, fallen trees, slides, washouts, and the like, the CSFS Representative may direct the Contractor to use other access routes.
- b. The Colorado State Forest Service (CSFS) and Four Mile Fire Protection District assume no obligation to do special maintenance to keep roads open.
- c. The chosen Contractor shall not drive beyond the limits of reasonable access to the contract area(s). The Contractor shall not abuse the privilege of access to the properties for personal purposes.

#### 5. Removable Materials and Slash:

The objective of slash and materials treatment is to remove enough slash to reduce fuels buildup to an acceptable level, yet leave enough on site for future soil development and to prevent significant erosion on skid trails and disturbed areas. The following guidelines, along with the specifications for each section should be used throughout the project area. Specific onsite locations of treatment types may be negotiated if excess need arises during implementation. There are five methods to utilize the materials resulting from treatment. They are listed below in order of method priority.

##### a. Directional Felling Contour Logs

1. Directionally felled contour logs are to be left on all slopes greater than 30% within the treatment unit to act as water and erosion barriers.
2. The contour logs are to be placed perpendicular to the main direction of the slope in a herring bone pattern with less than 300 lineal feet of boles per acre. The lengths shall be laid discontinuously throughout the unit so as not to touch each other or be stacked. The overall formation of the lengths of wood should alternate their location on the hillside. (Use "Figure 1" below as a guideline)
3. Contour logs must be limbed completely, be greater than 8 feet in length, and greater than 6 inches in diameter on the bottom and 3 inches in diameter on the top.
4. The boles must be left to lay perpendicular to the slope following the contour as much as possible.
5. All contour logs must have at least 50% of the log in contact with the ground and have existing anchors (stable rocks or stumps) on each side. Contour logs must be placed directly on the ground and not atop the assemblage of any wildlife piles or lop and scatter areas.

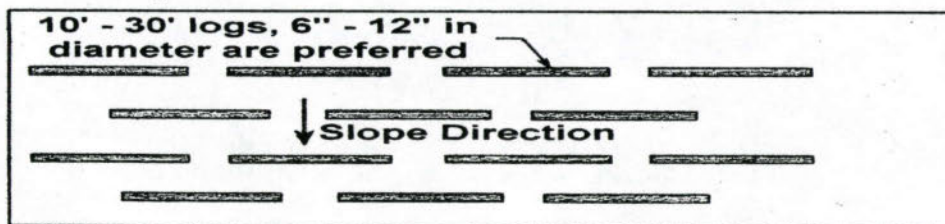


FIGURE 1 - Theoretical Pattern for Contour Tree Felling

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b. Round Wood

1. Round wood over 6 inches in diameter that is not used as part of the contour felling shall be set aside in designated accessible areas (see attached map).
2. The round wood is primarily the property of the local landowners and may be removed by the contractor if the local landowners do not want it.
3. Stacked poles must be well organized for easy extraction for landowners.
4. Refer to the "Treatment Unit Specifications" below for more detailed requirements on the areas where round wood stacking is required.

c. Chipping

1. A portion of the slash less than six inches in diameter will be pulled to a nearby road or trail to be chipped (see "Treatment Unit Specifications" below for detailed requirements on the areas where chipping is required).
2. That which is broadcast chipped back on the work site should be done to a maximum depth of 6" to ensure proper decomposition and nitrogen recycling.
3. A portion of the chips may be piled in designated areas along the secondary trails in Unit 3 and 4B. (See attached map)

d. Slash Piles

1. Piles shall be located in clearings where possible.
2. Piles shall be no larger than 8ft wide x 8ft long x 8ft high.
3. Piles shall be as compact as possible so that they do not topple, to prevent snow from entering them and to facilitate complete combustion in the event that they are burned.
4. Piles shall be located at least 15 feet away from residual trees, 75 feet away from the main road, and shall not exist in chipping areas, unless otherwise approved.
5. Piles shall not be placed on rock outcroppings, in ditches, near culverts, in streambeds, on roads, on stumps, or on down woody material greater than 6 inches in diameter.
6. All materials in piles shall not exceed 6 inches in diameter.
7. For this project, alternative proposals for slash treatment (chipping, etc.) are acceptable.
8. There will be no piles created in the designated chipping areas (See section descriptions below).

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e. **Lop and Scatter**

1. Small amounts of slash may be left on the forest floor. Scattered slash should not exceed 12 inches in depth, six feet in length, or cover more than 50% of the ground in a discontinuous pattern.
2. This should not be done within 50 feet of the main road, in any chipping areas, or within 100 feet of any home.
3. This slash should be used to compliment the contour felling and erosion control, but should be minimized so as not cover the contours completely.
4. All but 100 lineal feet per acre of dead and down existing material must be treated.

**6. Protection of Natural and Developed Resources**

- a. Impacts to the soils must be such that no more than 15% of the project site will be left in a compacted or eroded condition.
- b. Precautions shall be taken to prevent the release of any petroleum product, especially near any stream, wetland, or body of water. An "Oil Spill Plan" may be required for addressing equipment repairs, petroleum spills, refueling, etc., prior to commencement of operations.
- c. All archeological/historical resources such as mines shall be protected.
- d. The project site must be kept clean and free of garbage, included but not limited to: lunch materials, fuel cans, oil and any other debris generated as a result of general forestry operations. All wastes shall be stored in closed containers, removed from the work site and disposed of in accordance with federal, state and county laws, codes and regulations. Location of contractor-supplied portable toilets will be coordinated with the CSFS Representative.
- e. A portable toilet will be required for 10 workers or more.
- f. All logging equipment must be thoroughly cleaned prior to arrival at, and departure from, the project site to minimize the spread of noxious weeds.

**7. Mountain Pine Beetle & Ips Beetle Recognition and Prevention**

- a. The contractor is responsible for treating any cut material in a timely fashion. Slash or round wood should never be within five feet of retained trees.
- b. The contractor is responsible for treating any trees with mountain pine beetle (MPB) or ips beetle infestation. The infested trees must be cut down then chipped, debarked, or undergo solar treatment.
- c. Once an infested tree is identified and cut, the remaining trees will be closely monitored by the contractor and CSFS.
- d. If significant beetle activity results from cutting, treatment in the unit may be postponed by the judgment of the CSFS representative.

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## 8. Treatment Unit Specifications

Within each of the sections, all of the above criteria applies. The specifications below further detail how the materials are to be treated in each section. The project area boundary has been marked in orange flagging.

### a. Unit 1 (3.75 acres)

1. On the uphill side of the road all material under 6 inches in diameter must be chipped.
2. On the uphill side of the road all round wood over 6 inches in diameter shall be stacked within designated areas (see map).
3. On the downhill side of the road all material within 50 feet of the road and under 6 inches in diameter must be chipped.
4. On the downhill side of the road all material beyond 50 feet of the road and not contour felled must be piled or lopped and scattered. There is a maximum of 6 slash piles allowed per acre and piles must be at least 75 feet below the road cut.
5. There are screening concerns existing in this unit. Coordinate with the CSFS representative when working on uphill side of this unit.

### b. Unit 2 (6.5 acres)

1. Small diameter material under 6 inches in diameter must be chipped within 50 of the road on both the uphill and downhill side.
2. On both sides of the road all material beyond 50 feet of the road and not contour felled must be piled or lopped and scattered. There is a maximum of 6 wildlife piles allowed per acre and piles must be at least 75 feet from the road.

### c. Unit 3 (13.5 acres, 2 homes existing in the section)

1. Chip everything under 6 inches in diameter, except for small diameter material existing in three identified areas. (see map). The three areas where there is "No Chipping Necessary" are located more than 50 feet from accessible roads or trails.
2. Stack all 6 inch or greater diameter large round wood in designated places (see map).
3. There may be 3 wildlife piles per acre and minimal lopped and scattered material remaining in the three identified areas where chipping is not required. Piles must be at least 75 feet from the road.

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**EXHIBIT B TO INDEPENDENT SERVICES CONTRACT  
PAYMENT SCHEDULE**

Invoices must be submitted in writing. Request for payment may be submitted upon completion of each of the three project units. Invoices for half the cost bid on the units 1, 2, and 3 should be sent to the Fourmile FD. A separate contract will be done with the Colorado State Forest Service to cover the other half of the cost of treatment for the units. The Fourmile FD will not be held accountable for any payment from the Colorado State Forest Service or Colorado State University.

When payment requests are made, the CSFS Contract Administrator will inspect the work completed and approve payment. The invoices must identify the number of acres completed. These acres must have all blue marked trees cut and slash treated to the identified method for the area. There are no partial payments. Payment for acres will only be submitted when all required work on the unit is complete.

Fourmile FD invoices shall be submitted to:

Bret Gibson  
Chief  
Fourmile Fire Protection District  
91 Four Mile Canyon Road  
Boulder, Colorado 80302

(303) 444-0882  
(303) 541-0665 (Fax)  
[bldmtnldge@netzero.net](mailto:bldmtnldge@netzero.net)

Initials:

DL



## **Bid for Escape Road Fuel Break**

To: Bob Bundy  
Colorado Forest Service  
5625 Ute Highway  
Longmont, CO 80503

From: Barry Bennett  
Native Ecology, Inc.  
P.O. Box 976  
Nederland, CO 80466



## Bid for Escape Road Fuel Break by Native Ecology, Inc.

**Bid Total:** \$48,400

Unit 1: \$8,280 (\$1,840/ac.)

Unit 2: \$11,200 (\$1,700/ac.)

Unit 3: \$16,800 (\$1,240/ac.)

Unit 4A: \$8,400 (\$1,660/ac.)

Unit 4B: \$3,600 (\$1,440/ac.)

### Action Plan

Native Ecology, Inc. plans to do this job safely, thoroughly, with minimal impact and with an excellent looking finished product. It is expected that the project would take a crew of 6 about 7 weeks to complete. A realistic estimate including lost time due to weather and other circumstances would anticipate a finish date around mid-September.

Our low impact methods include the use of only chainsaws, chipper and truck as mechanical tools. All material will be hand carried and no skid trails will be created. We also use Stihl Bioplus biodegradable bar oil (as it remains available) and are very careful to limit any fuel spills.

We are also very conscious of viewshed management, and will leave all chipped areas in a clean looking finished state. We will also be conscious of pile and lop and scatter placement so that they limit visual impact from the road and the houses. Regulations for stump height and chip depth will be treated as maximums in extreme circumstances, but we will cut stumps as low as we can and try to limit chip depth to 2 or 3 inches so as not to inhibit vegetation growth.

Our biggest concern is that this bid does not include chipping of materials in the "no chipping" areas. We have assumed that there will be additional chainsaw work to reduce the volume of the slash produced, but in some areas the amount of slash produced will exceed the limits on piling and lop and scatter. This is especially true in Unit 3 where the specifications are for 3 piles per acre and limited lop and scatter. The slash will have to go somewhere, but we are confident that agreement can be reached between the Contract Administrator and us to come up with acceptable alternatives.



Careful!!  
Not Stapled

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2 copies of  
4 mile attachments  
(actual contract may  
have changed)



EXHIBIT A TO INDEPENDENT SERVICES CONTRACT  
SCOPE OF WORK

**Escape Route Catastrophic Fire Risk Reduction & Fuel Break Project**  
**Escape Road**

**Project Location:**

The 23.75 acre treatment unit is located approximately five miles west of Boulder, Colorado along Escape Route Road. The treatment unit exists along the southern end of Escape Route Road stretching between the communities of Mountain Pines/Mountain Meadows and Logan Mill. The treatment unit can be most easily accessed from Boulder by taking Colorado Highway 119 west to Sugarloaf Road, Sugarloaf Road north to Mountain Meadows Road, Mountain Meadows Road north to Arkansas Mountain Road, and Arkansas Mountain Road north to Escape Route Road on the top of the ridge.

**Legal Description:** A portion of the southern half of section 19 of Township 1 North, Range 71 West in Boulder County, Colorado

**Parcel Numbers:** 18 parcels

**Size of Practice:** 23.75 acres on private lands

**Species:** Predominantly ponderosa pine and Douglas-fir with scattered rocky mountain juniper

**Estimated Duration:** 6 months

**Purpose:**

The project has the following objectives:

- Provide for a safer evacuation route for the local communities.
- Reduce wildfire hazards for multiple homes in Logan Mill and homes at the top of the ridge.
- Use Escape Route Road as a central access road for a shaded fuel break.
- Reduce wildfire hazards by greatly reducing tree densities, removal of ladder fuels, and modifying stand structure. Develop a much more open stand character.
- Improve forest health.

**Project Schedule:**

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than December 31, 2005 unless extended as per the provisions of said agreement. Work will proceed as agreed to by the contractor and CSFS forester with all work occurring to specifications throughout the identified area.

**General Prescription/Target Stand:**

The stand consists of a dense mix of ponderosa pine and Douglas-fir with scattered juniper. The project involves a fuel treatment unit that stretches from the top of a ridge along a descending road. The fuel break is setup on a predominately north facing aspect with slopes ranging from 0 to 75%. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter. The fuel break will be thinned to between 300 and 500 feet wide following the main road depending on the influence of natural and man-made features.

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Following the treatment, an average of 20 trees larger than 12" in DBH per acre will remain over the entire work site. Since stand conditions are variable, the retained number of trees ranges between 5 and 35 trees per acre. Spacing guides are provided below to aid contractors for bidding and implementation.

Residual Trees Per Acre	Spacing Between Trees (feet)
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### **Agreement Specifications and Requirements**

#### **1. Felling Criteria**

- a. Workers shall have sufficient skills and experience to properly perform the work according to federal and state regulations.
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- i. Light on the land techniques will be practiced, including minimizing soil and rock disturbance and soil compaction; minimizing damage by equipment to remaining live trees; mitigating damage to staging, product storage and work areas; petroleum product spillage will be mitigated; and operation areas will be kept as clean as possible.
- j. On weekends there is to be no cutting or chipping before 9:00am or within 300 feet of homes without written permission of the landowners. Management activities *may* be restricted to weekdays only if problems (noise) arise with the adjacent homeowners in the area.

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- k. The project area boundary has been marked in ORANGE flagging. Unit boundaries are marked with BLUE flagging. BLM land boundaries are marked with YELLOW flagging. All unit corners have two to three colors on a tree, depending on if the unit includes BLM land. Contractor is not to cut any trees on BLM property outside of the identified units.
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- b. Restore any road or skid trail to their pre-project condition. Restoration may include installation of water drainage structures or placing woody debris and slash on disturbed areas. Grass seeding and may be required under this agreement if extensive resource damage occurs.
- c. The Contractor will take appropriate preventative measures to ensure that any spill of oil or oil products does not occur.

Initials:

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#### 4. Access

- a. The project area may be reached by state, county or other public access routes that are passable by pickup truck, weather permitting. If roads become inaccessible due to snow, fallen trees, slides, washouts, and the like, the CSFS Representative may direct the Contractor to use other access routes.
- b. The Colorado State Forest Service (CSFS) and Four Mile Fire Protection District assume no obligation to do special maintenance to keep roads open.
- c. The chosen Contractor shall not drive beyond the limits of reasonable access to the contract area(s). The Contractor shall not abuse the privilege of access to the properties for personal purposes.

#### 5. Removable Materials and Slash:

The objective of slash and materials treatment is to remove enough slash to reduce fuels buildup to an acceptable level, yet leave enough on site for future soil development and to prevent significant erosion on skid trails and disturbed areas. The following guidelines, along with the specifications for each section should be used throughout the project area. Specific onsite locations of treatment types may be negotiated if excess need arises during implementation. There are five methods to utilize the materials resulting from treatment. They are listed below in order of method priority.

##### a. Directional Felling Contour Logs

1. Directionally felled contour logs are to be left on all slopes greater than 30% within the treatment unit to act as water and erosion barriers.
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3. Contour logs must be limbed completely, be greater than 8 feet in length, and greater than 6 inches in diameter on the bottom and 3 inches in diameter on the top.
4. The boles must be left to lay perpendicular to the slope following the contour as much as possible.
5. All contour logs must have at least 50% of the log in contact with the ground and have existing anchors (stable rocks or stumps) on each side. Contour logs must be placed directly on the ground and not atop the assemblage of any wildlife piles or lop and scatter areas.

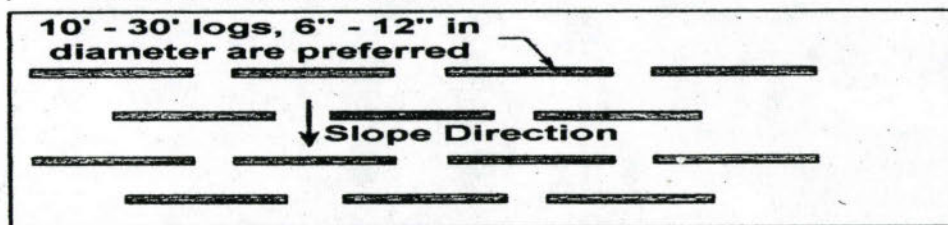


FIGURE 1 - Theoretical Pattern for Contour Tree Felling

Exhibit A to Independent Services Contract

A-1

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b. Round Wood

1. Round wood over 6 inches in diameter that is not used as part of the contour felling shall be set aside in designated accessible areas (see attached map).
2. The round wood is primarily the property of the local landowners and may be removed by the contractor if the local landowners do not want it.
3. Stacked boles must be well organized for easy extraction for landowners.
4. Refer to the "Treatment Unit Specifications" below for more detailed requirements on the areas where round wood stacking is required.

c. Chipping

1. A portion of the slash less than six inches in diameter will be pulled to a nearby road or trail to be chipped (see "Treatment Unit Specifications" below for detailed requirements on the areas where chipping is required).
2. That which is broadcast chipped back on the work site should be done to a maximum depth of 6" to ensure proper decomposition and nitrogen recycling.
3. A portion of the chips may be piled in designated areas along the secondary trails in Unit 3 and 4B. (See attached map)

d. Slash Piles

1. Piles shall be located in clearings where possible.
2. Piles shall be no larger than 8ft wide x 8ft long x 8ft high.
3. Piles shall be as compact as possible so that they do not topple, to prevent snow from entering them and to facilitate complete combustion in the event that they are burned.
4. Piles shall be located at least 15 feet away from residual trees, 75 feet away from the main road, and shall not exist in chipping areas, unless otherwise approved.
5. Piles shall not be placed on rock outcroppings, in ditches, near culverts, in streambeds, on roads, on stumps, or on down woody material greater than 6 inches in diameter.
6. All materials in piles shall not exceed 6 inches in diameter.
7. For this project, alternative proposals for slash treatment (chipping, etc.) are acceptable.
8. There will be no piles created in the designated chipping areas (See section descriptions below).

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e. **Lop and Scatter**

1. Small amounts of slash may be left on the forest floor. Scattered slash should not exceed 12 inches in depth, six feet in length, or cover more than 50% of the ground in a discontinuous pattern.
2. This should not be done within 50 feet of the main road, in any chipping areas, or within 100 feet of any home.
3. This slash should be used to compliment the contour felling and erosion control, but should be minimized so as not cover the contours completely.
4. All but 100 lineal feet per acre of dead and down existing material must be treated.

**6. Protection of Natural and Developed Resources**

- a. Impacts to the soils must be such that no more than 15% of the project site will be left in a compacted or eroded condition.
- b. Precautions shall be taken to prevent the release of any petroleum product, especially near any stream, wetland, or body of water. An "Oil Spill Plan" may be required for addressing equipment repairs, petroleum spills, refueling, etc., prior to commencement of operations.
- c. All archeological/historical resources such as mines shall be protected.
- d. The project site must be kept clean and free of garbage, included but not limited to: lunch materials, fuel cans, oil and any other debris generated as a result of general forestry operations. All wastes shall be stored in closed containers, removed from the work site and disposed of in accordance with federal, state and county laws, codes and regulations. Location of contractor-supplied portable toilets will be coordinated with the CSFS Representative.
- e. A portable toilet will be required for 10 workers or more.
- f. All logging equipment must be thoroughly cleaned prior to arrival at, and departure from, the project site to minimize the spread of noxious weeds.

**7. Mountain Pine Beetle & Ips Beetle Recognition and Prevention**

- a. The contractor is responsible for treating any cut material in a timely fashion. Slash or round wood should never be within five feet of retained trees.
- b. The contractor is responsible for treating any trees with mountain pine beetle (MPB) or ips beetle infestation. The infested trees must be cut down then chipped, debarked, or undergo solar treatment.
- c. Once an infested tree is identified and cut, the remaining trees will be closely monitored by the contractor and CSFS.
- d. If significant beetle activity results from cutting, treatment in the unit may be postponed by the judgment of the CSFS representative.

Initials:

\_\_\_\_\_

\_\_\_\_\_



## 8. Treatment Unit Specifications

Within each of the sections, all of the above criteria applies. The specifications below further detail how the materials are to be treated in each section. The project area boundary has been marked in orange flagging.

### a. Unit 1 (3.75 acres)

1. On the uphill side of the road all material under 6 inches in diameter must be chipped.
2. On the uphill side of the road all round wood over 6 inches in diameter shall be stacked within designated areas (see map).
3. On the downhill side of the road all material within 50 feet of the road and under 6 inches in diameter must be chipped.
4. On the downhill side of the road all material beyond 50 feet of the road and not contour felled must be piled or lopped and scattered. There is a maximum of 6 slash piles allowed per acre and piles must be at least 75 feet below the road cut.
5. There are screening concerns existing in this unit. Coordinate with the CSFS representative when working on uphill side of this unit.

### b. Unit 2 (6.5 acres)

1. Small diameter material under 6 inches in diameter must be chipped within 50 of the road on both the uphill and downhill side.
2. On both sides of the road all material beyond 50 feet of the road and not contour felled must be piled or lopped and scattered. There is a maximum of 6 wildlife piles allowed per acre and piles must be at least 75 feet from the road.

### c. Unit 3 (13.5 acres, 2 homes existing in the section)

1. Chip everything under 6 inches in diameter, except for small diameter material existing in three identified areas. (see map). The three areas where there is "No Chipping Necessary" are located more than 50 feet from accessible roads or trails.
2. Stack all 6 inch or greater diameter large round wood in designated places (see map).
3. There may be 3 wildlife piles per acre and minimal lopped and scattered material remaining in the three identified areas where chipping is not required. Piles must be at least 75 feet from the road.

Initials:

\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT B TO INDEPENDENT SERVICES CONTRACT  
PAYMENT SCHEDULE**

The contractor (Native Ecology, Inc.) will be paid a total not to exceed \$17,500. Payments will be made upon inspection and approval of work completed to contract specifications. Payment requests may be submitted upon completion of all required work in each of the three project units. Maximum invoice amount for each unit is as follows:

Unit 1 - \$3,500

Unit 2 - \$5,600

Unit 3 - \$8,400

Total - \$17,500

Final payment will be held until all work is completed as per the specifications shown in this contract's Exhibit A.

Fourmile FD invoices shall be submitted to:

Bret Gibson

Chief

Fourmile Fire Protection District

91 Four Mile Canyon Road

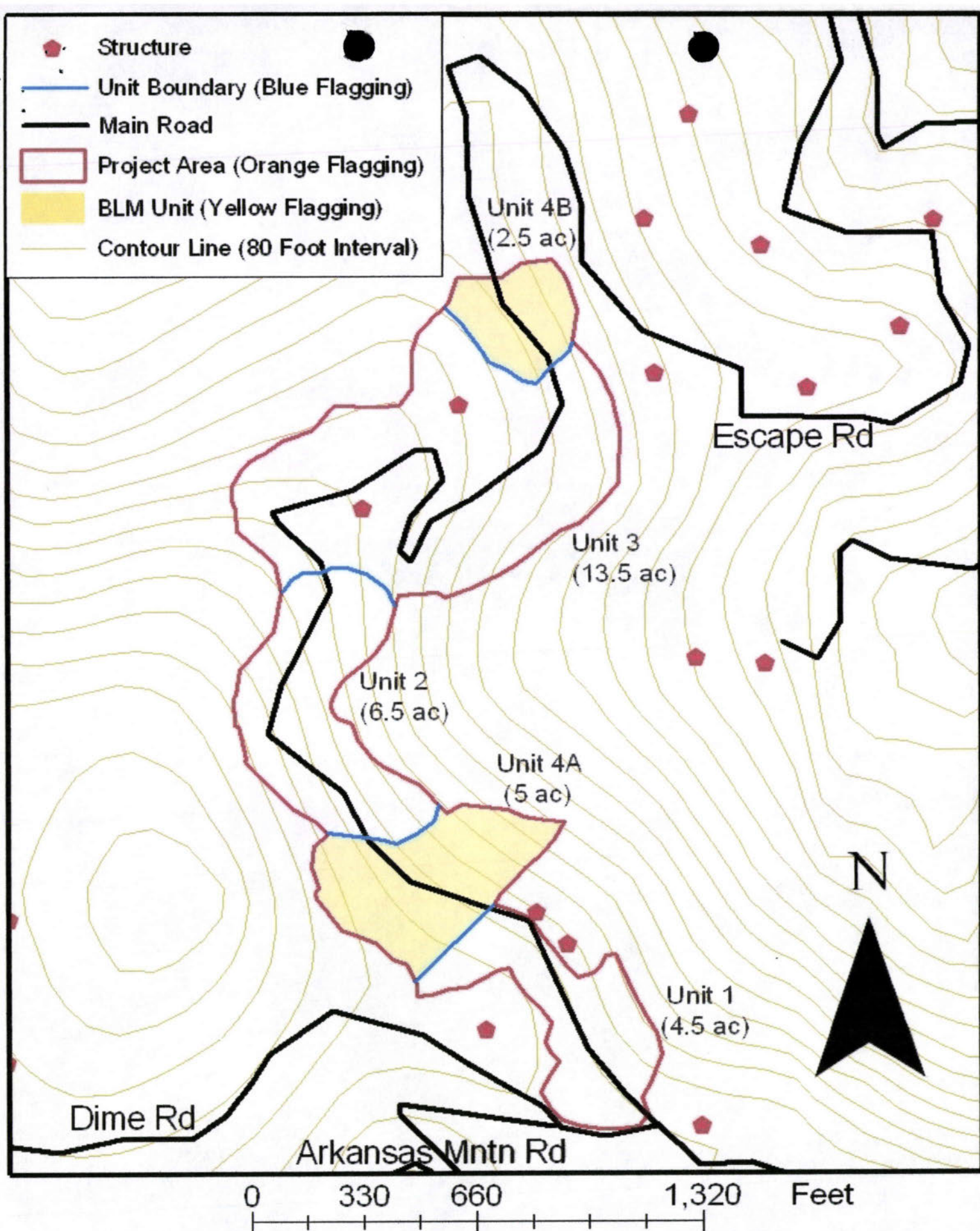
Boulder, Colorado 80302

(303) 444-0882

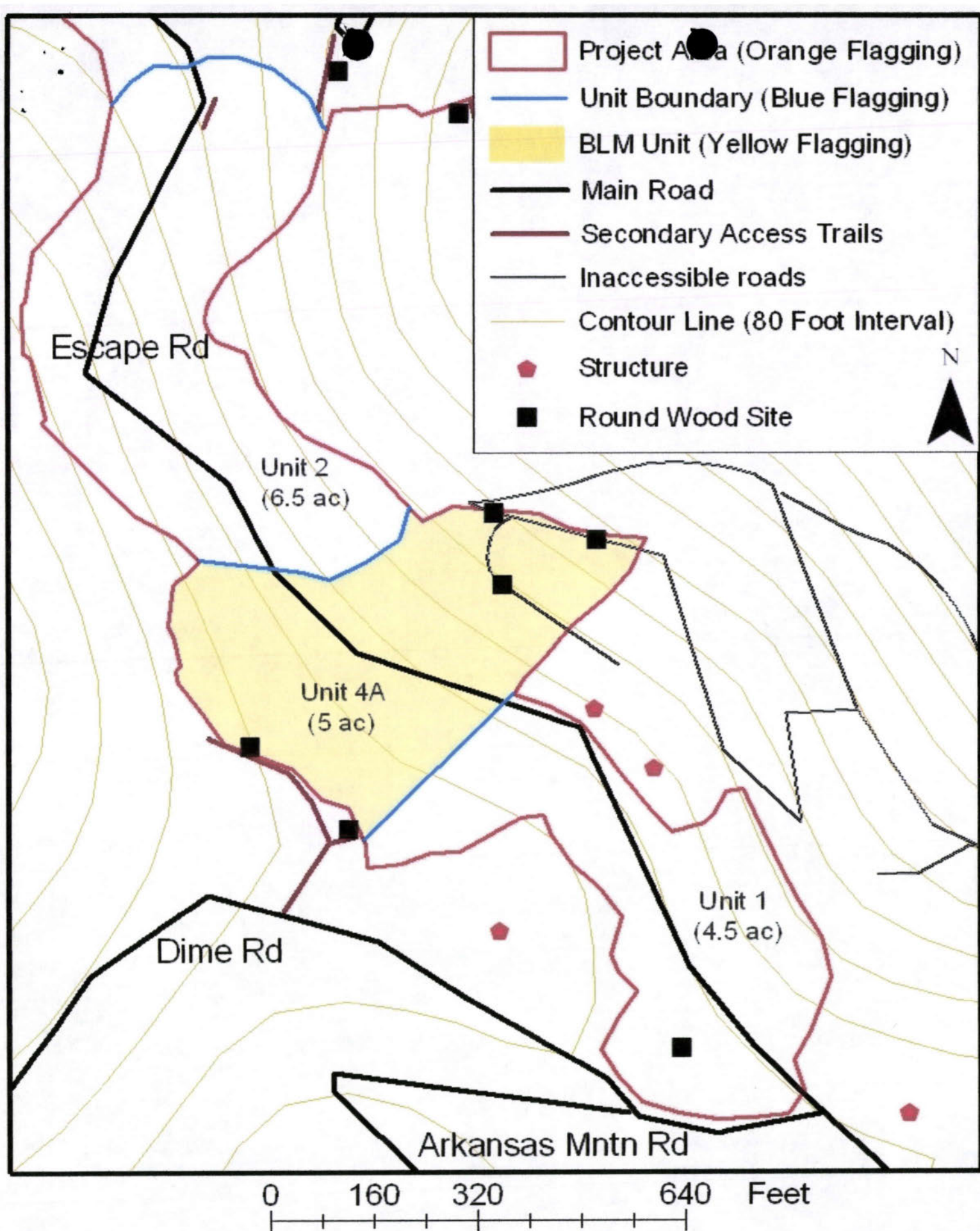
(303) 541-0665 (Fax)

[bldmtnlldge@netzero.net](mailto:bldmtnlldge@netzero.net)











- Project Area (Orange Flagging)
- Unit Boundary (Blue Flagging)
- BLM Unit (Yellow Flagging)
- No Chipping Necessary
- Main Road
- Secondary Access Trails
- Contour Line (80 Foot Interval)
- Structure
- Round Wood Site
- Chipping Pile

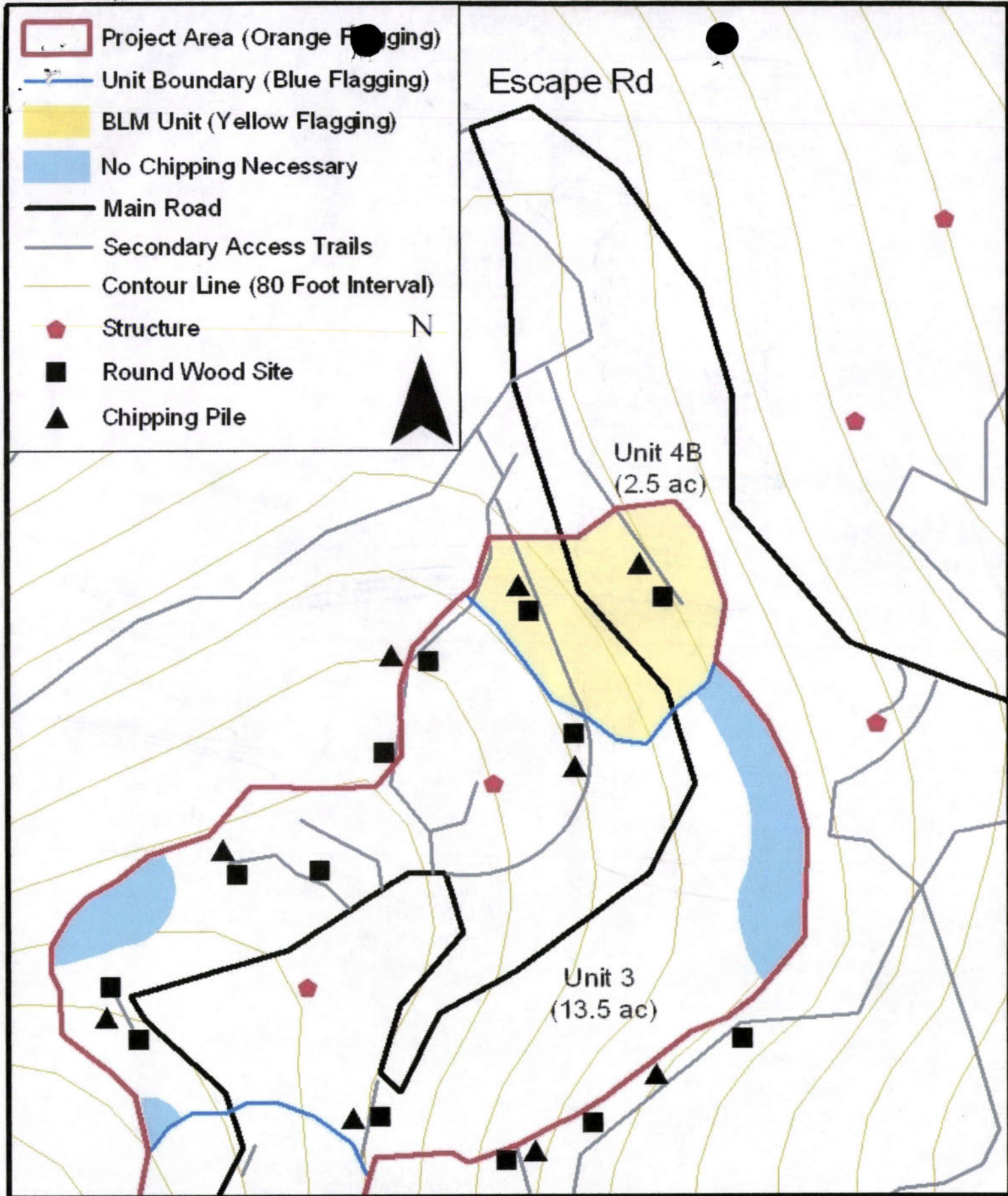
N

Escape Rd

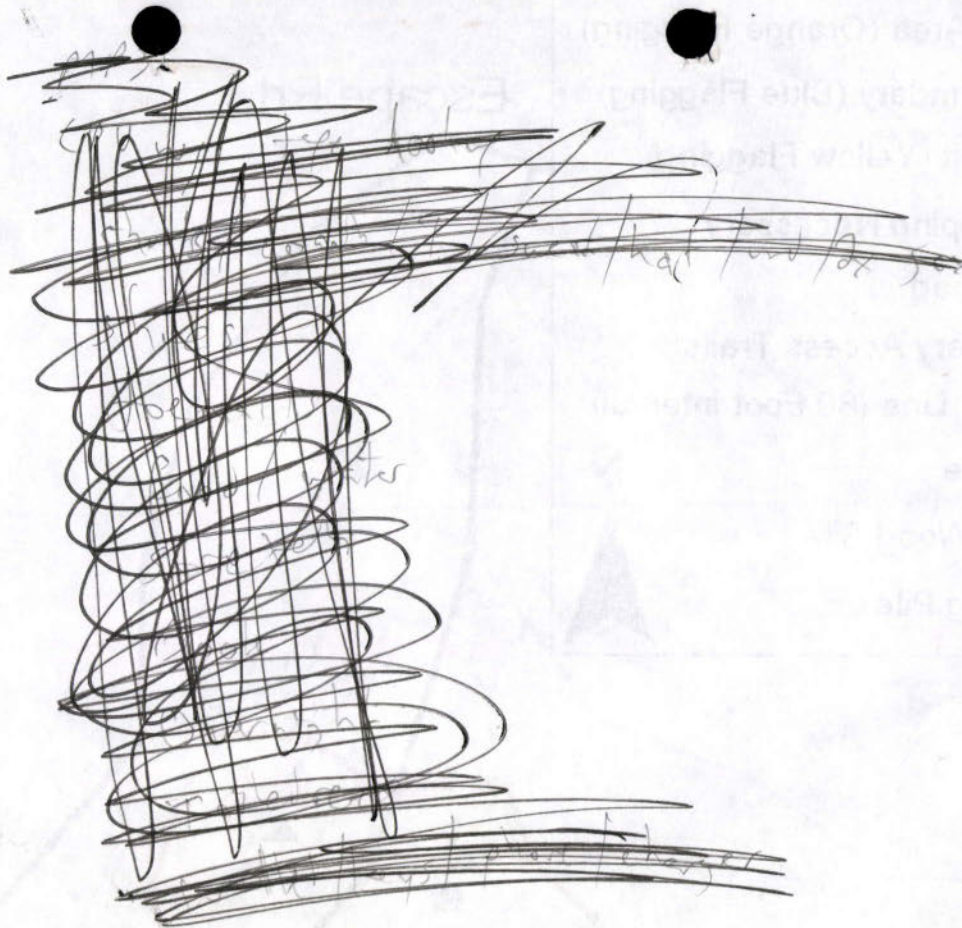
Unit 4B  
(2.5 ac)

Unit 3  
(13.5 ac)

0 160 320 640 Feet







286 from D  
14.9 from A

over on contract  
from real

Peace not

286 from

2.3

56

1000

1000

make 1000



## CSFS 820 (Revised 4/02)

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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 11/14/05

Comments:

**Resale to Cooperator:**

CSFS Invoice #:

[illegible]

**Payment Authorization:**

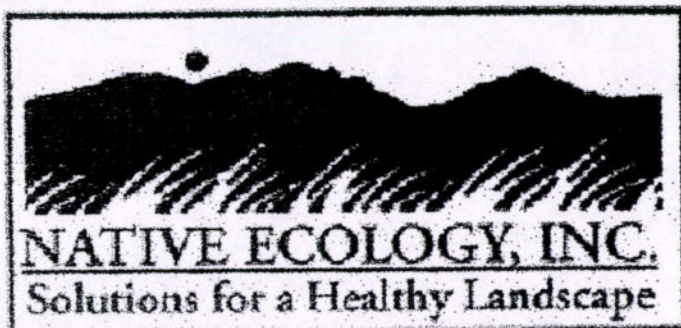
Account Manager or Designee Signature

Date \_\_\_\_\_



**Invoice**

11/10/2005



Native Ecology, Inc.  
PO Box 976  
Nederland, CO 80466  
303-258-1753

**Bill to:**

Colorado State University  
Purchasing Department  
Fort Collins, CO 80523-6010  
970-491-5105  
970-491-5523 (fax)

Date	Description	Amount
11/9/2005	Escape Route Fire Risk Reduction Unit 3 PO# P319468	\$8,400.00
Total		\$8,400.00





DATE

PURCHASE ORDER

08/02/05

P319468

## 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

NOT APPLICABLE

PURCH. CONTACT

PHONE

DEPT. NO.

JOHN SWARO

(970) 491-1397

Q071366

5060

V0001028560-10

V  
E  
N  
D  
O  
RNATIVE ECOLOGY INC  
PO BOX 976  
NEDERLAND CO 80466S BOB BUNDY  
H CSFS BOULDER DISTRICT  
I 5625 UTE HIGHWAY  
P REFERENCE P.O. P319468  
T LONGMONT CO 80503  
O

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

QTY.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			SERVICE AGREEMENT  COLORADO STATE UNIVERSITY WILL REMIT PAYMENT VIA ELECTRONIC FUNDS TRANSFER (EFT) TO THE ACCOUNT(S) SPECIFIED BY THE VENDOR UNLESS A DIFFERENT PAYMENT METHOD IS AGREED UPON. SEE THE ATTACHED ELECTRONIC PAYMENT INFORMATION REQUEST FORM FOR INSTRUCTIONS.		
01	1.00	LOT	SERVICE AGREEMENT FOR ESCAPE ROUTE CATASTROPHIC FIRE RISK REDUCTION AND FUEL BREAK PROJECT IN BOULDER COUNTY PER ATTACHED CONTRACT END DATE: DEC 31, 2005  PAYMENT BY INVOICE PER CONTRACT  TERMS AND CONDITIONS FOR CSU-FEDERAL CONTRACTS ATTACHED MUST BE CONSIDERED A PART OF THIS PURCHASE ORDER.  DE	17,500.0000	17,500.00

WHEN YOU RECEIVE THE ABOVE ITEM(S) COMPLETE, SIGN, DATE & RETURN THIS COPY W/ COPY OF PACKING SLIP TO S.O.  
SIGNED Bob Bundy  
DATE REC'D 11/14/05

TOTAL

CONTINUED

## PAYMENTS

## PAYMENTS

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

DEPARTMENT



## REQUEST FOR PAYMENT

CSFS 820 (Revised 4/02)

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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 9/14/05

Comments:

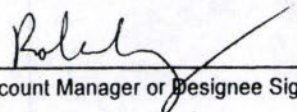
Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for Fuels Reduction Services on Escape Route Catastrophic Fire Risk Reduction & Fuel Break Project - Unit 2				
6.5 acres for \$5,600	\$5,600	5-36828	4550	
Reference PO # P319468				

\$5,600

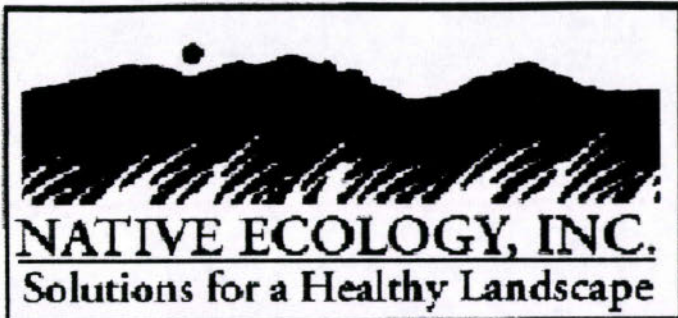
Payment Authorization:

  
Account Manager or Designee Signature9/14/05  
Date



## Invoice

9/12/2005



Native Ecology, Inc.  
PO Box 976  
Nederland, CO 80466  
303-258-1753

Bill to:
Colorado State University Purchasing Department Fort Collins, CO 80523-6010 970-491-5105 970-491-5523 (fax)

Date	Description	Amount
8/12/2005	Escape Route Fire Risk Reduction Unit 2 PO# P319468	\$5,600.00
Total		\$5,600.00



## REQUEST FOR PAYMENT

CSFS 820 (Revised 4/02)

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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 8/16/05

Comments:

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for Fuels Reduction Services on Escape Route Catastrophic Fire Risk Reduction Fuel Break Project Unit 1				
4.5 acres for \$3,500	\$3,500	5-36828	4550	
Reference PO# P319468				

Payment Authorization:

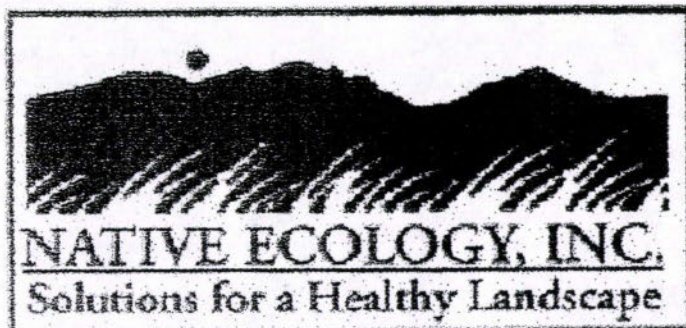
\$3,500

Robert A. Bundy  
Account Manager or Designee Signature

8/16/05  
Date



## Invoice



8/14/2005

Native Ecology, Inc.  
PO Box 976  
Nederland, CO 80466  
303-258-1753

## Bill to:

Colorado State University  
Purchasing Department  
Fort Collins, CO 80523-6010  
970-491-5105  
970-491-5523 (fax)

Date	Description	Amount
8/12/2005	Escape Route Fire Risk Reduction Unit 1 PO# P319468	\$3,500.00
Total		\$3,500.00





Office of Accounts Payable  
Business and Financial Services  
200 Johnson Hall  
Fort Collins, CO 80523  
(970) 491-7113  
FAX: (970) 491-2253

**ELECTRONIC PAYMENT INFORMATION REQUEST FORM****(Please use one form for EACH remittance address)**

Colorado State University's method of payment is via electronic funds transfer (EFT) to an account specified by the vendor. All vendors must complete this form, and in doing so, authorize the University to direct payments to the account identified. All vendors may change the account to which payments are directed by submitting a new copy of this form. The University will attempt to redirect all payments to the new account within thirty days of receiving a new form. CSU has five calendar days to reverse an incorrect payment. In order to receive an EFT payment in a timely manner, please submit this form within ten business days of receipt. If you have previously provided this information, please disregard this request.

Upon completion, please submit this form to:

Colorado State University  
Accounts Payable  
6003 Campus Delivery  
Fort Collins, CO 80523-6003

\*or\* fax to (970) 491-2253, Attn: Accounts Payable

The EFT information you provide will be associated with the remit address filled in on this form. If your remit address is different than the one filled in on the form, please provide the correct remit address that will be on the invoices you send.

Vendor Name: NATIVE ECOLOGY, INC.

Remit Address: P.O. BOX 976  
NEOERLAND, CO 80466

Name of Your Bank: WELLS FARGO

Bank Address: 1242 PEARL ST., BOULDER, CO 80302

Bank Routing (ABA) Number: 102000076

Account Name: NATIVE ECOLOGY, INC.

Account Number: 1828110922

Account Type (circle one): Checking \*OR\* Savings \_\_\_\_\_

**Individual Authorized to Release this Information:**

Name: BARRY BENNETT

Phone #: (303) 258-1753 Title: PRESIDENT

Signature: [Signature]

**Your Company Contact:**

Name: BARRY BENNETT

Phone #: (303) 258-1753 Title: PRESIDENT

**Method of Receiving Remittance Advice:**

Please check one of the options below for the method of notification of payment.

If you are changing your remittance advice to the Addenda option, please check here \_\_\_\_\_

☒ Email: BARRY PHD @ YAHOO.COM

☐ FAX: ( ) \_\_\_\_\_

☐ US Postal Service

☐ Addenda - Remittance Advice through your Bank (you will need to discuss how this electronic data is received by you with your bank)



For use by CSU only: V# 1028560



Prospectus

- we had field meeting to discuss all of this
- #2 fight the system not the project
- Paralysis of bureaucracy

To: Bob Bundy  
Front Range Fuels Treatment Partnership Forester

Re: Escape Road Fuel Break Project

A few questions, concerns and comments

What feasibility study was done? What was the planning process? Who with in depth field experience in fuel break construction was consulted? The rugged topography, the density of housing, the woefully inadequate access / egress is an absolute design for disaster. The modification of a few acres at very high cost does not change the fact that it is absolutely fool hardy to build and/or continue to live in such a high-risk area.

Anchor Pointe  
CSFS/4m Plan  
Allen experience  
Only feasible option  
Have to do something  
SL project  
by not worthwhile

What are the funding sources that each agency will use? Who determines and how do they determine if this is a wise and judicious use of taxpayer's dollars? What is the oversight mechanism?

FRRFP match FD  
BLM  
FRRFP/FD/BLM  
- request written

Why are you using an Independent Services Contract? If this project is to be done, a cost plus 10% contract is appropriate. The agencies proposing this project need to be willing to share the pain and their staff held personal accountability for the success or failure. Another exercise of dump on the contractor is unacceptable.

Bids!  
pay for service

Re: Agreement Specifications and Requirements  
ADD

The County/State Forest Representatives shall have sufficient skills and experience to properly perform the work. Who was their mentor? Where is the resume of their practical experience?

→ Allen's project

The Contractor reserves the right to reject any representative of any agency, at any time for any reason.

- what?  
Contractor  
works for  
agency, not other  
way around

Explain the use of the word county in the term County/State Forest Representative.

1. Felling Criteria.

- e. Observation: It is more cost effective to do whole tree chipping.
- j. **Do the homeowners want this or not?** Don't ask the contractor to restrict his methods of operations for petty and unrealistic reasons?  
Yes! It will be noisy! Take a vacation!

→ mistake?  
→ that is fine  
→ politics 101

- k. Who are the individuals that did the tree painting? What funding was used to pay for this and how much? What are the dates (time frame) that this painting was accomplished?

- CSFS/GoCo  
to specs  
→ none of your  
business  
how applicable

3. Protection Measures/Fire Prevention Equipment /Safety

- a. Why are you requiring a person to carry a fire tool with them outside of fire season or at times of low fire danger?

→ because

Nice to know that the expense of buying a fire extinguisher is only for skidders, vehicles and not required for other equipment.

→ Sorry

Not Picking!



will/shall

Since chainsaws "should" have spark arrestors does that mean you don't have the regulatory authority to "require" them?

- Nit Pick

4. Access

b. What responsibility does the county have to do road maintenance? Where is their written commitment?

- private roads

c. Who defines what the limits of reasonable access are? Define abuse of privilege. Define personal purposes.

- cutting ops only  
not free relay

5. b

Taxpayer's providing high cost firewood to the property owner! What requirements are on the property owner to get rid of all of this excessive forest fuel?

- There property  
Does the contractor  
want it?

c. Chipping

**Again whole tree chipping and hauling the chips get the fuel hazard out of the forest**

#1 complaint  
materials removal

d. Slash Piles

**Cover the piles**

e. Lop and Scatter

**Not a viable option for a fuel break**

← Only option  
\$/time/for  
the contractor

7.

d. Any action by the agencies or homeowners that delays, interferes or causes additional expense for the contractor will be immediately compensated or the contract time extended at the discretion of the contractor.

← NO

8. Treatment Unit Specifications

d. And e.

Explain the July 31<sup>st</sup> delay.

← not applicable,  
paid for service

d.4 Who are the local landowners? What are their attitudes, concerns, and opinions? Have any background checks been made. Are there any restraining orders?

← we have contracts  
we represent  
landowners and  
have agreements

Just what is the contractor getting into?

Maps need to clearly depict detailed topography and land ownership with distance and bearing

← too detailed  
already  
land ownership - N/A,  
the rest is on there

Last but not least

What are the regulations of the FRFTP?

N/A

What are the regulations on the funds used for this project?

N/A

Who in CSFS thinks it's an admirable goal to become a clone of the U.S. Forest Circus.

Been There, Done that.

← fighting the system  
not the  
project

Joe Turner



# Escape Route Project Landowners

NAME	ADDRESS1	CITY	STATE	ZIPCODE	STREETNO	STREETNAME	ACRES
RINGOEN DAVID & KRISTIN	2985 MANNS RANCH RD. #1	VAIL	CO	81657-4649	001784	ARKANSAS MOUNTAIN	11.000
BONELLI JOSEPH E	552 BLACKHAWK RD	BOULDER	CO	80303-4008	001287	ESCAPE	20.790
BRAY STEPHANIE E	595 ARKANSAS MOUNTAIN RD	BOULDER	CO	80302	000595	ARKANSAS MOUNTAIN	9.860
CANNON POWERS DARCIE DIANE & (STEVEN MICHAEL POWERS)	523 ARKANSAS MOUNTAIN RD	BOULDER	CO	80302	000523	ARKANSAS MOUNTAIN	5.080
HANKS ANNE VIRGINIE & TONY JOSEF HANKS	2346 BROADWAY #1	BOULDER	CO	80304	001761	ARKANSAS MOUNTAIN	5.160
EVANS ROLAND O & ORIANNE L	948 NORTH ST 5	BOULDER	CO	80304	001193	ESCAPE	1.320
GAGE WILLIAM J	1563 ARKANSAS MOUNTAIN RD	BOULDER	CO	80302-9999	001563	ARKANSAS MOUNTAIN	8.860
RINGOEN JOHN R & SUSAN C	578 ARKANSAS MOUNTAIN RD	BOULDER	CO	80302-9255	000578	ARKANSAS MOUNTAIN	25.310

Neuhauser John F & Ima J 7677 Alabama Hwy 28E COA TOPA, AL 35470 - 9614  
 (Living Trust)  
 1160 Logan Mill 10.08 Acres

Walker, Dewand PO Box 4147 Boulder 80306-4147  
 1055 Escape ~140 Acres

1154 Ted Gladieux

Rackey - D Space not included



## 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 Deward Walker (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: [enter street address and/or legal description of property to be accessed; attach map if possible]  
Approximately 4 acres above the old burn site on  
Escape Route Road (200' below and 100' above the road).
2. Effective Dates. This License shall be effective beginning on [date] 3-29-05 and shall terminate on [date] 12-31-05. 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;  
☒ to perform the following other activities: \* See below \*
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 gross negligence or intentional acts of the Licensor). Licensor hereby releases the Licensees, and any of them, from any and all liability or responsibility for injuries caused to the Property as a result of the activities allowed under this License (except for injuries caused by the gross negligence or intentional acts of a Licensee, but as to

\* The biomass materials created by forest thinning on the property will be dealt with by having the roundwood stacked and the resulting woodchips piled along the road for easy loading by the property owner.



such injuries, nothing herein shall be construed or applied as a waiver of any immunity provided by law). The Parties understand and agree that the liability of the State of Colorado and CSFS is at all times herein governed and controlled by the Governmental Immunity Act, C.R.S. sections 24-10-101, et seq., as now or hereafter amended).

C. 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:**

Deward Walker  
PO Box 4147  
Boulder, CO 80302  
(303) 442-6719  
(303) 442-7970 FAX

With a copy to:

Contracts Manager  
309 Administration Bldg.  
6001 Campus Delivery  
Fort Collins, CO 80523-6001

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.



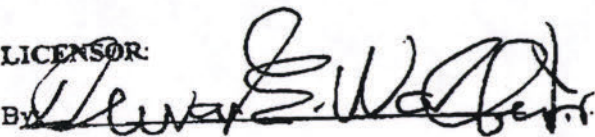
6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
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.



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By



Deward E. Walker, Jr  
Print Name & Title      Owner

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest

By

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


(Seal)

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

By:

not required  
Brian C. Chase  
Director of Facilities

By:

  
Jim Hubbard  
Director, Colorado State Forest Service

APPROVED:

By:

not required  
Robert Schur  
University Contracts Manager



## 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 Gunther & Ellen Weir (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: [enter street address and/or legal description of property to be accessed; attach map if possible]  
523 Arkansas Mtn Rd.  
Boulder CO 80302
2. Effective Dates. This License shall be effective beginning on [date] 6/6/05 and shall terminate on [date] December 31st 2005. 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;
  - ☐ to perform the following other activities:  
\_\_\_\_\_
4. License Fee. Licensee shall pay a fee to Licensor in the amount of \$ \_\_\_\_\_ 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:**

Günther + Ellen Wei  
523 Arkansas Ave Rd  
Boulder CO 80302

With a copy to:

Contracts Counsel  
202 Administration Bldg.  
0006 Campus Delivery  
Fort Collins, CO 80523-6001

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.



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

**LICENSOR:**

By: Ellen Weil

Ellen Weil - Property Owner  
Print Name & Title

**CORPORATIONS:**

(A corporate seal or attestation is required.)

Attest (Seal)

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

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

By: Tom D. Wilcox  
for William Wilcox - Interim  
Director, Colorado State Forest Service

**APPROVED AS TO FORM:**

By: not required - RWS  
Robert Schur  
University Contracts Council



## 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 JOHN RINGOLD (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: [enter street address and/or legal description of property to be accessed; attach map if possible]  
578 ARIZONA MTN RD.  
POUNCE, CO 80302
2. **Effective Dates.** This License shall be effective beginning on [date] 5/31/05 and shall terminate on [date] 9/1/05. 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;
  - ☐ to perform the following other activities: \_\_\_\_\_
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:**

John Ringgen  
578 Arkansas Mtn Rd  
Boulder, CO 80302

With a copy to:

Contracts Counsel  
202 Administration Bldg.  
0006 Campus Delivery  
Fort Collins, CO 80523-6001

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.



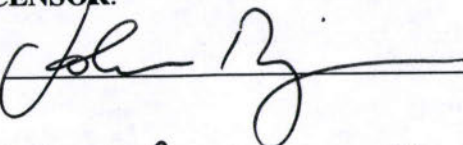
6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.
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.



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT


LICENSOR:

By:

  
JOHN RINGOLD owner.  
Print Name & Title

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

By:

  
William Wilcox - Interim  
Director, Colorado State Forest Service

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By

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

APPROVED AS TO FORM:

By:

not required  
Robert Schur  
University Contracts Council



## 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 Joseph Bonelli (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: [enter street address and/or legal description of property to be accessed; attach map if possible]  
Approximately seven acres along the road at 1287 Escape Route Road. (200' below road & 100' above road)
2. Effective Dates. This License shall be effective beginning on [date] 3-29-05 and shall terminate on [date] 12-31-05. 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;  
☒ to perform the following other activities: Mark "remove trees" with paint
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 gross negligence or intentional acts of the Licensor). Licensor hereby releases the Licensees, and any of them, from any and all liability or responsibility for injuries caused to the Property as a result of the activities allowed under this License (except for injuries caused by the gross negligence or intentional acts of a Licensee, but as to



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CSFS BODIST

PAGE 23

such injuries, nothing herein shall be construed or applied as a waiver of any immunity provided by law). The Parties understand and agree that the liability of the State of Colorado and CSFS is at all times herein governed and controlled by the Governmental Immunity Act, C.R.S. sections 24-10-101, et seq., as now or hereafter amended).

C. 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:**

Joseph Bonelli;  
552 Blackhawk Rd  
Boulder, CO 80303  
(303) 554-9157

With a copy to:

Contracts Manager  
309 Administration Bldg.  
6001 Campus Delivery  
Fort Collins, CO 80523-6001

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.



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CSFS BODIST

PAGE 05

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

**LICENSOR:**

By: *Joe Banelli*

Joseph E. Banelli, Owner

Print Name & Title

**CORPORATIONS:**

(A corporate seal or attestation is required.)

Attest

(Seal)

By: \_\_\_\_\_

(Corporate Secretary or Equivalent)

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

By: *not required*

Brian C. Chase  
Director of Facilities

By: *Jim Hubbard*

Jim Hubbard  
Director, Colorado State Forest Service

**APPROVED:**

By: *not required*

Robert Schur  
University Contracts Manager



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 Bill Gage (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: [enter street address and/or legal description of property to be accessed; attach map if possible]  
1563 Arkansas Mountain Road
2. Effective Dates. This License shall be effective beginning on [date] 3-29-05 and shall terminate on [date] 12-31-05. 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;  
☒ to perform the following other activities: Mark "remove trees" with paint
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 gross negligence or intentional acts of the Licensor). Licensor hereby releases the Licensees, and any of them, from any and all liability or responsibility for injuries caused to the Property as a result of the activities allowed under this License (except for injuries caused by the gross negligence or intentional acts of a Licensee, but as to



such injuries, nothing herein shall be construed or applied as a waiver of any immunity provided by law). The Parties understand and agree that the liability of the State of Colorado and CSFS is at all times herein governed and controlled by the Governmental Immunity Act, C.R.S. sections 24-10-101, et seq., as now or hereafter amended).

C. 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:**

Bill Gage  
1563 Arkansas Mtn Rd  
Boulder, CO 80302  
(303) 443-6545

With a copy to:

Contracts Manager  
309 Administration Bldg.  
6001 Campus Delivery  
Fort Collins, CO 80523-6001

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.



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By:

Bill Gage

BILL GAGE LANDOWNER

Print Name & Title

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest

(Seal)

By

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

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

By:

not required

Brian C Chase  
Director of Facilities

By:

For J. Warden

Jim Hubbard  
Director, Colorado State Forest Service

APPROVED:

By:

not required

Robert Schur  
University Contracts Manager



00-001

## 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 Jed Gladieux (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: [enter street address and/or legal description of property to be accessed; attach map if possible]  
Approximately one acre on 1154 Escape Route Road
2. Effective Dates. This License shall be effective beginning on [date] 3-29-05 and shall terminate on [date] 12-31-05. 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;
  - ☒ to perform the following other activities: mark "remove trees" with paint
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 gross negligence or intentional acts of the Licensor). Licensor hereby releases the Licensees, and any of them, from any and all liability or responsibility for injuries caused to the Property as a result of the activities allowed under this License (except for injuries caused by the gross negligence or intentional acts of a Licensee, but as to



such injuries, nothing herein shall be construed or applied as a waiver of any immunity provided by law). The Parties understand and agree that the liability of the State of Colorado and CSFS is at all times herein governed and controlled by the Governmental Immunity Act, C.R.S. sections 24-10-101, et seq., as now or hereafter amended).

C. 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:**

Jed Gladioux  
1154 Escape Route Rd  
Boulder, CO 80302  
(303) 449-2994

With a copy to:

Contracts Manager  
309 Administration Bldg.  
6001 Campus Delivery  
Fort Collins, CO 80523-6001

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.



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: [Signature]

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

LED GLADIEUX - PROPERTY OWNER  
Print Name & Title

By: not required  
Brian C. Chase  
Director of Facilities

CORPORATIONS:

(A corporate seal or attestation is required.)

By: [Signature]  
for Jim Hubbard  
Director, Colorado State Forest Service

Attest

(Seal)

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

APPROVED:

By: not required  
Robert Schur  
University Contracts Manager



# 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 Roland Evans (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: [enter street address and/or legal description of property to be accessed; attach map if possible]  
Approximately one acre at 1193 Escape Route Road.  
1.3 acres.
2. Effective Dates. This License shall be effective beginning on [date] 3-29-05 and shall terminate on [date] 12-31-05. 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;
  - ☒ to perform the following other activities: Mark "remove trees" with paint
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 gross negligence or intentional acts of the Licensor). Licensor hereby releases the Licensees, and any of them, from any and all liability or responsibility for injuries caused to the Property as a result of the activities allowed under this License (except for injuries caused by the gross negligence or intentional acts of a Licensee, but as to



such injuries, nothing herein shall be construed or applied as a waiver of any immunity provided by law). The Parties understand and agree that the liability of the State of Colorado and CSFS is at all times herein governed and controlled by the Governmental Immunity Act, C.R.S. sections 24-10-101, et seq., as now or hereafter amended).

C. 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:**

Roland Evans  
1193 Arkansas mtn Rd *Escape Rd*  
Boulder, CO 80302  
(303) 939-8922

With a copy to:

Contracts Manager  
309 Administration Bldg.  
6001 Campus Delivery  
Fort Collins, CO 80523-6001

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.



THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: 

ROLAND EVANS

Print Name & Title

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest

(Seal)

By: \_\_\_\_\_

(Corporate Secretary or Equivalent)

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

By: not required

Brian C. Chase

Director of Facilities

By: 

Jim Hubbard

Director, Colorado State Forest Service

APPROVED:

By: not required

Robert Schur

University Contracts Manager