

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:

Q073588

| |
|--|
| 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: Denise White |
| DEPARTMENT: Colorado State Forest Service |
| 5060 CAMPUS DELIVERY |
| COLORADO STATE UNIVERSITY |
| FORT COLLINS, CO 80523-5060 |
| TELE: (970) 491-8348 |
| FAX: (970) 491-8645 |
| EMAIL:denise@lamar.colostate.edu |

| |
|--|
| FULL LEGAL NAME OF CONTRACTOR: |
| Enviro Land Management, LLC |
| TYPE OF BUSINESS: <u>Limited Liability Company</u> |
| STATE OF BUSINESS REGISTRATION: CO |
| BUSINESS ADDRESS: 767 Valley Court, Suite 2 |
| CITY, STATE, ZIP: Grand Junction, CO 81505 |
| FEIN or TAX ID#: 71-0881342 |
| CONTACT NAME: Lance Armstrong, Dave Dodd |
| DEPARTMENT: |
| TELE: (970) 242-4356 |
| FAX: (970) 242-4388 |
| EMAIL: lancea@ddiequip.com, dave@ddiequip.com |

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. \$29,749.34 from 5-36624 and \$29,749.34 from 5-30067; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Documented Quote number D100293;

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: _____ and shall terminate on June 2, 2006 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 _____ 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 \$59,498.68 and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

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

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

6. **Insurance Requirements**

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

- 1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- 2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 general aggregate;
 - c. \$1,000,000 products and completed operations aggregate; and
 - d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

Notwithstanding this subsection A, if the contractor is a "public entity" within the meaning of the Colorado

Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

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

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

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

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

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

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

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

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

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

amount. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

11. **Notices.** All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained,. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above. **A copy of every notice to CSU shall be provided to: Office of the General Counsel, 01 Administration Building, 0006 Campus Delivery, Fort Collins, CO 80523-0006.**
12. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
13. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor's assignment or subcontract in violation of this section.
14. **Binding effect.** 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:** _____
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.

Issued by the State Controller's Office Date Issued: 7/1/74 Rule 3-1 Date Revised: 8/1/05

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

Enviro Land Management, LLC
Full Legal Name of Contracting Entity

71-0881342

Social Security Number or FEIN


Signature of Authorized Officer

LANCE ARMSTRONG, MEMBER
Print Name & Title of Authorized Officer

Date Signed: 3/07/06

CORPORATIONS:

(A corporate seal or attestation is required.)

Attest (Seal)

By Melanie R. Borschauer
(Corporate Secretary or Equivalent)

commission expires 9/29/2009

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

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

By: Frank Krappes
for

Printed Name: John Utterback
Title: Director of Purchasing

APPROVED:

By: Tom J. Ward
Dean or Department Head

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

By: Robert Schur
Associate Legal Counsel
Colorado State University

**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: Leslie M. Shenefelt
Date: 4/1/2006

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

Lory State Park Forest Health and Fuels Reduction

Purpose

This project has been designed to:

- Eradicate dwarf mistletoe to improve stand health.
- Reduce fuel loading to decrease the chance of fire passing to or from private lands to the West.
- Reduce the number of Douglas-fir on the northern slopes.
- Expand current openings/meadows to allow for increased forage for wildlife.

General Description of Work

Work will be performed based on the prescriptions listed below and as described during the pre-work site visit of the project. The work involves removal of dwarf mistletoe-infected trees and general thinning to be conducted through mechanical mulching. Chainsaws will be needed to girdle wildlife trees.

Legal Description and Location

This 67-acre unit is located along the western boundary of Lory State Park in Larimer County. The unit is within the West ½ of Section 14, Township 7 North, Range 70 West, which is found on the Horsetooth Reservoir topographic quadrangle map.

The Colorado State Forest Service will administer the project on behalf of the landowner, Colorado State Parks.

Contract Period

Contractor may operate any time of day, seven days a week from March 1, 2006 to June 2, 2006, with the exception of May 20 and May 21, when the contractor may not operate. Project must be completed by June 2, 2006. No contract extensions will be allowed for this project.

Additional Performance Standards

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

The project area will be divided into three blocks. The project administrator must approve the first completed block before work may begin on the second block and the second block must be approved

Initials:

LA
TAW
JH

before starting work on the third block. Once each block is approved by the project administrator the contractor may submit an invoice for the completed block(s).

Ruts and/or depressions in the soil caused by contractor equipment will be less than eight inches deep. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall be removed and placed in covered drums or other acceptable containers for proper disposal by the contractor. In areas where machines have used a path repeatedly waterbars will be installed by the contractor if the project administrator determines they are necessary.

The contract administrator may require the contractor to mulch leave trees that have been significantly damaged (broken top, multiple equipment scars, equipment scarring in excess of 12" x 6" on the trunk, or an area encompassing more than two-thirds of the trunk circumference) by the contractor. The contractor must minimize damage to residual trees. The contractor will be charged \$20 for each significantly damaged tree that is 4 inches dbh or greater.

All access roads will be kept passable at all times. Roads and other improvements will be repaired to the same condition as found prior to the start of work. This repair may include repairing or replacing drainage control features. Significant damage to existing roads or other improvements caused by the contractor will be repaired by the contractor as soon as practical. The contract administrator and State Parks staff will determine if road repair is necessary. Any significant accumulations of mulch on the access road will be removed by the contractor at the end of the project.

Damaged gates, fences, or signs will be repaired or replaced by the contractor, at the discretion of the contract administrator or State Parks staff.

Smoking will only be allowed in vehicles. Each vehicle must have a Class A fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.

The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. Machine operations should avoid driving through weed areas.

Neither trash nor litter will be left by the contractor anywhere on the Park, access route, or vicinity. Daily hauling of any trash generated by the contractor is the contractor's responsibility.

No camping will be allowed on Park property.

It is the responsibility of the contractor to follow all rules and regulations established for Lory State Park. Kathy Seiple of Colorado State Parks is the manager for Lory State Park and can be contacted at (970) 493-1623.

Exhibit A to Independent Services Contract

A-1

Initials:

CA

JS

All issues and concerns of adjacent property owners and others shall be referred to the project administrator.

Damage Deposit

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

Subcontracting

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

Access

Access to the project area will be from North County Road 25G, a paved road north of the entrance to Lory State Park. From 25G, travel is on a narrow public gravel road (Red Cedar Drive), which winds through a subdivision for approximately 1.4 miles. Then a private road is accessed through a private locked gate. This section of road is narrower, has very steep inclines, contains sharp turns, and may require a 4-wheel drive vehicle. It is approximately 1 mile in length. A gate owned by Lory State Park is located near the property boundary. The project area begins approximately 1 mile south of this gate along a poorly-maintained Park access road. This access road forms the eastern boundary of the project area for approximately 2500 feet.

The speed limit on Park property is 25 miles per hour. Posted and un-posted speed limits must be observed on all roads leading to the project area.

The vehicle and trailer used to haul the masticating equipment may not be taken on Red Cedar Drive. These may be left at a designated area on Lory State Park property.

The contractor must provide a lock for both access gates and leave the gates locked in a way that allows others access with separate locks.

Boundary

The unit boundary will be delineated in blue paint, except most of the south and west boundaries which are delineated by fencing. Trees bordering the project will be painted with vertical blue stripes, facing the interior of the project. The contractor will mulch all painted boundary trees.

Exhibit A to Independent Services Contract

A-1

Initials:

LA
[Handwritten signature]
JL

Prescription

The trees to be removed in a small demonstration area will be marked with a dot of yellow paint at dbh. Other than this marked demonstration area, the contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the Park or contract administrator. Work will begin in the demonstration area.

With the exceptions stated below, all live ponderosa pine trees with any amount of dwarf mistletoe will be mechanically mulched. Exceptions: The contractor will mechanically girdle and leave for wildlife use all live 10-inch dbh or larger dwarf mistletoe infected trees with a limit of 200 for the entire project and a maximum of five per each acre. This means that some acres may not have any girdled trees and other acres will have up to five girdled trees. Any live 10-inch dbh or larger infected trees beyond 200 will be felled and masticated down to a 6-inch top. All limbs will be masticated. Tree boles below the 6-inch top will be left intact. Mechanical girdling is defined as removing a 2-inch wide band of bark and cambium completely around a bole.

Existing snags being used by wildlife or snags greater than 10 inches dbh will be retained.

Target basal area is 60 square feet per acre for choosing remaining trees to be thinned, maintaining fewer poorly formed (often suppressed), damaged, diseased (such as western gall rust), and dead trees to maintain park aesthetics, selecting against Douglas-fir, and leaving no less than 10 feet between Douglas-fir trees less than 5 inches dbh. Some live "character" trees may be left. The use of a prism or angle gauge may be needed to meet the target basal area. Residual trees will be left in an uneven and clumpy pattern with a representation of all diameter classes.

All trees to be removed shall be mechanically masticated and no mulched material shall be larger than four feet long and eight inches in diameter. Also, chip depth will not exceed ten inches. Previously dead and down woody material should not be mulched and larger diameter down logs should be left intact as much as possible. All stumps will be cut as close to the ground as possible, but in no circumstances will stump height exceed four inches on the uphill side. Ephemeral drainage areas will not be used as primary travel routes.

Administration

Start date must be approved by project administrator. No work will begin without the presence of the project administrator. Work must be started within 5 working days of the contractor's receipt of the signed contract.

Upon project completion, the contractor must request a final inspection by the contract administrator. This final inspection will be no later than May 26, 2006. Any additional work must be completed by June 2, 2006. Final invoicing for the work must be submitted to the contract administrator by June 5, 2006. Payment will be processed upon successful completion of the project and after final inspection is complete.

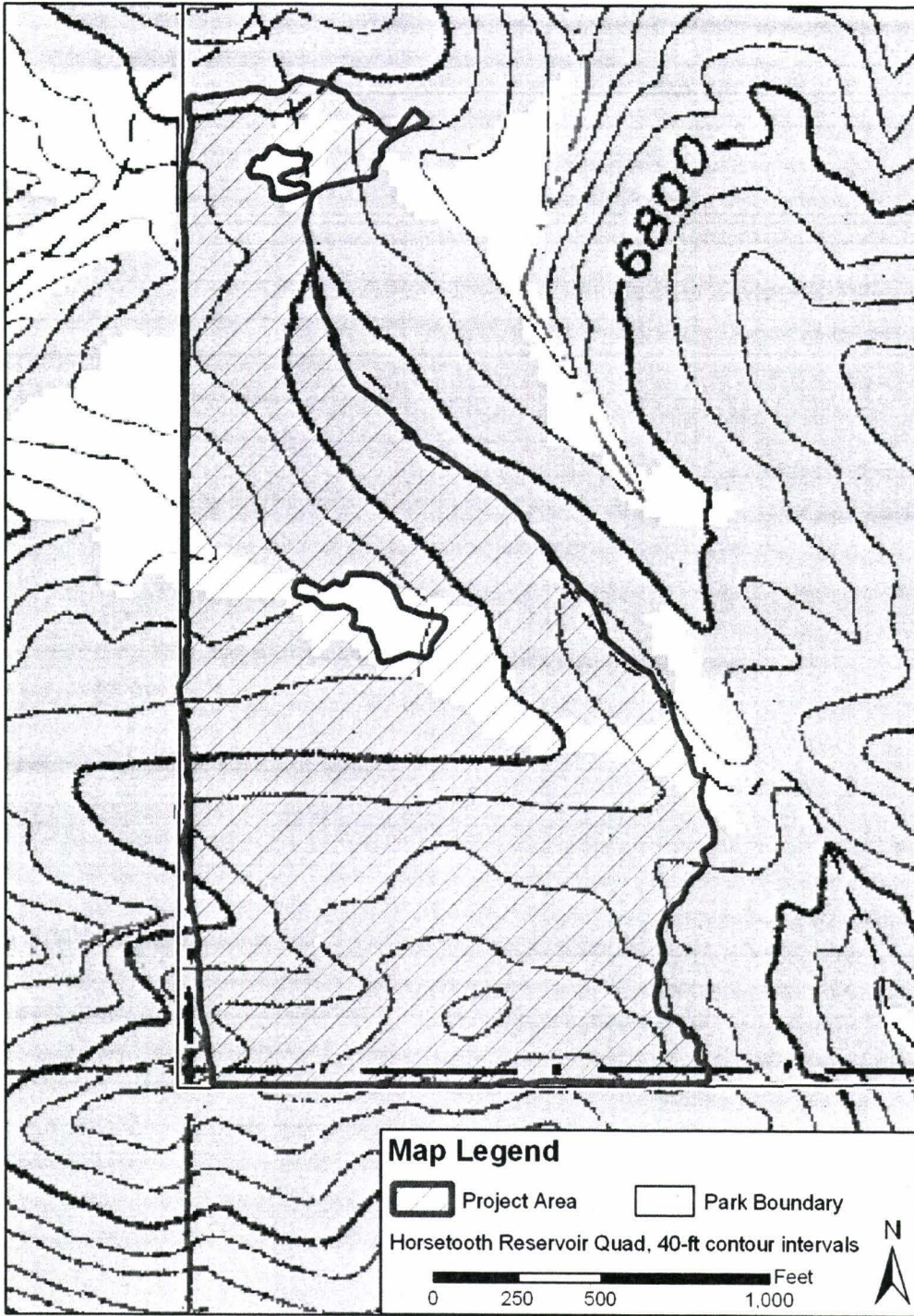
Exhibit A to Independent Services Contract

A-1

Initials:

LA
RW
JK

Lory State Park Forest Management Project Map



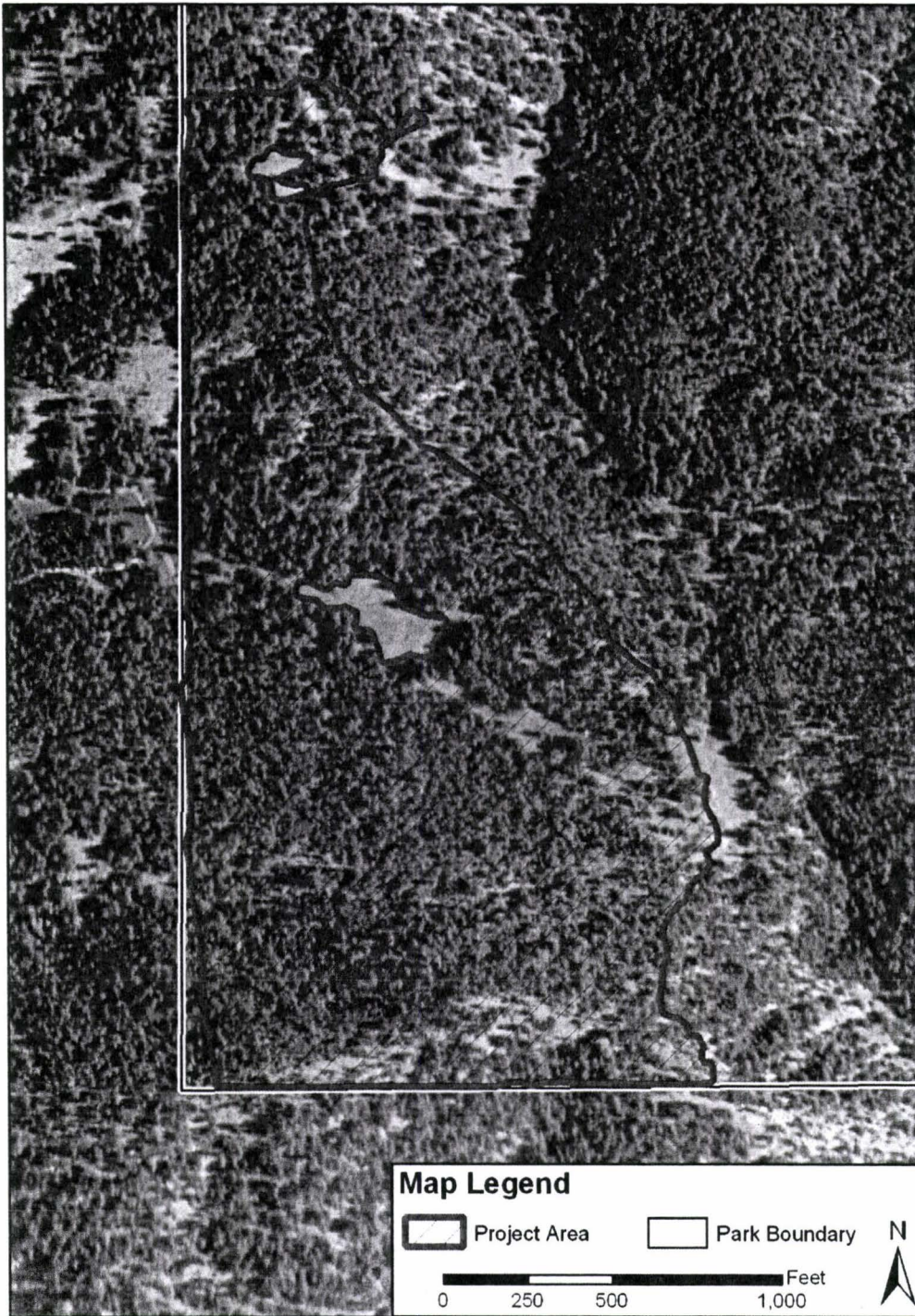
Ex

Initials:

WA
JW
KZ

A-1

Lory State Park Forest Management Project Map



Ex

Initials:

GA
TSW
RS

A-1

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PAYMENT SCHEDULE

Partial payments may be made to the contractor for individual blocks upon successful completion of each block and acceptance of work by the project administrator. Contractor should provide a written invoice referencing the block number and the acreage for that block. Payments will be based upon the acreage completed at \$888.04 per acre. Send invoices to:

Colorado State Forest Service
ATTN: Denise White
5060 Campus Delivery
Fort Collins, CO 80523-5060

Initials:

LA
[Signature]
[Signature]

EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

Federal Funds Addendum

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

1. Certification:

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

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

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

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

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

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

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

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

2. Availability of Funds:

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

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2006

PRODUCER (970)243-6600 FAX (970)243-3914
Home Loan & Investment Company
205 North 4th Street
P. O. Box 100
Grand Junction, CO 81502-0100

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

INSURED Enviro Land Management
767 Valley Ct
Grand Junction, CO 81505

| INSURERS AFFORDING COVERAGE | NAIC # |
|--|--------|
| INSURER A: Colony National Insurance | 39993 |
| INSURER B: American States Insurance Co. | 19704 |
| INSURER C: Pinnacle Assurance | 41190 |
| 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.

| INBR ADD'L LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|--|----------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | RENL GL3042734 | 05/22/2006 | 05/22/2007 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Per occurrence) \$ EXCLUDED |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ EXCLUDED |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| B | AUTOMOBILE LIABILITY | 01CG3017794 | 01/01/2006 | 01/01/2007 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 |
| | <input checked="" 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) \$ |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | <input type="checkbox"/> RETENTION \$ | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 4087637 | 01/01/2006 | 01/01/2007 | WC STATU-TORY LIMITS OTH-FR |
| | 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

RE: PURCHASE ORDER # P318546
"ADDITIONAL INSURED" - THE STATE OF COLORADO, THE BOARD OF GOVERNORS FOR THE COLORADO STATE UNIVERSITY SYSTEM AND COLORADO STATE UNIVERSITY
**10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

COLORADO STATE UNIVERSITY
COLORADO FOREST SERVICE
ATTN: JOHN SAWRO
200 WEST LAKE
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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Dennis Derrieux, CIC

ACORD 25 (2001/08) FAX: (970)491-5523

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

FILE COPY

796309

mm
8/20/07

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

Date Requested: 08/16/07

V BIVENS TRUCKING AND EXCAVATING
E 3900 IDEAL DR
N FORT COLLINS CO 80524
D
O
R

S COLORADO STATE UNIVERSITY
H CENTRAL RECEIVING
I REFERENCE DOCUMENT NUMBER: AFE 796309
P FORT COLLINS CO 80523-6011

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

TO:

| Item # | Description | Qty | UOM | Unit Price | Extension | Acct # | Sub | User |
|--------|---|-----|-----|------------|-----------|--------|------|------|
| 1) | REIMBURSEMENT FOR RECYCLED ASPHALT ROAD BASE FOR PRIVATE ACCESS ROAD TO LORY STATE PARK PROJECT PER INVOICE #3583 DATED 6/19/07 | 1 | LOT | 964.3200 | 964.32 | 536624 | 4555 | |
| TOTAL: | | | | | \$964.32 | | | |

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

SIGNATURE

DATE

**BIVENS TRUCKING & EXCAVATING, INC.-
BIVENS RECYCLE PRODUCTS**

Invoice

3900 Ideal Dr.
Fort Collins, CO 80524
970-493-2347

| | |
|-----------|-------------|
| DATE | INVOICE NO. |
| 6/19/2007 | 3583 |

482-0358 AKA Killian Enterprises

| |
|--|
| BILL TO |
| Colorado State Forest Service 5060 Campus Delivery Building #1052 Fort Collins, CO 80523 |
| Attn: Denis White |

| |
|---|
| SHIP TO |
| Red Cedar Road Association c/o Bob Morrow 6275 Red Cedar Dr. Bellvue, Co 80512 |

TERMS

| P.O. | ITEM | JOB | QTY | DESCRIPTION | RATE | AMOUNT |
|------|------------------|-----|-----|--------------------------|---------|--------|
| | crecasphaltba... | | 155 | 1" Recycled Asphalt Base | 6.22142 | 964.32 |
| | | | | Sales Tax | 3.70% | 35.68 |

| | | |
|--|--------------|------------|
| | Total | \$1,000.00 |
|--|--------------|------------|



Enviro Land Management, LLC

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 5/25/2006 | 384 |

767 Valley Court Suite 2
Grand Junction, Colorado
81505

| | |
|---|---|
| Bill To | Ship To |
| Colorado State University Purchasing Department 365 Aylesworth SE Fort Collins CO 80523-6010 | Denise White Foothills Colorado State University 5075 Campus Delivery Ft. Collins CO 80523 |
| P.O. No. P320457 DW | Project |

| Item | Quantity | Description | Rate | Amount |
|-----------------|----------|-------------|--------|-----------|
| Lory State Park | 48 | Hydro Ax | 888.04 | 42,625.92 |

| | | | |
|------------------|--|--|--------------------|
| Sales Tax (0.0%) | | | \$0.00 |
| Total | | | \$42,625.92 |



Enviro Land Management, LLC

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 5/12/2006 | 380 |

767 Valley Court Suite 2
Grand Junction, Colorado
81505

| | |
|---|---|
| Bill To | Ship To |
| Colorado State University Purchasing Department 365 Aylesworth SE Fort Collins CO 80523-6010 | Denise White Foothills Colorado State University 5075 Campus Delivery Ft. Collins CO 80523 |
| P.O. No. <i>P320457 DW</i> | Project |

| Item | Quantity | Description | Rate | Amount |
|-----------------|----------|-------------|--------|-----------|
| Lory State Park | 19 | Hydro Ax | 888.04 | 16,872.76 |

| | | | |
|------------------|--|--|--------------------|
| Sales Tax (0.0%) | | | \$0.00 |
| Total | | | \$16,872.76 |

CSFS ACCOUNTING REQUEST

DATE:

TO: State Office Accounting

FROM: Denise White Denise White
(signature of CSFS employee initiating request)

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

G JOURNAL ENTRY/ACCOUNT TRANSFER:

Transfer \$ _____ Reason for transfer:

Document #: _____ Invoice #: _____ FY

Vendor name:

Debit funding _____ - _____ Credit funding (_____ - _____)
Account Subcode Account Subcode

Signature _____ Signature _____

G HOURLY PAYROLL/OVERTIME EXPENSE TRANSFER:

Transfer \$ _____ Reason for transfer:

Employee name: _____ PPE Date:

Debit funding _____ - _____ Credit funding (_____ - _____)
Account Subcode Account Subcode

Signature _____ Signature _____

G CUSTOMER PAYMENT REFUND:

Send refund in amount of \$ 8,924.80 to customer listed below.

Received on CSFS Invoice # 69360 FY

Name: Enviro Land Management

Address: 767 Valley Court # Suite 2
Grand Junction, CO 81505

Reason for refund:

Project was completed satisfactorily.

FILE COPY

767532

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

Date Requested: 06/05/06

V ENVIRO LAND MANAGEMENT L L C
E 767 VALLEY CT
N SUITE 2
D GRAND JCT CO 81505
O
R

S COLORADO STATE UNIVERSITY
H CENTRAL RECEIVING
I REFERENCE DOCUMENT NUMBER: AFE 767532
P FORT COLLINS CO 80523-6011

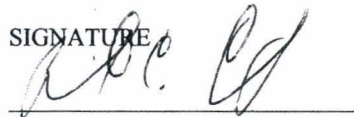
Contact: DENISE WHITE
Phone: (970)491-6303
Department: CO State Frst Svc

TO:

| Item # | Description | Qty | UOM | Unit Price | Extension | Acct # | Sub | User |
|--------|--|-----|-----|------------|------------|--------|------|------|
| 1) | REFUND OF DAMAGE DEPOSIT PAID ON CSFS INVOICE NO. 69360, DEPOSIT NO. 33762 DATED 3/24/06 | 1 | LOT | 8924.8000 | 8924.80 | 019606 | 2060 | |
| TOTAL: | | | | | \$8,924.80 | | | |

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

SIGNATURE



DATE

6/6/06

ENVIRO LAND MANAGEMENT, LLC

767 Valley Court
Grand Junction, CO 81505
(970)242-4ELM (4356)
Fax: (970)242-4388



facsimile
TRANSMITTAL

Attention: John Sward

Company: CSU PURCHASING

Fax: 970-491-5523

From: LANCE ARMSTRONG

Pages: _____ (INCLUDING COVER PAGE)

Date: 2/21/2006

Comments: PLEASE ACCEPT THE FOLLOWING PROPOSALS FOR
LODY STATE PARK ON OUR BEHALF. AS YOU CAN SEE, WE
HAVE SUBMITTED 3 PROPOSALS DEPENDING ON HOW MUCH
WORK IS TO BE DONE.

Thank you,

A handwritten signature in black ink, appearing to be 'Lance Armstrong', written over several horizontal lines.



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

DATE

01/27/06

DOCUMENTED QUOTE

QUOTE NUMBER RESPONSE DUE BY: EXPECTED DELIVERY DATE:

D100293 2/21/06 DATE

3:00 PM TIME

PURCHASING CONTACT / PHONE:

JOHN SWARO (970) 491-1397

FAX: (970) 491-5523

THIS IS NOT AN ORDER

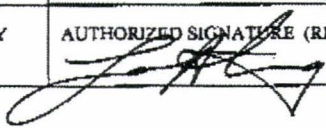
PLEASE TYPE VENDOR NAME AND ADDRESS

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

V Enviro Land Management LLC
 E 767 Valley Ct.
 N Suite 2
 D Grand Junction CO 81505
 R

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|--|------------|-----------|
| | 1 | lot | Lory State Park Forest Health and Fuels Reduction Project per the attached bid terms, conditions, and specifications | | |
| | | | SEE COST PAGE FOR NUMBERS | | |
| | | | A tour of the project area is scheduled for February 14, 2006 at 10:00AM. See bid for details | | |
| | | | | | |

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

| | | | |
|---------------------------|-----------------------------|---|----------------------------------|
| TO BE COMPLETED BY VENDOR | SUPPLIER'S TERMS | PRINTED/TYPED NAME OF SIGNER Lance Armstrong | TELEPHONE NUMBER 970-242-4356 |
| | SUPPLIER'S DATE OF DELIVERY | AUTHORIZED SIGNATURE (REQUIRED)  | TITLE Member |



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

DATE
01/27/06

DOCUMENTED QUOTE

THIS IS NOT AN ORDER


PLEASE TYPE VENDOR NAME AND ADDRESS

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

V Enviro Land Management LLC
 E 767 Valley Ct.
 N Suite 2
 D Grand Junction CO 81505
 O
 R

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|--|------------|-----------|
| | | | Because of the limited competition expected from registered BIDS vendors on this solicitation, the procuring agency intends to use both BIDS and additional methods of vendor notification and may make the specification available to non-registered vendors through additional means. However, quotes bids, or offers submitted by non-registered will not be opened or considered (except as necessary to determine BIDS registration status) unless, after examination of quotes/bids/offers submitted by registered vendors, it is determined that there is not adequate competition among BIDS registered vendors. If adequate competition exists among BIDS registered vendors, non-registered vendors will not be considered | | |
| | | | | | |
| | | | | | |

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

| | | | |
|---------------------------------|-----------------------------|---|----------------------------------|
| TO BE COMPLETED BY VENDOR | SUPPLIER'S TERMS | PRINTED/TYPED NAME OF SIGNER Lance Armstrong | TELEPHONE NUMBER 970-242-4356 |
| | SUPPLIER'S DATE OF DELIVERY | AUTHORIZED SIGNATURE (REQUIRED)  | TITLE Member |

PAGE 2 OF 3



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

DATE

01/27/06

DOCUMENTED QUOTE

THIS IS NOT AN ORDER

PLEASE TYPE VENDOR NAME AND ADDRESS

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

V Enviro Land Management LLC
 E 767 Valley Ct.
 N Suite 2
 D Grand Junction CO 81505
 O
 R

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|-------------|------------|-----------|
| | | | | | |
| | | | | | |
| | | | | | |

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

| | | | |
|---------------------------|-----------------------------|---|----------------------------------|
| TO BE COMPLETED BY VENDOR | SUPPLIER'S TERMS | PRINTED/TYPED NAME OF SIGNER Lance Armstrong | TELEPHONE NUMBER 970-242-4356 |
| | SUPPLIER'S DATE OF DELIVERY | AUTHORIZED SIGNATURE (REQUIRED) <i>[Signature]</i> | TITLE Member |

PAGE 3 OF 3

**Colorado State University
Documented Quote# D100293
Lory State Park Forest Health and Fuels Reduction**

Colorado State Forest Service

Terms and Conditions

1. Because of internal budgetary considerations, The University cannot assure any bidder that a contract or purchase order will result from this Documented Quote. Rather, a final decision will be made only after a full analysis of all bids.
2. Any modification to this Documented Quote or answers to any written inquiries will be posted on the State of Colorado BIDS website at <https://gssweb2.gssa.state.co.us> Bidders shall not rely upon any other interpretations, changes or corrections.
3. **STANDARD CONTRACT:** The form of the agreement between the successful Bidder and Colorado State University will be an Independent Services Contract. **A sample contract is attached, and contains certain required provisions for doing business with the State of Colorado, labeled "Special Provisions". The Special Provisions are required to be contained in every State Contract without modification or exception.** The terms of the accepted proposal will be included in the contract for the work and a breach of contract will occur if these terms are not adhered to. Any changes to the agreement must be made by written amendment to the Independent Services Contract.
4. **ASSIGNMENT OR SUBCONTRACT:** Any proposed assignment or subcontracting of any Bidder's obligations under the Independent Services Contract must be stated in the Bidder's response and must be approved in writing by Colorado State University prior to award.
5. **EXCEPTIONS:** Any and all exceptions the terms and conditions set forth in this Invitation for Bid shall be clearly stated in the Bidder's Bid on a separate page or pages marked "Exceptions". All matters contained in the Invitation for Bid shall be deemed acceptable to the Bidder and shall become a part of the Contract unless an exception thereto is submitted as provided in this section.
6. **SPECIFICATIONS REQUIREMENTS:** All bids must meet or exceed the specifications provided herein. Evaluation of the extent to which Bids meet specifications will be performed **SOLELY** and determined **SOLELY** by the Colorado State Forest Service and the Colorado State University Purchasing Department. In addition to price, all bidders must submit the following 1) a list of all equipment to be used on the project, 2) projected start and end dates for the project and 3) three written examples of work performed similar to this project.
7. Colorado State University reserves the right to reject any or all Bids.
8. Vendors also must **SUBMIT** a Certificate of Insurance (Accord 25) along with their bid packet. **A sample of Colorado State University's requirements is listed as an attachment to this bid. Please include a completed copy of the Certificate of Insurance (Accord 25) with your bid. SEE EXHIBIT A.**
9. **A site inspection is mandatory and all eligible vendors must attend this inspection in order to submit the bid. Details for the site inspection including directions are listed under Site Inspection and Directions section of this bid.**

10. All questions pertaining to this bid must be sent to:

Colorado State University
Purchasing Department
365 Aylesworth Hall
6010 Campus Delivery
Attn: John Swaro/ B100086
Fort Collins CO 80523-6010

John.Swaro@colostate.edu

11. There are multiple units that make up this bid proposal. Vendor must bid on all of these units to responsive. Dependent on funding, University may make multiple unit awards to one contractors if deemed in the best interest of Colorado State University and the Colorado State Forest Service.

Site Inspection and Directions

Mandatory Site Inspection: A tour of the project area is scheduled for **February 14, 2006 at 10:00AM**

Meeting Place and Directions:

Directions - Take U.S. 287 north from Ft. Collins. Continue west on "Old 287" or County Road 54G through LaPorte. Turn left at the Bellvue Exit onto County Road 52E (Rist Canyon Road). Drive 0.9 miles and in Bellvue turn left (south) onto Front Street which becomes County Road 23. Drive 1.3 miles and take a right on County Road 25G. Drive another 1.5 miles and turn left into the park entrance. We will meet at the Lory State Park office located beyond the entrance.

Lory State Park
708 Lodgepole Dr
Bellvue, CO 80512
(970) 493-1623 (phone)
lory.park@state.co.us (e-mail)

This will be the only opportunity to view the treatment units due to the limited access to the area and the location of the treatment units. Please be prepared to spend as much time as you need during the day to look at each treatment block.

All bidders must submit the following information:

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

See COST Page .

COST PAGE

All bidders must submit the following information:

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

Estimated Costs/Bids for Unit Prescriptions and Requirements

67-acre unit is located along the western boundary of Lory State Park in Larimer County. The unit is within the West 1/2 of Section 14, Township 7 North, Range 70 West, which is found on the Horsetooth Reservoir topographic quadrangle map.

MASTICATE ONLY

BASE BID \$ 51,499.55

\$ 768.65 /acre

TOTAL \$ 51,499.55

EQUIPMENT TO BE USED

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

TIMING- CSFS has specified when the contractor could begin work and duration with an end date. Please allow 4-6 weeks to allow time to write a contract and issue a Purchase Order. Please refer to the scope of work for special circumstances.

Start Date

End Date

PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining past examples of work

COST PAGE

All bidders must submit the following information:

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

Estimated Costs/Bids for Unit Prescriptions and Requirements

67-acre unit is located along the western boundary of Lory State Park in Larimer County. The unit is within the West 1/2 of Section 14, Township 7 North, Range 70 West, which is found on the Horsetooth Reservoir topographic quadrangle map.

MASTICATE PLUS GIRDLING OF 200 TREES

BASE BID \$ 54,499.14

\$ 813.42 /acre

TOTAL \$ 54,499.14

EQUIPMENT TO BE USED

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

TIMING- CSFS has specified when the contractor could begin work and duration with an end date. Please allow 4-6 weeks to allow time to write a contract and issue a Purchase Order. Please refer to the scope of work for special circumstances.

Start Date
End Date

PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining past examples of work

COST PAGE

All bidders must submit the following information:

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

Estimated Costs/Bids for Unit Prescriptions and Requirements

67-acre unit is located along the western boundary of Lory State Park in Larimer County. The unit is within the West 1/2 of Section 14, Township 7 North, Range 70 West, which is found on the Horsetooth Reservoir topographic quadrangle map.

MASTICATE PLUS LOP AND SCATTER OF INFECTED TREES, PLUS GIRDLING OF 200 TREES

BASE BID \$ 59,498.68

\$ 888.04 /acre

TOTAL \$ 59,498.68

EQUIPMENT TO BE USED

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

TIMING- CSFS has specified when the contractor could begin work and duration with an end date. Please allow 4-6 weeks to allow time to write a contract and issue a Purchase Order. Please refer to the scope of work for special circumstances.

Start Date
End Date

PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining past examples of work

PREVIOUS CONTRACTS

| <i>Contract Name</i> | <i>Description</i> | <i>Point of Contact/Agency</i> | <i>Project Location</i> |
|----------------------------|---|---|-------------------------|
| Unit 1A | Mulch burned dead standing trees on slope up to 40% in close proximity to houses and walking trails. Utilized a Timbco track feller buncher with a boom mounted Quadco mulching attachment. Harvested and removed trees with a Timbco/Forwarder combination. Ground up harvested trees with a horizontal grinder and hauled off chips w/ walking floor trailer | Los Alamos County Steve Coburn 505/662-8301 Project Manager Christopher Berti 505/690-4118 | Los Alamos, NM |
| West Side Hydro Ax Project | Mulch burnt trees utilizing 4 Hydro Ax's equipped with 8' rotary ax attachments. Directionally fell burnt trees utilizing a Timbco tracked feller buncher and 2 Hydro Ax 611's equipped with sheer head felling attachments. | Colorado State Forest Service Chuck Denis 303/465-9043 | Deckers, CO |
| Bayo Canyon | Mulch burnt standing dead trees on site utilizing a Timbco track feller buncher with a boom mounted Quadco mulching attachment. | Los Alamos County Steve Coburn 505/662-8301 Project Manager Christopher Berti 505/690-4118 | Los Alamos, NM |
| Los Alamos County | Mulch burned dead standing trees on slope up to 40% in close proximity to houses and walking trails. Utilized a Timbco track feller buncher with a boom mounted Quadco mulching attachment. Harvested and removed trees with a Timbco/Forwarder combination. Ground up harvested trees with a horizontal grinder and hauled off chips w/ walking floor trailer. | Los Alamos County Steve Coburn 505/662-8301 Project Manager Christopher Berti 505/690-4118 | Los Alamos, NM |
| Trumbull East Side | On site mulching of Burnt trees with a combination of Hydro Ax w/ rotary ax and Timbco feller buncher with Quadco mulching attachment | Colorado State Forest Service Chuck Denis 303/465-9043 | Trumbull, CO |

| | | | |
|-------------------------------|--|---|---------------------|
| Unaweep Canyon II | Mulch pinon, juniper and oak brush stands in the vicinity of houses to reduce the risk of wildfire utilizing a Hydro Ax 721E equipped with 8' rotary ax attachment and a Hydro Ax 421E equipped with Fecon BH120 Bull Hog mulching attachment for use in close proximity to structures and roads. Rocky terrain. | Bureau of Land Management Jeff Phillips, PI 970/244-3109 | Gateway, CO |
| Scraggy View | Hydro Ax with 8' rotary ax attachment utilized to mulch burnt trees. | Colorado State Forest Service Chuck Denis 303/465-9043 | Deckers, CO |
| 4 Mile State Land EWP Project | Hydro Ax with 8' rotary ax attachment utilized to mulch burnt trees. | Colorado State Forest Service Chuck Denis 303/465-9043 Jefferson Conservation Dist. Gene Backhaus | Deckers, CO |
| Oxyoke Parcel | Mulch standing trees w/ a combination of Timbco mounted with Quadco mulching attachment and Hydro Ax with 8' rotary ax attachment. | Colorado State Forest Service Chuck Denis 303/465-9043 CSU Kristin Garrison 303/660-9625 | Deckers, CO |
| Task Order # 53-82BH-4-0002 | Mulch Pinon and Juniper trees with Hydro Ax & 8' rotary ax attachment. Decrease crown cover, creating wildlife habitat. | USDA - RMAST COR - Tom Hudson 719/530-3980 CO- Ida Marino 719/553-1430 imarino@fs.fed.us | Salida, CO |
| Wolf Hill Hydro Ax Project | Mulch oak brush with Hydro Ax & 8' rotary ax attachment. Create openings for deer and elk winter habitat. This is a pilot forest project. | US Forest Service COR - Mark Murrell 970/244-3110 | Uncompahgre Plateau |

| | | | |
|--|--|--|-----------------|
| Basalt State Wildlife | Mulch pinon & juniper with Hydro Ax & 8' rotary ax attachment. Create openings for deer and elk winter range. Also create defensible space for nearby homes. | Colorado Division of Wildlife Pat Tucker 970/947-2920 Colorado State Forest Service Kelly Rogers 970/248-7325 | Basalt, CO |
| Nighthawk Vegetation Treatment | Mulch standing live pine trees. Create defensible space with Hydro ax & 8' rotary ax attachment | USDA Steve Culver 303/275-5614 sculver@fs.fed.us | Deckers, CO |
| Wild Horse | Mulch pinon & juniper with Hydro ax & 8' rotary ax attachment. Create openings for Wild Horse Habitat. | Bureau of Land Management Aline Laforge, COR 970/244-3000 | Mesa County, CO |
| Eby Creek Mesa | Mulch pinon & juniper with Hydro Ax & 8' rotary ax attachment. Create defensible space in close proximity to homes. | Bureau of Land Management Dan Sokal 970/947-2810 | Eagle, CO |
| Kingswood/ Hassyampa Brush Crush Prescott NationalForest | Mulch pinon & juniper with Hydro Ax & 8' rotary ax and Fecon Bull Hog attachments. Create defensible space. | USFS Michael Creech 928-771-6183 | Prescott, AZ |

Envio Land Management, LLC

- ◆ We **HAVE** completed all required work within the allowed contract period.
- ◆ We **HAVE NOT** been in default nor have we been terminated from any projects.
- ◆ We **HAVE NOT** experienced contract problems involving labor relations.
- ◆ We **HAVE NOT** received less than full payment due to substandard performance.

Proposed List of Equipment

- ◆ Hydro Ax 721E mounted with 8' Rotary Ax Attachment

Project Start & End Dates

Projected Start Date of April 1, 2006

Projected Completion Date of May 30th (Sooner if possible)

These dates are dependent on the weather.



February 20, 2006

Colorado State University
Purchasing Department
365 Aylesworth SE
6010 Campus Delivery
ATTN: John Swaro/B100086
Fort Collins, CO 80523-6010

RE: Lory State Park Forest Health and Fuels Reduction D100293

Dear Sirs,

After reviewing the scope of work for the above referenced project, regrettably we must inform you that we will not be submitting a bid. The time allotted by the State for completion of this project is not adequate for our company's high performance standards. At the site inspection on February 14, 2006 you requested contractors not planning to bid submit three (3) separate types of "declining bids". MK Services is best suited to perform the work as originally described in the terms, conditions and specifications therefore we are submitting a "declining bid" for the project as originally described.

If there are any questions or you need additional information please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Mark W. Phipps".

Mark W. Phipps, Owner
MK Services

Enc

MWP/kp



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

DATE

01/27/06

DOCUMENTED QUOTE

THIS IS NOT AN ORDER

PLEASE TYPE VENDOR NAME AND ADDRESS

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

V
E
N
D
O
R

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|--|------------|-----------|
| | | | Because of the limited competition expected from registered BIDS vendors on this solicitation, the procuring agency intends to use both BIDS and additional methods of vendor notification and may make the specification available to non-registered vendors through additional means. However, quotes bids, or offers submitted by non-registered will not be opened or considered (except as necessary to determine BIDS registration status) unless, after examination of quotes/bids/offers submitted by registered vendors, it is determined that there is not adequate competition among BIDS registered vendors. If adequate competition exists among BIDS registered vendors, non-registered vendors will not be considered | | |
| | | | | | |
| | | | | | |

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

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



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

DATE

01/27/06

DOCUMENTED QUOTE

THIS IS NOT AN ORDER

PLEASE TYPE VENDOR NAME AND ADDRESS

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

V
E
N
D
O
R

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|-------------|------------|-----------|
| | | | | | |
| | | | | | |

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

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

COST PAGE

All bidders must submit the following information:

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

Estimated Costs/Bids for Unit Prescriptions and Requirements

67-acre unit is located along the western boundary of Lory State Park in Larimer County. The unit is within the West 1/2 of Section 14, Township 7 North, Range 70 West, which is found on the Horsetooth Reservoir topographic quadrangle map.

BASE BID \$ _____

\$ 850.00 /acre

TOTAL \$ 56950.00

*12" chipper
tracked skid steer
cut by hand
would need ~100-120 working days*

EQUIPMENT TO BE USED

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

TIMING- CSFS has specified when the contractor could begin work and duration with an end date. Please allow 4-6 weeks to allow time to write a contract and issue a Purchase Order. Please refer to the scope of work for special circumstances.

Start Date

End Date

DECLINING BID

PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining past examples of work



DATE

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

01/27/06

DOCUMENTED QUOTE

THIS IS NOT AN ORDER

PLEASE TYPE VENDOR NAME AND ADDRESS

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

V
E
N
D
O
R

*Fire Ready
 5201 Greenview Dr
 Fort Collins, CO 80525*

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|--|------------|-----------|
| | | | Because of the limited competition expected from registered BIDS vendors on this solicitation, the procuring agency intends to use both BIDS and additional methods of vendor notification and may make the specification available to non-registered vendors through additional means. However, quotes bids, or offers submitted by non-registered will not be opened or considered (except as necessary to determine BIDS registration status) unless, after examination of quotes/bids/offers submitted by registered vendors, it is determined that there is not adequate competition among BIDS registered vendors. If adequate competition exists among BIDS registered vendors, non-registered vendors will not be considered | | |
| | | | | | |
| | | | | | |

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

| | | | |
|---------------------------------|-----------------------------|---|---|
| TO BE COMPLETED BY VENDOR | SUPPLIER'S TERMS | PRINTED/TYPED NAME OF SIGNER <i>Tony Mahon</i> | TELEPHONE NUMBER <i>970 481 0814</i> |
| | SUPPLIER'S DATE OF DELIVERY | AUTHORIZED SIGNATURE (REQUIRED) <i>[Signature]</i> | TITLE |



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

DATE

01/27/06

DOCUMENTED QUOTE

THIS IS NOT AN ORDER

PLEASE TYPE VENDOR NAME AND ADDRESS

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

V
E
N
D
O
R

*Fire Ready
 5201 Greenview Dr
 Fort Collins, CO 80525*

| NO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|-------------|------------|-----------|
| | | | | | |
| | | | | | |
| | | | | | |

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

| | | | |
|---------------------------------|-----------------------------|---|---|
| TO BE COMPLETED BY VENDOR | SUPPLIER'S TERMS | PRINTED/TYPED NAME OF SIGNER <i>Tony Mahon</i> | TELEPHONE NUMBER <i>970-481-0814</i> |
| | SUPPLIER'S DATE OF DELIVERY | AUTHORIZED SIGNATURE (REQUIRED) <i>[Signature]</i> | TITLE |

COST PAGE

All bidders must submit the following information:

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

Estimated Costs/Bids for Unit Prescriptions and Requirements

67-acre unit is located along the western boundary of Lory State Park in Larimer County. The unit is within the West 1/2 of Section 14, Township 7 North, Range 70 West, which is found on the Horsetooth Reservoir topographic quadrangle map.

BASE BID \$ See timing section of Bid
\$ approx #1300/acre

TOTAL \$ Decline bid as it is currently
structured. Please see attached
pages.

EQUIPMENT TO BE USED

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

TIMING- CSFS has specified when the contractor could begin work and duration with an end date. Please allow 4-6 weeks to allow time to write a contract and issue a Purchase Order. Please refer to the scope of work for special circumstances.

Start Date
End Date

PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining past examples of work

Colorado State University
Documented Quote # D100293
Lory State Park Forest Health and Fuels Reduction Project

Purchasing Contact: Jon Swaro (970) 491-1397
Fax (970) 491-5523

Fire Ready Contact: Tony Mahon
5201 Greenview Dr
Fort Collins, CO 80525
(970) 481-0814 cell
fortcollins@fireready.com

We've provided all the info requested on the "Cost Page". Under the "terms and conditions" line item #8 states, "Vendors also must SUBMIT a Certificate of Insurance (Accord 25) along with their bid packet". I can certainly provide you copy's but I have to call my agent and have her send you original copies. I have to do this for every client who requests proof of insurance. There is also a fee for this, so if we are given a chance to work on this project we will get you current, original copies ASAP. We have all the necessary insurance required by the State Forest Service. If you have any questions about our submittal please contact me, and I'll help any way I can.

Cost: I wanted to give you some additional cost info. The \$1300 an acre figure comes from our daily rate. This would include a 4-5-man mitigation crew on site. Our goal is to process an acre a day. I believe some of the acreage will require a 5th crew member, as we averaged out all the labor and additional costs we came to our daily rate of \$1300 a day. I do realize the cost is significantly more than using mastication equipment be we are only able to process about an acre a day using 4-5 crew members and doing the work "by hand".

Equipment to be used: All work will be done with a 4-5-man mitigation crew. We use a large capacity chipper behind a standard 1-ton pick up. We strive to use low impact techniques in all of work. Our chipper is equipped with a winch, which we use to pull trees and slash to the chipper. The work area has very good access for our crew and equipment; I don't foresee a lot of winching. Our crew has 3 current Larimer county wildland firefighters on board. We carry a host of wildland fire hand tools as well as fire extinguishers. All of our saws, power hand tools, and our chipper are equipped with spark arrestors. We take the threat of wildfire very seriously and will work cautiously. All of our equipment will show up clean and free any noxious weed contaminates.

Timing: We would be able to start work on the project 2 weeks after receiving notification. This would give us plenty of time to get any additional details worked out.

As we mentioned at the walk through we are not able to commit to this project as it is currently structured. Without any weather interruptions we were looking at about 10 weeks of work to complete the project. 50 acres completed in this time would be the best we could work towards. If the CSFS is not able to get a suitable bid for this current project we would be happy to come and work any days you would like us to. We can work in the difficult areas or we can work in the areas where we will process the most acreage in a day. If we are processing more than an acre a day the daily rate will not go up. We'd really like to help with this project in any capacity we can if possible.

Past example of similar work: Our most recent example of similar work would be our fuels reduction project in Windcliff Estates. We just finished a 2nd phase of steep slope fuel reduction for the Windcliff Estates POA in Estes Park, Colorado. The project consisted of approximately 20 acres of fuels reduction. We removed a substantial amount of the down dead trees from road building in years past. We then thinned the remaining conifers to increase forest health and reduce the threat of wildfire. I'm confident all parties involved (Windcliff Fire Board and POA, Windcliff homeowners, the CSFS, FRFTP, and FIREWISE) feel like the project has been a huge success. Please contact me if you would like some contact info from Windcliff. You may also contact the Fort Collins district of the CSFS to inquire about the Windcliff project or any of our other CSFS funded fuels reduction projects along the Front Range.

I'd like to thank the CSFS for the opportunity to bid on this project. If you have any questions or would like any additional information please contact me.

Thank You,
Tony Mahon
Fire Ready
970-481-0814
fortcollins@fireready.com

Agency or Department Name
Division of Parks and Outdoor
Recreation
Department or Agency
Number
PJA
Contract Routing Number

INTERAGENCY AGREEMENT

AMENDMENT # 1

THIS AMENDMENT, Made this ____ day of _____ 2006, by and between the State of Colorado for the use and benefit of the Department of Natural Resources, Division of Parks and Outdoor Recreation, 1313 Sherman St., Room 618, Denver, CO 80203, hereinafter referred to as Parks, and The Board of Governors of the Colorado State University System by and through Colorado State University, Sponsored Programs on behalf of the Colorado State Forest Service, 2002 Campus Delivery, Fort Collins, CO 80523, hereinafter referred to as CSFS.

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The parties entered into a contract dated March 24, 2005, for implementation of major fuel management projects, the purpose for this amendment is described below.

The purpose for this amendment is to allow for changes in CSFS expenses relating to the completion of the original scope of services. The original total dollar amount for completion of this project was \$54,050 (including CSU indirect rate). The total dollar amount was based on Colorado State Parks funding the entire amount of the original contract. Since the time of the original contract, CSFS has received a funding match in the amount of \$29,749.34 through Front Range Fuels Treatment Partnership. Therefore, the total dollar amount of the original contract needs to be decreased by \$21,325.73.

NOW THEREFORE, it is hereby agreed that

1. Consideration for this amendment to the original contract, Contract Routing Number, PJA 05-192, Contract Encumbrance Number, C169979, dated March 24, 2005 consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this amendment is supplemental to the original Contract Routing Number PJA 05-192 dated March 24, 2005 referred to as the "original contract," which is, by this reference, incorporated, and made a part hereof, and all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a. The total dollar amount of the agreement is being decreased from \$54,050 to \$32,724.27.
4. The effective date of this amendment is April 28, 2006, or upon approval of the State Controller, whichever is later.

5. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day first above written.

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

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

By Lynn Johnson 4/20/06 je
Signature **Lynn Johnson**
Director, Sponsored Programs

By _____
Signature

Title

Title

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

STATE CONTROLLER:
Leslie M. Shenefelt

By _____
Date _____

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

April 10, 2006

Denise White
Colorado State Forest Service
5060 Campus Delivery
Fort Collins, CO 80523

Dear Denise White:

The Red Cedar Drive Road Association has reviewed and approved the terms submitted in your letter dated February 27, 2006 for the use of Red Cedar Drive to access the Lory State Park Forest Health and Fuels Reduction Project. So that I can inform other members of the association, please notify me one week in advance of the expected start of the project.

We appreciate the consideration shown by both Colorado State Parks and Colorado State Forest in negotiating the use of Red Cedar Drive.

Sincerely,



Dyce Gayton
President
Red Cedar Drive Road Association

CC: Kathy Seiple

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

February 27, 2006

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

Dear Dyce:

I am writing in response to your November letter to Kathy Seiple and our recent conversation regarding the use of Red Cedar Drive. As discussed, the Colorado State Forest Service and Colorado State Parks will be using Red Cedar Drive to access the Lory State Park Forest Health and Fuels Reduction Project. Below are the agreed upon details and stipulations for the use of Red Cedar Drive.

1. The Project includes 67 acres of dwarf mistletoe removal and fuels reduction.
2. Specific activities to reach these goals include creating small clearcuts, thinning live trees, and removing some dead trees.
3. These activities will be completed by mostly mechanical mastication machinery and some chainsaw work.
4. Slash from these operations will be masticated and left in place.
5. Red Cedar Drive will be used by the business under contract with the State of Colorado (Contractor) specifically for the Lory State Park Forest Health and Fuels Reduction Project. This use will include one trip in and out by likely no more than three mechanical mastication machines and likely no more than two trips a day by machine operators and possibly a crew in a pickup type or service vehicle.
6. Use of Red Cedar Drive will also include daily trips by Colorado State Forest Service and Colorado State Parks employees in pickup type or four-wheel drive vehicles to monitor work progress.
7. Semis and trailers used to haul mastication machines will not be driven on Red Cedar Drive. All equipment will be stored on Lory State Park property.
8. The existing condition of Red Cedar Drive is adequate for this project.
9. The condition of Red Cedar Drive will be documented by a State employee and Dyce Gayton prior to use by the Contractor.
10. In exchange for use of the road, Colorado State Parks will give Red Cedar Drive Road Association \$1,000 worth of recycled asphalt.
11. Any damage to Red Cedar Drive by State employees or the Contractor will be repaired as soon as practical or necessary for travel.
12. The use of Red Cedar Drive will only be for State employees and the Contractor.

13. The use of Red Cedar Drive by the State for any future projects will be negotiated with Red Cedar Drive Road Association.

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

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

Sincerely,

Denise White
Forester, Fort Collins District

cc: Jeffrey and Janet McClure

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

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

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

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

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

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

1. Description of Property. This License concerns the following Property: **Larimer County parcel numbers 07110-00-043 and 07111-00-033. Also identified as 111.4 acres in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 11, Township 7 North, Range 70 West.**
2. Effective Dates. This License shall be effective beginning on **March 27, 2006** and shall terminate on **June 30, 2006**. 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: **Drive on the Licensor's private unimproved road between the west end of Red Cedar Drive and the northwest gated entrance into Lory State Park. The private road will be used by the business under contract with the State of Colorado (Contractor) specifically for the Lory State Park Forest Health and Fuels Reduction Project. This use will include one trip in and out by approximately three mechanical mastication machines and a few trips a day by machine operators and service vehicles. Use of the private road will also include daily trips by Colorado State Forest Service and Colorado State Parks employees in pickup-type or four-wheel drive vehicles to monitor work progress.**
4. License Fee. Licensee shall pay a fee to Licensor in the amount of \$0 for the entire term of this License. Payment shall be remitted within 30 days after the effective date hereof.

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

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

D. Additional Terms and Conditions.

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

CSFS:

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

LICENSOR:

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

With a copy to:

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.

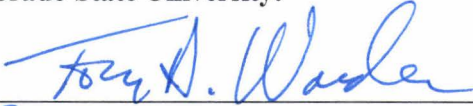
5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes 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: 
JEFFREY M. LURE
Print Name & Title


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

By: 
Jeff Jahnke
Director, Colorado State Forest Service

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

APPROVED AS TO FORM:

Attest (Seal)
By: _____
(Corporate Secretary or Equivalent)

By: not required - 
Robert Schur
University Contracts Council

Colorado State Parks Fuels Management Program Project Review Sheet

Project Name: Management Area 1 - Units 1 & 2

Date Prepared: 07/01/2005

Type of Project: *Vegetative Treatment* *Prescribed Fire* *Re-vegetation*
 Tree/Shrub Planting *Defensible Space*
 Other (Describe)

Good Neighbor Project: Yes No

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

County: Larimer

Stand Number(s): Unit 1 = 24 acres: No post and pole product
Unit 2 = 41.5 acres: Some post and pole product

A. **Project Description:** This project has been designed to:

- a. Eradicate dwarf mistletoe to improve stand health. (primary units to achieve goal = units 1 & 2)
- b. Expand current openings/meadows to allow for increased forage for wildlife. (primary unit to achieve goal = unit 1, secondary unit to achieve goal = unit 2)
- c. Reduce fuel loading to decrease the chance of fire passing to or from private lands to the west. (primary units to achieve goal = units 1& 2)
- d. Reduce the number of Douglas-fir on the northern slopes. (primary unit to achieve goal = unit 2)

1. **Proposed Treatment – Management Area 1:** Remove dwarf mistletoe and manage as a lower elevation, ponderosa pine stand. All trees with any amount of dwarf mistletoe will be removed or girdled. If available, an average of at least two large infected trees per acre will be girdled and left for wildlife use. Existing snags being used by wildlife or snags greater than 10 inches dbh will be retained. However, no more than an average of five existing or created snags per acre will be retained. Use Growing Stock Level (GSL) 60 or lower for marking remaining trees to be thinned (maintaining fewer poorly formed trees to maintain park aesthetics, selecting against Douglas-fir, and leaving no less than 10 to 12 feet between Douglas-fir trees less than 5 inches dbh). Residual trees will be left in an uneven pattern with a representation of all diameter classes. Slash will be piled and burned or chipped with the chips distributed throughout the stand. Chip depth will not exceed 3 inches. If mechanical mastication is used, it is allowable to have chunks larger than 3 inches diameter. Before the bid process, Colorado State Parks will be consulted regarding desired chip distribution and ground scarification. Ephemeral drainage areas

will not be used as skid trails and only dwarf mistletoe-infected trees will be taken within 10 feet. Unit 2 contains some potential post and pole product. Removal and use of product, whether it is for posts, poles, biomass, or firewood, is desirable. Mechanical mastication will be considered.

2. **Rationale for recommended management treatments –Management Area 1:** Removal of dwarf mistletoe will allow for healthy regeneration of the stand. The Park has a disproportionately extensive amount of dwarf mistletoe. Increased crown separation and lower surface fuel loading will reduce the wildfire threat in the Park, as well as improve forage value for wildlife.
3. **Long-term benefits – Management Area 1:** The treatments proposed for Management Area 1 will result in a more open, healthy, aesthetically pleasing stand that will have drastically increased resistance to catastrophic wildfire, insects, and diseases. There will be greater age distribution and a new generation of healthy trees will be able to reforest the area and replace the aging trees.

B. Project Implementation Plan: Implementation in this management area will include: 1) Removal of trees. 2) Distributed chipping of slash -or- 2) Development of slash piles for burning. 3) Prescribed fire planning – piles. 4) Prescribed fire implementation – piles.

C. Endangered Species Considerations: The project will be performed in accordance with the Biological Evaluation prepared by State Parks and Rocky Mountain Ecological Services and the letter of approval from the USFWS (dated March 25th, 2005).

D. Other Environmental Issues:

a. Roads and Access

1. Access through private land discussions in progress
2. **Rehabilitation/Reclamation planned:** Any and all reseeded will be done in accordance with specifications provided by the State Parks Resource Coordinator.
3. Weed prevention: Vehicles and equipment used by the CSFS or contractors will be washed off site before use on site to prevent the spread of weeds.

b. Air Quality – Project review document will be developed for prescribed fire portions of the project.

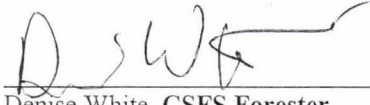
c. Other

E. Permits Needed:

1. Corps of Engineers - N/A
2. USFWS – N/A
3. Air Quality- N/A
4. Other

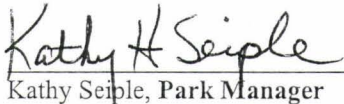
* * *

Proposal Submitted By:

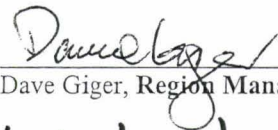


Denise White, CSFS Forester


Colorado State Parks Review By:



Kathy Seiple, Park Manager



Dave Giger, Region Manager



Lyle Laverty, State Parks Director

Action Items:

- Project is consistent with the Lory State Park management objectives and no additional review is required.
- Colorado State Parks and CSFS will meet to review the project; modification to the project proposal will be needed before the project can proceed.

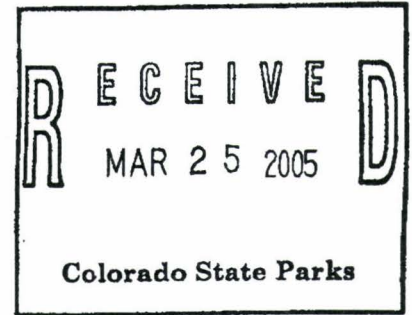


United States Department of the Interior

Copied to Bob

FISH AND WILDLIFE SERVICE

Ecological Services
Colorado Field Office
755 Parfet Street, Suite 361
Lakewood, Colorado 80215



IN REPLY REFER TO:

ES/CO:NFP/CO State Parks
Mail Stop 65412

MAR 24 2005

Mr. Lyle Laverty, Director
Colorado State Parks
1313 Sherman Street, Room 618
Denver, Colorado 80203

Dear Mr. Laverty:

The U.S. Fish and Wildlife Service (Service) received your letter of March 1, 2005, regarding the proposed Timber Trail Upgrade and Fuels Mitigation Project at Lory State Park in Larimer County, Colorado. You requested concurrence with your finding that the proposed project will not result in the taking of any Federally-listed threatened or endangered species.

The Service understands that a seasonal burn restriction will be in effect for the Fuel Hazard Reduction Project (Site FH-1) and the Fuel Break (Site FB-1) from December 31 to March 15 in order to minimize potential smoke effects at a bald eagle (*Haliaeetus leucocephalus*) winter roost, which is located approximately 0.75 miles south of the project areas. The Service understands that the Timber Trail Upgrade will avoid areas of suitable habitat for the Preble's meadow mouse (*Zapus hudsonius preblei*) (Preble's) and the proposed reroutes will remove existing sections of eroded trail from potential Preble's habitat. Additionally, prescribed fires in the vicinity of Preble's habitat will occur only during the Preble's hibernation period (November 1 through April 30). Prescribed fires will avoid Preble's habitat by the establishment of a blackline at a distance of 150 meters from riparian vegetation and a "No Cross" flag line placed at 100 meters from riparian vegetation to keep vehicles and workers from impacting Preble's habitat.

Based on the information provided, the Service concurs that this proposed project will not result in the taking of any Federally-listed threatened or endangered species. These comments have been prepared under the provisions of the Endangered Species Act of 1973, as amended (16 U.S.C 1531 et. seq.).

If the Service can be of further assistance, please contact Leslie Ellwood of my staff at (303) 275-2383.

Sincerely,

Susan C. Linner
Colorado Field Supervisor

TO: *Denise White*

FROM: *Sponsored Programs*

A copy of your award/amendment is attached for your files. If you have questions, please contact one of the following team members assigned to your college/unit.

| | <u>Phone #</u> |
|--|----------------|
| Betty Eckert Principal Research Administrator | x 1-1554 |
| Chris Getzelman Research Administrator | x 1-0439 |
| Carol Wood Research Administrator | x 1-4878 |
| Judi Wadman Accounting Tech | x 1-3599 |
| Janet Tamarak Administrative Assistant | x 1-4330 |

Comments:

Project Name Lory SP - Forest Fuels Management AGENCY Colorado State Parks (DPOR)
 Performance Period _____ to 6/30/2006 ROUTING# _____
 Fiscal Year 05 CONTRACT# _____
 Amount \$ \$54,050.00

**INTERAGENCY AGREEMENT
 BETWEEN
 COLORADO DIVISION OF PARKS AND OUTDOOR RECREATION,
 AND
 THE BOARD OF GOVERNORS OF THE COLORADO STATE
 UNIVERSITY SYSTEM BY AND THROUGH
 COLORADO STATE UNIVERSITY
 ON BEHALF OF
 THE COLORADO STATE FOREST SERVICE**

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Colorado Division of Parks and Outdoor Recreation, FUND NUMBER 426, AGENCY PJA, ORGANIZATION APNR, APPROPRIATION CODE CPE, PROGRAM PARK, FUNCTION _____, OBJECT CODE 2180, GBL FP3C, PROJECT NUMBER _____, in the Interagency Agreement of \$54,050.00, CONTRACT ENCUMBRANCE NUMBER _____; and

WHEREAS, Colorado Division of Parks and Outdoor Recreation, hereinafter referred to as State Parks has proposed a series of actions with the goal of ecosystem restoration and hazardous fuel reduction in several State Parks in the "red zone". These actions would include hazardous fuel reduction through timber harvesting, piling and burning debris and, prescribed burning.

WHEREAS, the State Parks, has funding from Great Outdoors Colorado allocated to forest fire prevention and forest fuels management.

WHEREAS, the Board of Governors of the Colorado State University by and through Colorado State University on behalf of the Colorado State Forest Service, hereinafter referred to as CSFS has expertise in forest fire prevention and fuel reduction methods and State Parks relies on CSFS for implementation of major fuel management projects.

NOW, THEREFORE, it is hereby agreed that:

- A) Scope of Services.
 1. Services will be provided by CSFS are detailed in the attached scope (attachment A). CSFS will not conduct inventories or mitigation actions to be paid for out of these funds beyond what is specified by this agreement.
 2. All CSFS mitigation actions will be planned and designed in writing and submitted to State Parks for review and approval before CSFS posts any contract work and before any site work begins.

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

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

C. Time of Performance. This agreement, shall become effective the date approved by the State Controller or his designee and shall be in effect through June 30th, 2006.

D. Compensation and Method of Payment. Total compensation responsibility by the State Parks under this Interagency Agreement shall not exceed fifty-four thousand, fifty dollars (\$54,050.00) for the time period covered by this Interagency Agreement.

E. Liability. Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officer, agents, or employees to the full extent required by law.

G. Termination. This Interagency Agreement may be terminated by any of the parties hereto upon written notice delivered to the other parties at least thirty (30) days prior to intended dates of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

H. Changes/Amendments/Assignment. This Interagency Agreement constitutes the entire agreement between the parties. All amendments and/or changes shall be by written instrument executed by the parties hereto. The parties hereto have caused this Interagency Agreement to be executed as of the date set forth herein by their duly authorized representatives. The rights and responsibilities of the parties under this agreement shall not be assignable without the prior written approval of the State Parks.

I. Funding Availability.

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.

J. Breach of Agreement. If a dispute arises between the parties under this agreement over payment for goods or services, the dispute is brought before the State Controller and he determines what payment will be made between the parties involved in the dispute.

K. Controller's Approval. This agreement 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. This provision is applicable to any agreement involving the payment of money by the State.

1. **Proposed Treatment – Management Area 1:** Remove dwarf mistletoe and manage as a lower elevation, ponderosa pine stand. All trees with any amount of dwarf mistletoe will be removed or girdled. If available, an average of at least two large infested trees per acre will be girdled and left for wildlife use. Use Growing Stock Level (GSL) 60 or lower for marking remaining trees to be thinned (maintaining fewer poorly formed trees to maintain park aesthetics and selecting against Douglas-fir). Residual trees will be left in an uneven pattern with a representation of all diameter classes. Slash will be piled and burned or chipped with the chips distributed throughout the stand. Before the bid process, Colorado State Parks will be consulted regarding desired maximum chip depth and distribution and ground scarification. Ephemeral areas will not be used as skid trails and only dwarf mistletoe infested trees will be taken within 10 feet.
2. **Rationale for recommended management treatments –Management Area 1:** Removal of dwarf mistletoe will allow for healthy regeneration of the stand. The Park has a disproportionately extensive amount of dwarf mistletoe. Increased crown separation and lower surface fuel loading will reduce the wildfire threat in the Park, as well as improve forage value for wildlife.
3. **Long-term benefits – Management Area 1:** The treatments proposed for Management Area 1 will result in a more open, healthy, aesthetically pleasing stand that will have drastically increased resistance to catastrophic wildfire, insects, and diseases. There will be greater age distribution and a new generation of healthy trees will be able to reforest the area and replace the aging trees.

B. Project Implementation Plan: Implementation in this management area will include: 1) Removal of trees. 2) Distributed chipping of slash -or- 2) Development of slash piles for burning. 3) Prescribed fire planning – piles. 4) Prescribed fire implementation – piles.

C. Endangered Species Considerations: Colorado State Parks will handle the consultation process with the USFWS. The CSFS will not begin project implementation until an approval document has been obtained from the USFWS.

D. Other Environmental Issues:

1. Roads and Access

- a. Access through private land discussions in progress
- b. **Rehabilitation/Reclamation planned:** Any and all reseeded will be done in accordance with specifications provided by the State Parks Resource Coordinator.
- c. Weed prevention: Vehicles and equipment used by the CSFS or contractors will be washed off site before use on site to prevent the spread of weeds.

2. Air Quality – Project review document will be developed for prescribed fire portions of the project.

3. Other

E. Permits Needed:

- 1. Corps of Engineers - N/A**
- 2. USFWS – Letter of clearance for activities**
- 3. Air Quality- N/A**
- 4. Other**

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

CSFS District: Ft. Collins

Project Name: Management Area 1, Units 1 & 2

County: Larimer

Parcel Name: Lory State Park

Prepared By: Denise White

Date: February 17, 2005

Cost Elements: Costs are: Projected X Actual

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

SALARY \$ 0.00

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

HOURLY \$ 0.00

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

TRAVEL \$ 0.00

Supplies - Cost of flagging, marking paint, etc.

SUPPLIES \$ 0.00

Printing & Copying - Self explanatory

PRINTING \$ 0.00

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

VEHICLE \$ 0.00

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

Contractual Services

1. Fuel Mitigation Service Contractor:

CONTRACTUAL SERVICES...\$ 49,136.36

TOTAL OTHER COSTS \$ 0.00

SUBTOTAL \$ 49,136.36

10% CSU INDIRECT \$ 4,913.64

TOTAL PROJECT COST \$ 54,050.00

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

