

Zausen notes 10/13/14

- Completed inspection of final acres today. Work completed to scope. (10/7 - 10/10)
- P&A - Frank, Jason, Daryl + 12 crew members from Sweat Forestry completed final phase in 4 days
 - They worked extremely fast and quality is high.
 - Top and scatter looks good
 - tree density OK
 - piles are good - some were close to trail or under tree canopies, but given the conditions and amount of fuel, I think this is OK. Some heavies near bases of piles - Dan and crew should spend a couple days prepping piles before snow.
- Overall, the piles are much more burnable and well built than in previous phase.
- residual forest stands look great
- haven't had any feedback from LSP.
- High quality work and successful fuels/forest health project.

P&A Tree Service

Frank Grzesk

PO Box 403

Alma, CO 80420 (970) 406-0228

Invoice

Date	Invoice #
10/12/14	272

Bill To
Colorado State Forest Service Diana Selby 5060 Campus Delivery, CSU Fort Collins, CO 80523

Terms
Due on receipt

Description	Qty	Rate	Amount
Lory State Park, 2013 - 2014 Fuels Reduction Project			
Completion of 26 acres	1	11,928.54	11,928.54
Completion of 25 acres	1	11,469.84	11,469.84
		Total	\$23,398.38

mtntreeservice@yahoo.com

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT

PRICE, COST AND PAYMENT PROVISIONS

Contractor may be paid in one lump sum at the the completion of the entire project or partial payments made at the completion of each unit described in Exhibit A.

PAYMENT PROVISIONS.

- i. ☒ [Fixed Price] The contract price is \$59,184.00. Payments shall be made as follows:

DATE, EVENT or DELIVERABLE	AMOUNT PAYABLE
Completion of 26 acres	11,928.54 (paid)
Completion of 26 acres	11,928.54 (paid)
Completion of 26 acres	11,928.54 (paid)
Completion of 26 acres	11,928.54
Completion of 25 acres	11,469.84

- ii. ☐ Time and material/hourly labor contracts. (Optional—check here if required) The University shall pay the Contractor at the rate of \$_____ per hour for labor, plus cost of materials, with total charges not to exceed a ceiling price of \$enter dollar amount. The Contractor shall successfully complete the contracted services in accordance with contract requirements within the ceiling price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the 10th day of the month. Payments will be made within 30 days after invoice.

- iii. ☐ Cost reimbursement. (Optional—check here if required) The University shall reimburse the Contractor's actual, reasonable, and allowable costs, as defined herein, not exceeding \$enter dollar amount. The Contractor shall submit invoices monthly no later than the 10th day of the month. Payments will be made within 30 days after invoice.

ACCOUNTING AND PAYMENT:

A. Incorrect payments. Incorrect payments by the University to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract or other contracts between the University and the Contractor.

B. Invoices / Payments.

- i. Invoices shall be sent to: Colorado State Forest Service, Fort Collins District, 5060 Campus Delivery, Fort Collins, CO 80523-5060, phone: 970-491-8660
- ii. Payments shall be sent to: P&A Tree Service, P.O. Box 403, Alma, CO 80420, phone: 970-406-0228

C. Maximum Amount Payable. Unless otherwise provided by a signed Amendment, the maximum amount payable by the University to Contractor during each University fiscal year of this Contract shall be:

\$ _____ in FY

Lory State Park

2013-2014 Fuels Reduction Project

Project Description:

Purpose:

The primary goal is to reduce fuel loadings and improve forest health within a ponderosa pine forest.

This project has 3 primary objectives:

- Reduce fuel loading to mitigate the effects of high severity wildfire.
- Protect visitor safety.
- Improve park aesthetics and forest resistance to insects and disease.

Project Location:

Lory State Park is located in Larimer County. The Park lies along the Front Range of the Rocky Mountains and is approximately 7 miles west of Fort Collins, Colorado. The project is located in portions of Section 24 of Township 7 North, Range 70 West.

General Description of Work:

A mandatory site inspection is required for this project. Work involves fuels reduction and forest health improvement via hand thinning. Mechanical mulching and/or chipping will be utilized where terrain and access allows. Work will be guided by the general prescription guidelines listed below and as further described during the mandatory site inspection of the project.

Existing Conditions:

The treatment area consists of 2 units totaling 129 acres.

- The treatment area is located on the southern boundary of Lory State Park and along the southern trails within Lory State Park. The units are adjacent to previously treated areas.
- In general, the treatment area can be characterized as a ponderosa pine forest. Stand density and composition varies throughout.
- Mountain pine beetle and dwarf mistletoe are prevalent within the treatment area. Patches of standing dead timber due to mountain pine beetle infestation is widespread. Active infestation is present. Beetle levels are endemic. Dwarf mistletoe infection is high.
- The area is characterized by steep terrain and rocky outcroppings.
- Access to the treatment unit is via existing park roads and trails.

Unit Description:

- **Unit FH-12** is 84 acres.

Southern Unit

- The southern portions of the project area, along the Lory State Park and Horsetooth Mountain Open Space boundary, tend to be more widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Fingers of dense ponderosa (60% + canopy closure) are interspersed within this area.
- Douglas-fir dominates the more north-facing slopes and along drainages.
- Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
- Access to the unit is via the Parks existing trail system. The Howard trail runs near the northern boundary of **Unit FH-12**. This provides good access into the unit via ATV or UTV.

- **Unit T-1** is 45 acres.

Howard Trail

- The unit runs along several trails in Lory State Park and is ranges from 100-500 feet in width centered mostly along the trails.
- Unit T-1 encompasses the Howard Trail and connection to Horsetooth Mountain Open Space. Densities vary throughout the unit from very open stands (less than 30% canopy closure) of ponderosa pine along the lower portions of the trail to thick stands (60% + canopy closure) of ponderosa pine and Douglas-fir along the upper portion of the trail closer to Arthur's Rock. Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
- Access to the units is via the Parks existing trail system and back-country service road.

Unit Prescription:

In general, the units will need to be treated by hand. Treatment consists of the harvest and disposal of both live and dead trees.

- **Unit FH-12 and T-1**- the units will be thinned in order to reduce ladder fuels and fuel loadings and improve upon stand structure. Stems, slash and other woody debris will be removed, chipped, piled for burning and/or a combination of these methods. **Lop and scatter will be permitted only in areas beyond 75 feet from trails and roads.** In general, the following guidelines will be followed:

- Patches of standing dead timber will be designated for removal (except where snag retention guidelines are applicable; refer to the snag description area below for retention guidelines).
 - Dead standing trees within 1.5 times tree height of any trails should be felled and treated to prescription.
- Live, beetle-infested ponderosa pine will be targeted for removal.

- Piling for burning will be acceptable only for materials 8 inches in diameter or smaller. Currently infested trees larger than 8 inches in diameter shall be cut into 8 foot lengths and left in open, sunny locations where possible.
- In addition, the unit will be thinned to reduce ladder fuels and stand density. In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.
 - In general, trees will be thinned to leave an average spacing of at least 17' between boles. This spacing should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
 - Remove poor quality and suppressed trees of low vigor.
 - Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
 - Retain large trees (> 20 inch Diameter at Breast Height [DBH]) and trees with good form and vigor.
 - Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
 - Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems.
 - Retain Rocky Mountain juniper, shrubs and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
 - If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- Downed woody debris should be cut to remove braches and put the tree boles (greater than 8" diameter) closer to the ground, facilitating decomposition.
 - Significant accumulations of downed woody debris should be chipped, piled for burning, or removed from site.
- All materials less than 8" DBH within 75 feet of any trail should be piled for burning or chipped. Materials greater than 8" DBH within 75 feet of trail corridors should be cut into 4 foot lengths and left on the ground at least 5 feet away from the trail corridor and situated to avoid rolling downslope.

Technique:

In both units, trees identified for removal will be cut using hand-felling techniques and mechanical harvesting if, and where, applicable.

- Harvesting and disposal operations will be done to minimize ground disturbance and damage to residual trees.
- Wherever practicable, Contractor will cut stumps to ground level. Where slope, rocks, or other features prohibit, then a maximum of 4" on the uphill side will be acceptable.
- Materials may be piled for burning.
- Materials that are piled for burning will include only limbs, slash and logs under 8 inches in diameter. Piles should be located on more even ground in openings, meadows or rock

outcrops. All piles should be at least 5 feet away from adjacent tree trunks and trails and away from overhanging tree branches as well as downed logs on the ground.

- Piles will be constructed according to Larimer County recommendations outlined here. Pile construction will include piling branches and tops with butt ends toward the outside of the pile, and overlapping so as to form dense layers piled upon each other. Pile size should be approximately 8 feet across and 6 feet in height and materials should be kept as compact as possible.
- Chipping may be used for disposal of slash. Chipping will be broadcast away from roads, trails, and backcountry campsites. Chip depth will not exceed 4”.
- Where pile burning and chipping are not possible, lop and scatter may be used for areas that are at least 75 feet away from trails or roads. Lop and scatter depth shall not exceed 10”, and material will not be placed underneath or at the base of retention trees.
- Material should be spread out in the unit and not dragged to a consolidated area unless otherwise specified for pile and burn.

Snags:

Maintenance of wildlife snags for roosting provides habitat for raptors and other tree bound animals. Live trees with broken tops, dead tops, or mechanical damage are likely candidates to become wildlife trees. Criteria for selecting wildlife snags are as follows:

- Trees already with signs of bird/wildlife use (nests, holes, cavities, etc).
- Trees with dead or broken tops which are likely to develop heartrot.
- All wildlife snags should be at least 8” dbh and have their bark intact.
- Snags can range anywhere from 5 -10 per acre, but the size is more important in deciding if a tree should stay or go.
- One large snag per acre greater than 20” dbh for use by large woodpeckers and owls.
- Three medium sized snags between 10 and 20” dbh for use by smaller raptors, kestrels and also squirrels.
- One smaller snags per acre between 6 and 10” dbh for smaller birds such as chickadees and nuthatches.

Any snag within 1.5 tree length of the trails should be felled for visitor safety purposes. At least 5 snags should be left per acre with no more than 10 being retained. No new snags shall be created.

Marking:

The Contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the Contract Administrator. Demo areas are used as a guideline or gauge for the contractors to see the desired retention and shall be completed and approved by the Contract Administrator before work may begin on any unit.

- Boundary – When needed, unit boundaries will be delineated prior to the start of operations. All boundaries will be identified with blue flagging.

- Demo Areas – One demonstration area has been flagged for visualization purposes during the bid show. Work is required to start in the demonstration area.
- Access - Access points for ATV's, UTV's and other equipment will be shown during the bid show and coordinated with Lory State Park staff and will not be flagged. Chipper staging areas will be identified prior to the start of operations.

PROJECT IMPLEMENTATION:

Contract period & Operational Period:

- Contract period will run from upon approval to April 1, 2014.
- Daily Operational Period: Limited to Monday-Friday, Dawn to Dusk

Operation Restrictions:

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

Treatment Methods and Equipment

- The unit will be treated by a hand crew in combination with masticating or similar equipment if feasible.

Access:

- Access to the project area will be from park roads or trails. The Contractor shall provide locks for any gates necessary for access. Gates shall be locked at all times and locks must be placed in a manner that accommodates other locks in the chain.
- No equipment shall be parked on private roads at any time.
- All access roads and trails will be kept passable at all times. Any significant accumulations of mulch or material on the access roads and trails will be removed by the Contractor at the end of each day. No skid trails will be created on this project.
- Roads and other improvements will be repaired to the same condition as found prior to the start of work. This repair may include repairing or replacing drainage control features. Significant damage to existing roads or other improvements caused by the Contractor must be repaired by the Contractor as soon as possible. The Contract Administrator will determine if road repair is necessary.

Additional Performance Standards:

- Trail closures will be needed when equipment is in operation or when completing handwork near trails. The contractor will arrange trail closures with the Contract Administrator in coordination with the Park Manager.
- All non-merchantable material and slash must be chipped, piled for burning or fully removed from site. If chips are to remain on site, chips should be spread out to a maximum depth of 4". Chips are not allowed on the trails.

- Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by Contractor equipment will be less than eight inches deep. In areas where machines have used a path repeatedly, water-bars will be installed by the Contractor if the Contract Administrator deems necessary.
- Ephemeral drainage areas will not be used as primary travel routes and crossings will be minimized.
- Fuel, hydraulic fluid or other chemical spills will be reported to State Parks immediately. Soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall either be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor or left in place and mixed with an encapsulating product such as RamSorb I, depending on the amount of contamination.
- Boundary fences must not be damaged and chips or mastication debris must not be propelled onto adjoining private land. No woody material may be left on or piled up against boundary fences.
- Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10 pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
- Neither trash nor litter will be left by the Contractor anywhere on the Park, access route, or vicinity. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
- It is the responsibility of the Contractor to follow all rules and regulations established for Lory State Park. Larry Butterfield of Colorado Parks and Wildlife is the manager for Lory State Park and can be contacted at (970) 493-1623. No dogs and no camping will be allowed on the site.
- All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.
- The work site should be left in a safe manner at the end of every work day, and the Contractor will take all reasonable precautions to prevent injury to the public. The following precautions are required:
 - All equipment will be safely stored at the end of every work day or when unattended. Ignition keys will be removed from machinery and removed from the site. The hitch of all chippers or other towed vehicles will be closed and locked at the end of every work day or when unattended.
 - All vehicles, chippers, or other towed vehicles will be safely parked on level ground with the wheels blocked and locked at the end of each work day or when unattended.
 - Chainsaws, gasoline and oil will be locked inside a vehicle or secured in a locked metal box at the end of each work day or when unattended.
- Safety of Park staff and visitors will be paramount; the contractor will exercise due caution staff at all times. The contractor will take the following precautions on a daily basis:
 - At the beginning of each work day, the contractor will inform an official of the Park, designated by the Park Manager, where work will be taking place on that day. In the event the Park contact shall not be present on any given day, it shall be the duty of the Park Manager to designate an alternate person as the contact.

- When working within 100 feet of any trail, the contractor shall post signs closing the trail at least 100 feet in advance of the work area on each direction of travel. Such signs shall have a minimum dimension of one foot by one foot.

Performance Bond and Damage Deposit:

A Performance Bond in the amount of \$10,000 shall be deposited by the **PURCHASER** upon signing of this agreement. The bond shall be in the form of cash, certified check or a certified bond from a qualified bonding company. The performance bond shall be used, in part or in full for non-performance of any of the terms or conditions of this Independent Services Contract and/or to correct deficiency in any work not completed to agreement specifications. The bond may be used to cover expenses incurred by the Colorado State Forest Service to complete contract obligations, including re-bidding the entire project if necessary.

A Damage Deposit in the amount of \$2,000.00 shall be deposited by the **PURCHASER** upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$1,000.00, it shall be brought back to the original full amount through additional payments by Contractor.

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

ENVIRONMENTAL & OTHER ISSUES:

Weed prevention / Rehabilitation / Reclamation:

- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. A CSFS representative must be present to inspect vehicles and machinery before they are brought onto the project site. Machine operations should avoid driving through weed areas. No major reseeding effort is expected to be necessary for this project; however reseeding may be required if the Contractor uses equipment off-road and exposes excessive amounts of bare soil. The requirement for such reseeding will be the decision of the Contract Administrator in coordination with Park Resource Staff. Activities that would warrant reseeding (such as the creation of a secondary access road) must be cleared through the Contract Administrator prior to construction. All seed mixes, straw, hay materials used in revegetation must meet Colorado Weed-Free specifications. Any and all reseeding will be done at an appropriate time of year.

Sensitive Areas to Avoid:

- Use caution to not drive equipment into any ephemeral stream or drainage.
- Use caution to not damage areas near trails.
- Use cautions to not damage property boundary fence or propel chips and debris onto private land.

Archeological/Cultural Resources Considerations

The project area avoids all sites that have been deemed eligible for the National Federal Register of Historic Places and are therefore not considered to be at significant risk by the forest management activities. If unidentified cultural resources are discovered during project activities, work must be halted by the Contractor until the resources have been evaluated in terms of Federal Register criteria, 36 CFR 60.4, in consultation with the Colorado Historical Society.

Endangered Species Considerations

The Contractor is required to comply with all Endangered Species Act (ESA) and other relevant state and federal species protection laws or regulations.

EXHIBIT A
COLORADO FOREST RESTORATION PILOT GRANT
SCOPE OF WORK

Cooperator: *Colorado Parks and Wildlife*

Work to be completed: As described in Applicant's Grant Application and detailed by the Fort Collins District:

- Implement forest restoration activities over 73 acres
- Create patch cuts in dead ponderosa pine trees
- Dead standing trees within 1.5 times tree height of any trails should be felled and treated
- Live, beetle-infested ponderosa pine and trees with Hawksworth dwarf mistletoe ratings of 4 or greater will be targeted for removal
- Retain a diversity of age-classes to promote uneven-aged clumps
- Tree will be thinned to leave an average spacing of at least 17' between boles
- Reduce average basal area to 60-80 square ft/acre
- Remove poor quality and suppressed trees of low vigor
- Retain large trees (> 20 inch DBH), trees with good form and vigor, and character or "old growth" ponderosa pine
- Douglas-fir regeneration and saplings should be retained and thinned to an average spacing of 5-10 feet between stems where not serving as ladder fuels
- Retain Rocky Mountain juniper, Douglas-fir and other species unless they are contributing to ladder fuels or providing excess fuel continuity
- Remove shrubs where acting as ladder fuels.
- Downed woody debris should be cut to remove braches and put the tree boles closer to the ground, facilitating decomposition.

Standards or Guidelines: Will meet CSFS guidelines appropriate for treatment. Will comply with standards in *Colorado Forest Stewardship Guidelines to Protect Water Quality: Best Management Practices*

Project Period: June 18, 2012 to April 30, 2014.

Funded Amount: \$110,000

Minimum cooperator match: \$90,000

All work completed under this project must be certified as meeting minimum Colorado State Forest Service standards prior to any reimbursement being made to the cooperator. Exhibit B entitled "Grant Report/ Reimbursement Request" will be the document used to both request reimbursement and to certify that work has been completed to minimum standards.

Intermittent requests for reimbursement must be accompanied by intermittent project accomplishments. Final requests for reimbursement must be accompanied by a final closeout report depicting total project accomplishments. Minimum reporting items:

- ✓ • Accomplishments: examples include (quantified: # acres treated; # miles of fuelbreak; # of defensible spaces implemented; # of presentations with # of participants).
- ✓ • Summary of Youth Corps participation, if applicable.
- ✓ • Summary of actual costs.
- ✓ • Summary of other reimbursable contributions.
- ✓ • Summary of non-reimbursed matching contributions.
- ✓ • Digital before and after photos submitted electronically (do not embed tiff or jpg into other files).
- ✓ • Electronic map and GIS data (local CSFS District Office must have necessary data to report map of project area).

(mxd + shapefile)

Initials:

Purchase Order ?

Doc Nbr: 2812848 Status: FINAL
 Initiator: kfs Created: 09:57 AM 02/05/2014
 Purchase Order #: 411065 Purchase Order Doc Status: Open

expand all collapse all
 * required field

Document Overview

▼ hide

Document Overview

* Description: Draughon

Organization Document Number:

Explanation: out-to-bid:
 Lory State Park Fuel Reduction Project.

Financial Document Detail

* Year: 2014

Total Amount: 59,184.00

Purchase Order Detail

* Chart/Org: CO / 5060

Receiving Required: No

Contract Manager: GREGORY DRAUGHON

Assigned To User:

Solicitation Number: D710033

EPLS Indicator: Yes

Account Distribution Method: Proportional

* Funding Source: INSTITUTION ACCOUNT

Payment Request Positive Approval Required: No

Previous Purchase Order #:

Purchase Order Confirmed Indicator: No

Requisition Source: DIRECT INPUT

Delivery

▼ hide

Final Delivery

* Delivery Campus: MC - CSU Main Campus

Building: Headquarters

* Address 1: 3843 LAPORTE AVE.

Address 2:

* Room: 0

* City: FORT COLLINS

* State: CO

Postal Code: 80521

* Country: United States

* Delivery To: Heady, Valerie A

Phone Number: 970-491-6303

Email: Valerie.Heady@ColoState.EDU

Date Required:

Date Required Reason:

Delivery Instructions:

Receiving Address

5060-1
 200 West Lake Street
 5060 Campus Delivery
 Fort Collins, CO 80523-5060
 United States

Address To Vendor

Vendor

▼ hide

Vendor Address

* Vendor: P and A Tree Service

Vendor #: 38700-0

* Address 1: PO Box 11

Address 2:

Attention:

* City: Alma

* State: CO

* required for US

Province:

* Postal Code: 80420-0011

* required for US

* Country: United States

Vendor Info

* Vendor Choice: Other

Customer #:

Notes To Vendor:

Contract Name:

Phone Number:

Fax Number:

Payment Terms:

Shipping Title:

Shipping Payment Terms:

Contacts:

Supplier Diversity:

Stipulations

▶ show

Items

▼ hide

Current Items

Item Line #	Item Type	Quantity	UOM	Catalog #	Commodity Code	Description	Unit Cost	Extended Cost	Assigned To Trade In	Actions	Amount Paid
Item 1	NO QUANTITY					Lory State Park	17,045.00	17,045.00	No		
	▼ hide Accounting Lines										
1	Accounting Lines ?										0.00
	Source										
	* Chart										
	* Account Number										
	CO										
	Colorado State University										
	* Sub-Account										
	11 CPG FRTP-FC										
	* Object										
	6601										
	550										
	General Services Forestry Field Service										
Item 2	NO QUANTITY					Lory State Park	17,045.00	17,045.00	No		
	▼ hide Accounting Lines										0.00

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

Accounting Lines										hide detail
Source										
* Chart	* Account Number	Sub-Account	* Object	Sub-Object	Project	Org Ref Id	Percent	Amt	Actions	
C0 Colorado State University	5301960 Lory State Park 2012 Forest Management P		6601 General Services	550 Forestry Field Service			100.00	17,045.00		

Item 3

NO QUANTITY

Lory State Park 25,094.00 25,094.00 No

Accounting Lines										hide detail
Source										
* Chart	* Account Number	Sub-Account	* Object	Sub-Object	Project	Org Ref Id	Percent	Amt	Actions	
C0 Colorado State University	1929400 HB 1199 FY12 Extension of Forest Restoration Project		6601 General Services	550 Forestry Field Service			100.00	25,094.00		

3

0.00

Additional Charges					hide	
* Item Type	Description	Extended Cost	Amount Paid			
SHIPPING AND HANDLING						
SHIPPING AND HANDLING :			0.00			
FULL ORDER DISCOUNT						
FULL ORDER DISCOUNT :			0.00			
TRADE IN						
TRADE IN :			0.00			
NO CHARGE						
NO CHARGE :			0.00			
MISCELLANEOUS						
MISCELLANEOUS :			0.00			
PAYMENT TERMS DISCOUNT						
PAYMENT TERMS DISCOUNT :			0.00			
Totals						
Grand Total:		59,184.00				
Internal Purchasing Limit:		50,000.00				
Capital Asset	show					
Payment Info	show					
Additional Institutional Info	hide					
Additional						
* Method of PO Transmission: ELECTRONIC						
* Cost Source: ESTIMATE						
* Requestor Name: Heady, Valerie A						
* Requestor Phone: 970-491-6303						
* Requestor Email: Valerie.Heady@ColoState.EDU						
Sensitive Data						
PO Total Cannot Exceed:						
Quote	show					
Account Summary	show					
View Related Documents	show					
View Payment History	show					
General Ledger Pending Entries	show					
Notes and Attachments (14)	hide					
Notes and Attachments						
Posted Timestamp	Author	* Note Text	Attached File	Send to Vendor?	Notification Recipient	Actions
add:						
			Browse... No file selected.			add
			CANCEL			
1	08/30/2013 03:44 PM	Heady, Valerie A	CSFS 805 and SOW			
			DOC051.pdf (193 KB, application/pdf)	No		send

2	09/04/2013 08:40 AM	USER, KFS	Requisition did not become an APO because: Requisition total is greater than the APO limit.		No		send
3	09/25/2013 10:13 AM	Draughon, Gregory Daniel	This is on DQ D710033 with a close date on 10/2/13.		No		send
4	02/05/2014 09:23 AM	Draughon, Gregory Daniel	This was awarded to P and A Tree Service on Documented Quote D710033.	award.pdf (106 KB, application/pdf)	No		send
5	02/05/2014 09:48 AM	Draughon, Gregory Daniel	Quote summary with vendor pricing	Signed summary.pdf (257 KB, application/pdf)	No		send
6	02/05/2014 09:49 AM	Draughon, Gregory Daniel	Hired Gun Submission	Hired Gun submission.pdf (122 KB, application/pdf)	No		send
7	02/05/2014 09:49 AM	Draughon, Gregory Daniel	P and A Submission	P and A submission.pdf (1 MB, application/pdf)	No		send
8	02/05/2014 09:50 AM	Draughon, Gregory Daniel	Precision Felling Submission	Precision Felling submission.pdf (1 MB, application/pdf)	No		send
9	02/05/2014 09:50 AM	Draughon, Gregory Daniel	Summit Forestry Submission	Summit Forestry submission.pdf (364 KB, application/pdf)	No		send
10	02/05/2014 09:54 AM	Draughon, Gregory Daniel	Signed Contract	Contract Signed.pdf (1 MB, application/pdf)	No		send
11	02/05/2014 09:55 AM	Draughon, Gregory Daniel	Documentation of available funding for Accounts 5366430 and 5301960.	Accounts 5366430 and 5301960 Funding.pdf (105 KB, application/pdf)	No		send
12	02/05/2014 09:56 AM	Draughon, Gregory Daniel	Documentation of available funding for Account 1929400-FC-09	Account 1929400 FC 09 Funding.pdf (109 KB, application/pdf)	No		send
13	02/05/2014 10:02 AM	Draughon, Gregory Daniel	P and A EPLS	P and A EPLS.pdf (61 KB, application/pdf)	No		send
14	02/09/2014 09:26 AM	Swaro, John Joseph	Attach a test attachments	TEST attachments.docx (11 KB, application/vnd.openxmlformats-officedocument.wordprocessingml.document)	No		send

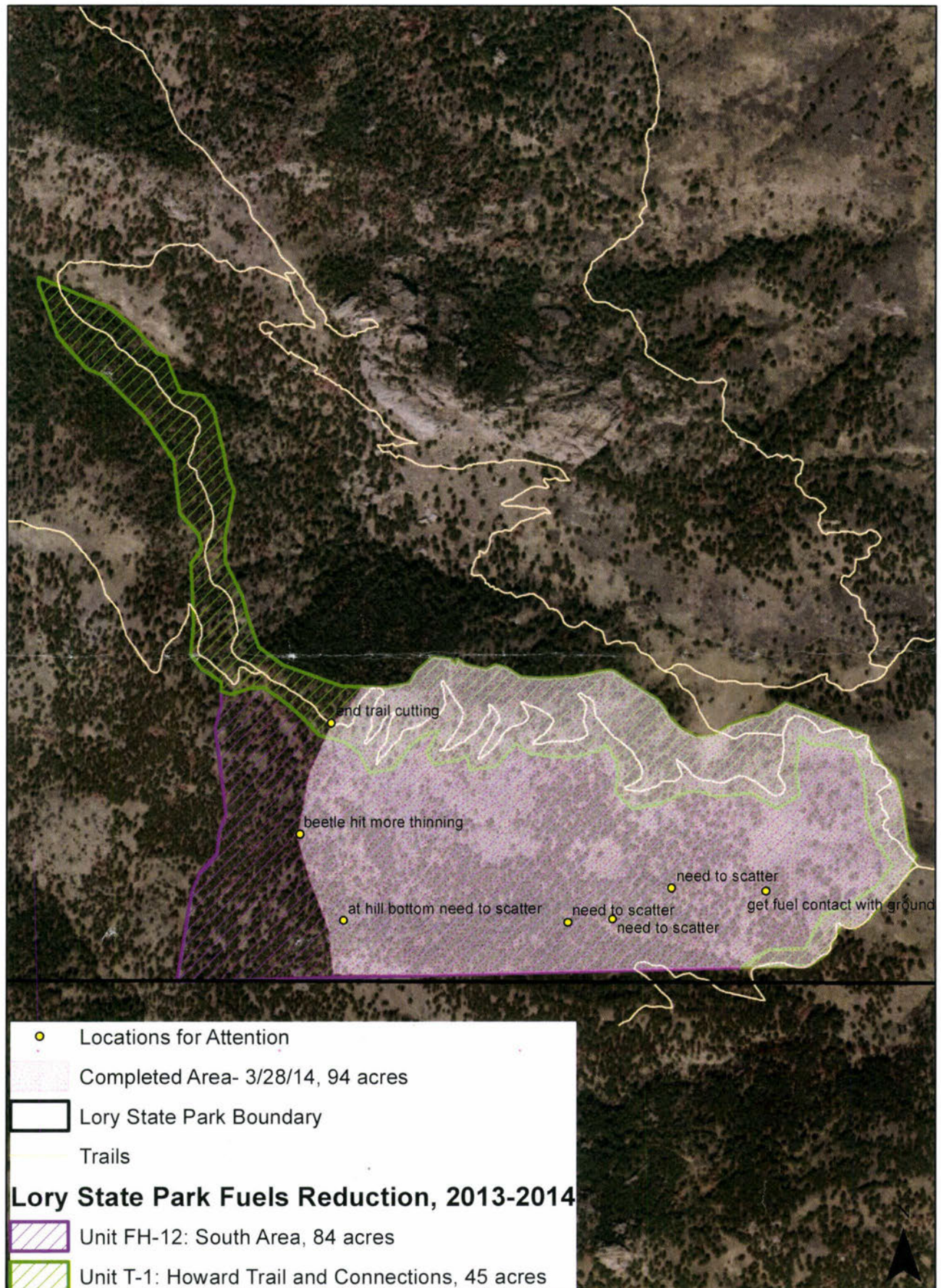
Ad Hoc Recipients

[show](#)

Route Log

[show](#)[receiving](#) [send ad hoc request](#) [close](#)

Lory State Park Fuels Reduction 2013-2014



Map created by Colordao State Forest Service
Fort Collins District Office
3/28/14

Financial Assistance Program
Cooperative Match Project
COLORADO FOREST RESTORATION PILOT GRANT

To be conducted by:

Colorado Parks and Wildlife

Funding Provided by CSFS:	\$110,000
Minimum Recipient Match:	\$90,000
Project to be Completed by:	April 30, 2014
Documentation due to District Office by:	May 15, 2014
Documentation due to State Office by: (submitted by District Forester)	June 6, 2014

Based on the strength of the application submitted by **Colorado Parks and Wildlife** the Colorado State Forest Service is providing funding in the amount up to but not exceeding **\$110,000** to accomplish the project described in the attached scope of work, Exhibit A.

As the cooperator, **Colorado Parks and Wildlife**, will be reimbursed for costs incurred in implementing the project up to the amount listed above once the following requirements are met:

- A. Complete all work as described in *enclosed EXHIBIT A, scope of work*.
- B. Provide appropriate cost documentation that project funds have been matched at amount stated in proposal which is at a minimum rate of 40%. Your required minimum match is listed above. See notification letter if project is completed under budget.

Complete and submit through the local CSFS District Office periodic Grant Report(s)/Reimbursement Request(s) using the forms provided, as needed, and a Final Closeout Report that provides details on expenditures and accomplishments as a result of this project. Submission to:

Colorado State Forest Service
Attn: Boyd Lebeda, District Forester
Fort Collins District
5060 Campus Delivery, CSU
Fort Collins, CO80523-5060

As a representative of the cooperator, I have read and understand the conditions of participating in this cooperative match project.

Cooperator Signature:

Date:

Colorado Parks and Wildlife

Mailing Address: **Attn: Matt Schulz**
 1313 Sherman St. #618
 Denver, CO 80203

Telephone Number: **(303) 866-3203 ext. 4345**
Email Address: **matt.schulz@state.co.us**
Fax: **(303) 866-3206**

P&A Tree Service

Frank Grzesk

PO Box 403

Alma, CO 80420 (970) 406-0228

Invoice

Date	Invoice #
3/30/14	212

Bill To
Colorado State Forest Service Diana Selby 5060 Campus Delivery, CSU Fort Collins, CO 80523

Terms
Due on receipt

Description	Qty	Rate	Amount
3 units of 26 acres completed	3	11,928.54	35,785.62
		Total	\$35,785.62

mtntreeservice@yahoo.com

CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

CSFS # 805 Rev. 02/04/05

Date: 10/11/2013		Requested By: Diana Selby		Resale to: N/A		CSFS Invoice #:	
Vendor: P&A Tree Service Frank Grzesk P.O. Box 403 Alma, CO 80420				Ship To: Attn: Diana Selby CSFS Fort Collins District 5060 Campus Delivery, CSU Fort Collins, CO 80523-5060			
Reason for Vendor Selection: <input type="checkbox"/> Sole Source (attach completed Sole Source Justification Form) <input type="checkbox"/> Previous Supplier <input checked="" type="checkbox"/> Other – Documented Quote #D710033						Terms:	
Shipping Instructions: <input type="checkbox"/> FOB Fort Collins, Colorado <input type="checkbox"/> FOB			Delivery Date:		Deliver to: Initials____ Bldg____ Room____ Phone____		
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total
1			129	Acres	Lory State Park – 2013-2014 Lory Fuels Reduction Project. 129 acres of hand thinning and piling.	\$59,184	
2	5366430	4550			Split Funding – 28.8 % of total project cost	\$17,045	5366430 ✓
3	5301960	4550			Split Funding – 28.8 % of total project cost	\$17,045	5301960 ✓
4	1929400-FC-09	4550			Split Funding – 42.4 % of total project cost	\$25,094	1929400
5							
SPECIAL INSTRUCTIONS:				Expenditure Approval: Authorized Signature: <u>/s/ Diana Selby</u> Date: <u>10/11/2013</u>			Subtotal: \$ <u>59,184.00</u> Discount: \$ _____ TOTAL: \$ <u>59,184.00</u>

FRY/ closed
GOCO/ closed
CFRP

Lory State Park

CFRP Funds Only

Account 1929400 - FC-09

Original \$: \$ 110,000 For 75 acres

(1st phase)

Used \$45,151 in 2012-2013 project

Total Project = 119 acres

% from CFRP = 50.5 acres

(2nd phase)

Planned 2014-2015

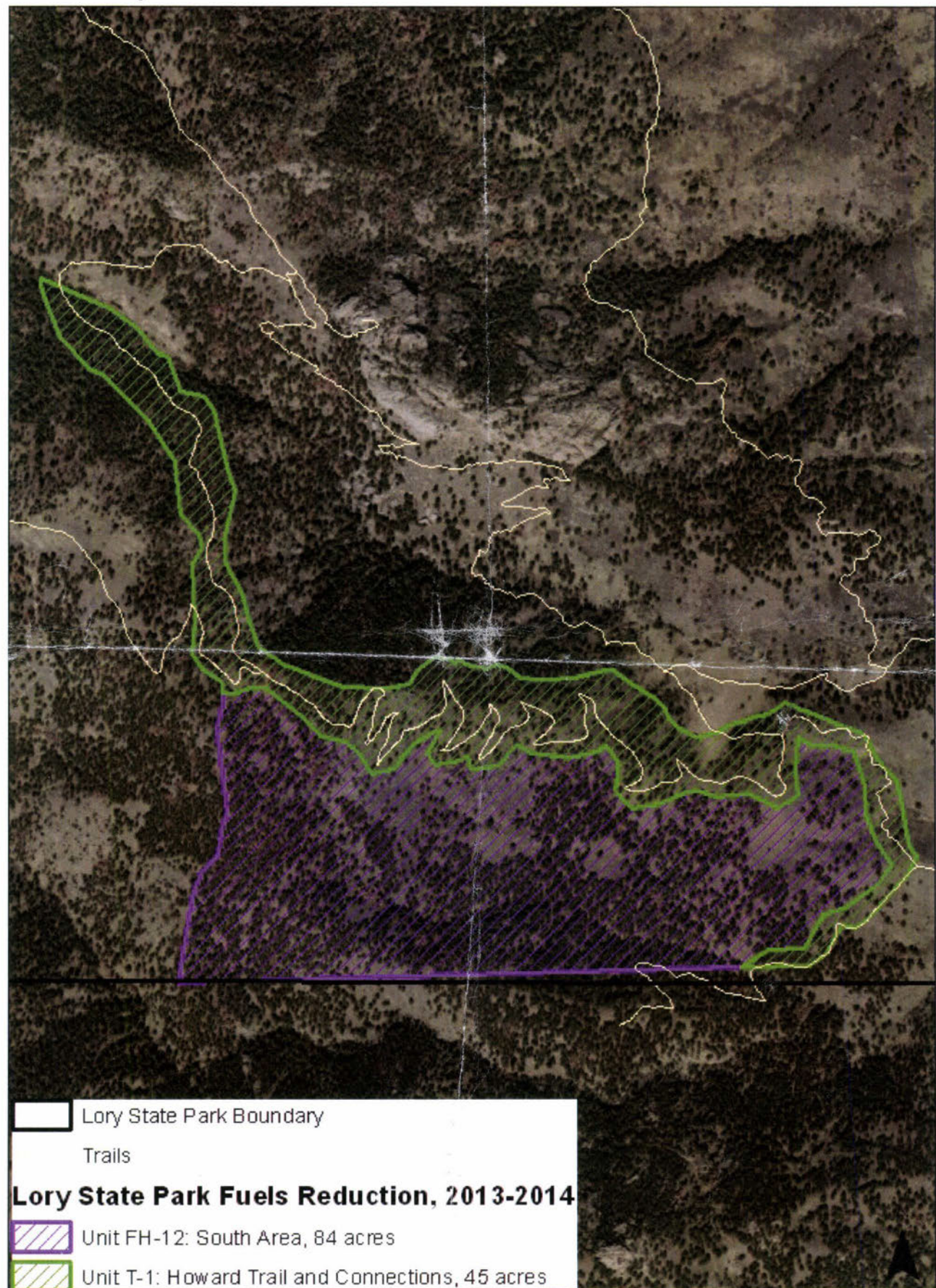
\$ 25,094

Total project = 129 acres

% from CFRP = 54.7 acres

Due to bird breeding blackout dates and other matching funds needing to be spent first, the CFRP funds won't be spent until after July 31, 2014. A contract is in place and the project (Phase 2) will be complete by Dec. 31, 2014.

Lory State Park Fuels Reduction 2013-2014



Map created by Colorado State Forest Service
Fort Collins District Office
August 2013

0 0.05 0.1 0.2 0.3 Miles



Contracting Services
6010 Campus Delivery
Fort Collins, Colorado 80523-6010
(970) 491-6166
FAX: (970) 491-5523

March 21, 2014

P&A Tree Service
Frank Grzesk
PO Box 403
Alma CO 80420

RE: Amendment #1 to Lory State Park 2013-2014 Fuels Reduction Project

Dear Frank,

Please find enclosed for your records a completely executed original of Amendment #1 to the Independent Services Contract between P&A Tree Service and Colorado State University for the use and benefit of the Colorado State Forest Service.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Kovach".

Kathy Kovach
Contracts Assistant, Contracting Services

enclosure

cc: Joe Duda, Colorado State Forest Service

CONTRACT AMENDMENT

Contract or Amendment	Amount	Total Contract Value (including all amendments and renewal options)
Original Contract # D710033	\$59,184.00	\$59,184.00
Amendment #1	\$0	\$59,184.00

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between P and A Tree Service (hereinafter called "Contractor"), and the Board of Governors of the Colorado State University System, acting by and through Colorado State University, Colorado State Forest Service (hereinafter called "University").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the Colorado State University Controller or the Controller's authorized delegate; or (2) the following date, 4/2/14. This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State University Controller or designee. University shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof, prior to the date on which it is signed by or for the Controller.

3) FACTUAL RECITALS

The parties entered into the Contract dated 2/5/14 for/to Lory State Park fuels reduction project.

4) CONSIDERATION

Consideration for this Amendment consists of the payments to be made hereunder and the obligations, promises, and agreements set forth herein.

5) EFFECT

It is expressly agreed by the parties that this amendment is supplemental to the Contract, as amended and collectively referred to as the Contract, which is, by this reference incorporated herein, and that all terms, conditions and provisions of the Contract, except as specifically modified herein, shall remain in full force and effect.

6) MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows: Extend end date to December 31, 2014.

7) ORDER OF PRECEDENCE

In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control.

8) AVAILABLE FUNDS


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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Colorado State University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.

CONTRACTOR

Frank Grzesk
P and A Tree Service

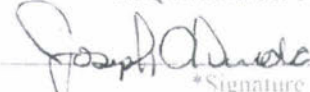
By: 
Name: FRANK GRZESK
Title: OWNER
Date: 3.11.14

STATE OF COLORADO

John W. Hickenlooper GOVERNOR
Board of Governors of the Colorado State University
System, acting by and through Colorado State University
Dr. Anthony A. Frank, President


By: _____
*Signature
Name: _____
Title: _____
Date: 3/19/14

REQUIRED APPROVALS:

By: 
*Signature
Name: Joseph A. Duda
Title: Deputy State Forester
[Dean, Director or Dept. Head]
Date: 3-11-14
Account No: 5366430.5301960.1929400

LEGAL REVIEW


John W. Suthers, Attorney General

By: 
Name: Donna W. Aurand, JD Director, Contracting Services
and Special Assistant Attorney General for
Colorado State University
Date: _____

ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL by the COLORADO STATE UNIVERSITY
CONTROLLER

CRS §24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Amendment is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

COLORADO STATE UNIVERSITY CONTROLLER

By: 
*Signature
Name: GREG DRAUGHON
Date: 3/19/14

INDEPENDENT SERVICES CONTRACT

I. PARTIES

The Parties to this Contract are: the Board of Governors of the Colorado State University System, acting by and through Colorado State University, a body corporate and an institution of higher education of the state of Colorado, for the use and benefit of Colorado State Forest Service, Fort Collins District (hereinafter called the "University" or "CSU"); and P&A Tree Service (hereinafter called "Contractor"), a corporation existing under the laws of the state of Colorado (collectively, the "Parties").

II. RECITALS

WHEREAS, authority to enter into this Contract arises from CRS Sec.23-30-102, 23-30-120, and 23-31-101, *et seq.*; funds have been budgeted, appropriated and otherwise made available; and a sufficient unencumbered balance thereof remains available for payment of this Contract in fund number 5366430, 5301960, and 1929400; and

WHEREAS, the Contractor was selected pursuant to Documented Quote number D710033.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree to all recitals, terms, conditions and provisions contained herein.

III. TERM

Effective Date:

This Contract shall commence on the Effective Date, which shall be the later of the date that it is signed by the Colorado State University Controller or the Controller's authorized delegate ~~or~~. This Contract shall not be effective or enforceable and the University shall not be liable to pay the Contractor for performance hereunder until it is approved and signed by the Colorado State University Controller or authorized designee. The Contractor shall not begin work before receiving a fully executed Contract and instructions to proceed.

Initial Term:

The Initial Term of this Contract shall commence on the Effective Date and shall terminate on April 1, 2014, unless sooner terminated or further extended as specified elsewhere herein.

Option to Extend:

☒ By Mutual Agreement: The Parties may, upon mutual written agreement, extend this Contract for an additional term of 5 months, August 1, 2014 through December 31, 2014. Blackout dates for work would be April 1, 2014 through July 31, 2014. (the "Renewal Term").

☐ Automatic Renewal: Upon expiration of the Initial Term this Contract shall automatically renew for Insert number and length of renewal terms.

The total duration of this Contract, including any Renewal Term(s), shall not exceed Insert time period--max. 5 years

IV. PURPOSE/SCOPE OF WORK

Purpose:

The purpose of this Contract is cutting trees to reduce fuel loading at Lory State Park.

Scope of Work:

Contractor shall complete its obligations as described in the Scope of Work attached hereto as **Exhibit A** on or before the end of the Initial Term or such other date(s) for completion of the Scope of Work or portions of the Scope of Work as may be specified in **Exhibit A**. Contractor shall procure goods and services necessary to complete the Scope of Work. Such procurement shall be accomplished using the contract funds paid hereunder and shall not increase the maximum amount payable by the University unless otherwise specifically authorized in the Scope of Work.

V. PAYMENT TERMS

☒ This is a fixed-price contract.

Payment for all services performed by Contractor under this Contract shall be in the fixed sum of \$59,184.00 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in **Exhibit B**, which, if applicable, is attached hereto and incorporated by this reference.

☐ 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 \$[enter dollar amount] and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.

☐ Advance Payments: *(only applicable if checked)* Any advance payments required under this Contract shall only be allowed if specially authorized by the Colorado State University Controller or delegate in compliance with the Colorado State University System Fiscal Rules.

Advance Payment Approval: the undersigned represents that he or she is duly authorized to approve the advance payment to Contractor as required under this Contract, in the amount of \$[enter dollar amount] and that an adequate basis for approval exists pursuant to Colorado State University System Fiscal Rule 2.1, and, if applicable, the delegate's specific written delegation conditions.

By: _____

Name: _____

Date: _____

VI. REPRESENTATIVES AND NOTICES

The individuals identified below are the designated representatives of the Parties. All notices required to be given hereunder shall be hand delivered with receipt required OR sent by certified or registered mail to such Party's designated representative at the address set forth below. In

addition to, but not in lieu of a hard-copy notice, notice also may be sent via (i) e-mail to the e-mail addresses, or (ii) fax to the Party's fax number, if any, set forth below. Either Party may from time to time designate substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt. A fax notice is invalid unless the Party sending the fax receives written confirmation of its receipt from the receiving Party (not merely a confirmation of transmission from the faxing Party's own machine).

<p>UNIVERSITY: Joseph Duda Colorado State Forest Service 5060 Campus Delivery Colorado State University Fort Collins, CO 80523-5060 E-mail: jduda@lamar.colostate.edu Telephone: 970-491-7546 Fax: 970-491-3445</p> <p>With a copy to: Director, Contracting Services 6010 Campus Delivery Colorado State University Fort Collins, CO 80523-6010 Email: contracts@colostate.edu Tel: 970-491-6166 Fax: 970-491-5523</p>	<p>CONTRACTOR: Frank Grzesk P&A Tree Service P.O. Box 403</p> <p>Alma, CO 80420 E-mail: mtntreeservice@yahoo.com Telephone: 970-406-0228 Fax: 970-453-9591</p>
--	---

☐ This is an International Agreement: (only applicable if checked)

International agreements with foreign vendors/contractors require approval by the CSU Export Control Office located within the Office of Sponsored Programs. The undersigned represents that he or she is duly authorized to approve export control measures on behalf of the University.

By: _____

**Signature*

Name: _____

Title: _____

Date: _____

VII. EXHIBITS

If checked, the following exhibits are attached and hereby made a part of this Contract:

- ☒ **Exhibit A:** Statement of Work
- ☒ **Exhibit B:** Price, Cost and Payment Provisions
- ☒ **Exhibit C:** Federal Funds Addendum
- ☒ **Exhibit D:** Contractor Disclosure Statement

VIII. GENERAL TERMS AND CONDITIONS

(1) Independent Contractor: Contractor, and all persons employed or engaged by Contractor to perform under the attached Scope of Work, shall perform as an independent contractor and not an employee or agent of the University. The means and methods of performance are to be determined by the Contractor in order to achieve the results required under the Statement of Work. Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the University to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

(2) Inspection/Monitoring: The University reserves the right to inspect Contractor's performance at all reasonable times and places during the term of this Contract, including any extensions or renewals. If Contractor's performance fails to conform to the requirements of this Contract, the University may require Contractor promptly to come into conformance at Contractor's sole expense. If Contractor's performance cannot be brought into conformance by such corrective measures, the University may exercise any or all of the remedies available under this Contract, at law or in equity. Contractor shall permit the University, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure.

(3) Late Payments/Interest: The University shall pay each invoice within 30 days of receipt thereof, for the work performed by Contractor and accepted by the University. If the University contests any amount invoiced, it shall pay the uncontested amount and provide a written statement of the reason(s) for withholding the remaining amount together with such partial payment. Uncontested amounts not paid by the University within 45 days after due date shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one (1.0%) percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the University separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid, and the interest rate.

(4) Fund Availability: Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If federal funds are used to fund this Contract, in whole or in part, the University's performance hereunder is contingent upon the continuing availability of such funds and **Exhibit C** attached hereto is incorporated herein by this reference. If such funds are not

appropriated, or otherwise become unavailable, the University may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof and shall remit payment to the Contractor for its performance prior to termination. If the amount due cannot readily be determined from the Contract, then the amount shall be calculated on a pro rata basis according to the percentage of the entire Scope of the Work that was completed and accepted by University.

(5) Contractor Records: Contractor shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance hereunder. Contractor shall maintain such records for a period of at least three years until the last to occur of: (i) the date this Contract expires or is sooner terminated, (ii) final payment is made hereunder, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period"). Contractor shall permit the University (and, if federal funds are used in the payment of this Contract, the federal government), and any duly authorized agent of either, to audit and inspect Contractor's records during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder.

(6) Confidential Information: Confidential Information (or "CI") as used in this Contract, shall include any and all documents, materials, data or information disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") that (i) is clearly identified as CI at the time of disclosure, or (ii) the Recipient knows to be CI of the Disclosing Party. CI shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Contract; or was in the possession of the Recipient at the time of disclosure. CI shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS Sec.24-72-101, et seq. ("CORA"). The Parties shall keep all CI secret at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for CI shall be immediately forwarded to the Disclosing Party's designated representative. If disclosure of the CI is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action, but shall always have the right to proceed as it believes, in its sole discretion and judgment, to be required in accordance with the law.

(7) Licenses, Permits and Other Authorizations: Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain a business registration with the Colorado Secretary of State and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

(8) Insurance:

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

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

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University a certificate or other document satisfactory to the University showing compliance with this provision. Notwithstanding this subsection A, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Contractor shall at all times during the term of this Contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the Contractor shall show proof of such insurance satisfactory to the University.

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

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

5) (only if checked ☐) Crime/Employee Dishonesty insurance with minimum limits of liability of not less than \$1,000,000.

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

C. Contractor shall notify University at least 45 days prior to cancellation or non-renewal of the required insurance coverage.

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

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

F. Upon written request, the Contractor shall, within ten (10) days, provide to the University certificates showing insurance coverage required by this Contract. If requested by University, no later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the University certificates of insurance evidencing renewals thereof. At any time during the term of this Contract, the University may request in writing, and the Contractor shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G. Self-insurance programs do not meet the State's or the University's insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

(9) Default: The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes an event of default. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute an event of default. In the event of a default, notice shall be given in writing by the non-defaulting Party to the defaulting Party. If such default is not cured within 30 days of receipt of written notice, or if a cure cannot reasonably be expected to be completed within 30 days, or if cure has not begun within 30 days and pursued with due diligence, then the defaulting Party shall be in breach of this Contract, and the non-defaulting Party may exercise any of the remedies set forth below. Notwithstanding anything to the contrary herein, the University, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate and/or irreparable harm.

(10) Remedies for Default - Termination: The University may terminate this Contract in whole or in part. Exercise by the University of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any and may incur obligations as are necessary to do so within this Contract's terms. To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the University has an interest. All materials owned by the University in the possession of Contractor shall be immediately returned to the University. Any completed deliverables, at the option of the University, shall be delivered by Contractor to the University and shall become the University's property. The University shall remunerate Contractor only for accepted performance up to the date of termination.

Notwithstanding any other remedial action by the University, Contractor shall remain liable to the University for any damages sustained by the University by virtue of any default

under this Contract by Contractor and the University may withhold any payment to Contractor for the purpose of mitigating the University's damages, until such time as the exact amount of damages due to the University from Contractor is determined. Contractor shall be liable for excess costs incurred by the University in procuring from third parties replacement goods and services as cover.

(11) Remedies for Default – Not Involving Termination: The University, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

A) Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the University without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the University's directive and the University shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

B) Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

C) Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the University; provided, that any denial of payment shall be reasonably related to the value to the University of the obligations not performed.

D) Notwithstanding any other provision herein, the University may demand immediate removal of any of Contractor's employees, agents, or subcontractors whom the University deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the University's best interest.

(12) Intellectual Property Infringement: If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the University's option (i) obtain for the University or Contractor the right to use such products and services; (ii) replace any goods, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (iii) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid thereof to the University.

(13) Termination for Convenience: The University is entering into this Contract for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and/or Courts and by the Board of Governors of the Colorado State University System, acting by and through its authorized representatives for the University. If, in the sole discretion and judgment of the University, this Contract ceases to further the public policy of the State, the University may terminate this Contract in whole or in part upon not less than 30 days written notice. Exercise by the University of this right shall not constitute a breach of the University's obligations hereunder.

(14) Work Product/Rights in Data, Documents and Computer Software: Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or deliverables of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract ("Work Product") shall be the exclusive property of the University and all Work Product shall be delivered to the University by

Contractor upon completion or termination hereof. The University's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the University.

(15) University Liability/Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the University, its departments, Board, officials, and employees is at all times herein strictly controlled and limited by the provisions of the CGIA, as now and hereafter amended. Nothing in this Contract shall be deemed or applied as a waiver of such immunities. In no event will the University or the State of Colorado be liable for any special, indirect, or consequential damages, even if the University or the State has been advised of the possibility thereof. As an institution of the State of Colorado, the University is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Contract shall be null and void.

(16) Contractor Indemnification: Contractor shall indemnify, save, and hold harmless the State of Colorado, the University, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract. If Contractor is a public entity, then provisions hereof shall be applicable to the extent authorized by law, and not construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS Sec.24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

(17) Assignment and Subcontracts: Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the University. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or the University are subject to all of the provisions hereof including insurance requirements. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the University or its designated representative upon request by the University. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

(18) Complete Agreement: This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and permitted assigns. The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(19) Amendments: Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado state laws, regulations and Colorado State University System Fiscal Rules. This Contract is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

(20) Severability/Waiver: Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent. Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(21) Choice of Law, Venue and Jurisdiction: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado District Court, and exclusive venue shall be in the County of Larimer. The University does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

(22) Third Party Beneficiaries: Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

(23) Software Piracy Prohibition (Governor's Executive Order D 002 00): University or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the University determines that Contractor is in violation of this provision, the University may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

(24) Employee Financial Interest (CRS 24-18-201; 24-50-507): The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance

of Contractor's services and Contractor shall not employ any person having such known interests.

(25) Vendor Offset (CRS. 24-30-201(1); 24-30-202.4: *(Not applicable to intergovernmental agreements.)* Subject to CRS Sec.24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS Sec.39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(26) Public Contracts for Services (CRS 8-17.5-101): *(Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.)* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS Sec.8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS Sec.8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS Sec.8-17.5-101 et seq., the University may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

(27) Work outside Colorado or United States (CRS 24-102-206): If Contractor anticipates that services under this Contract or any subcontract hereunder shall be performed outside the State of Colorado or outside of the United States, the Contract must complete the Contractor Disclosure Statement, **Exhibit D** attached hereto.

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

produced one form of identification required by CRS Sec.24-76.5-103 prior to the effective date of this Contract.

(29) Signing Authority. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the University, Contractor shall provide the University with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request. This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

***Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that Colorado State University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.**

<p>CONTRACTOR: Frank Grzesk P&A Tree Service</p> <p>By: <u>[Signature]</u> *Signature</p> <p>Name: <u>Frank Grzesk</u> Title: <u>owner</u> Date: <u>12-9-13</u></p>	<p>STATE OF COLORADO John W. Hickenlooper GOVERNOR Board of Governors of the Colorado State University System, acting by and through Colorado State University Dr. Anthony A. Frank, President</p> <p>By: <u>[Signature]</u> *Signature</p> <p>Name: <u>Tom Weeks</u> Title: <u>Director, Procurement Services</u> Date: <u>2/5/14</u></p> <p>REQUIRED APPROVALS:</p> <p>By: <u>[Signature]</u> *Signature</p> <p>Name: <u>Joseph A. Suda</u> Title: <u>Deputy State Forester</u> <small>[Dean, Director or Dept. Head]</small> Date: <u>1-3-14</u></p> <p>Account No: _____</p> <p>LEGAL REVIEW John W. Suthers, Attorney General</p> <p>By: <u>[Signature]</u> Donna W. Aurand, JD Director, Contracting Services and Special Assistant Attorney General for Colorado State University</p> <p>Date: _____</p>
--	---

ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL BY THE UNIVERSITY CONTROLLER

CRS §24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Contract is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

COLORADO STATE UNIVERSITY CONTROLLER

By: [Signature]
*Signature

Name: GREG DRAUGHON
Date: 2/5/14

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT

STATEMENT OF WORK

GENERAL DESCRIPTION:

Lory State Park
2013-2014 Fuels Reduction Project

Project Description:

Purpose:

The primary goal is to reduce fuel loadings and improve forest health within a ponderosa pine forest.

This project has 3 primary objectives:

- Reduce fuel loading to mitigate the effects of high severity wildfire.
- Protect visitor safety.
- Improve park aesthetics and forest resistance to insects and disease.

Project Location:

Lory State Park is located in Larimer County. The Park lies along the Front Range of the Rocky Mountains and is approximately 7 miles west of Fort Collins, Colorado. The project is located in portions of Section 24 of Township 7 North, Range 70 West.

General Description of Work:

A mandatory site inspection is required for this project. Work involves fuels reduction and forest health improvement via hand thinning. Mechanical mulching and/or chipping will be utilized where terrain and access allows. Work will be guided by the general prescription guidelines listed below and as further described during the mandatory site inspection of the project.

Existing Conditions:

The treatment area consists of 2 units totaling 129 acres.

- The treatment area is located on the southern boundary of Lory State Park and along the southern trails within Lory State Park. The units are adjacent to previously treated areas.
- In general, the treatment area can be characterized as a ponderosa pine forest. Stand density and composition varies throughout.
- Mountain pine beetle and dwarf mistletoe are prevalent within the treatment area. Patches of standing dead timber due to mountain pine beetle infestation is widespread. Active infestation is present. Beetle levels are endemic. Dwarf mistletoe infection is high.
- The area is characterized by steep terrain and rocky outcroppings.
- Access to the treatment unit is via existing park roads and trails.

Unit Description:

- Unit FH-12 is 84 acres.

- The southern portions of the project area, along the Lory State Park and Horsetooth Mountain Open Space boundary, tend to be more widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Fingers of dense ponderosa (60% + canopy closure) are interspersed within this area.
- Douglas-fir dominates the more north-facing slopes and along drainages.
- Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
- Access to the unit is via the Parks existing trail system. The Howard trail runs near the northern boundary of Unit FH-12. This provides good access into the unit via ATV or UTV.
- Unit T-1 is 45 acres.
- The unit runs along several trails in Lory State Park and is ranges from 100-500 feet in width centered mostly along the trails.
- Unit T-1 encompasses the Howard Trail and connection to Horsetooth Mountain Open Space. Densities vary throughout the unit from very open stands (less than 30% canopy closure) of ponderosa pine along the lower portions of the trail to thick stands (60% + canopy closure) of ponderosa pine and Douglas-fir along the upper portion of the trail closer to Arthur's Rock. Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
- Access to the units is via the Parks existing trail system and back-country service road.

Unit Prescription:

In general, the units will need to be treated by hand. Treatment consists of the harvest and disposal of both live and dead trees.

- Unit FH-12 and T-1- the units will be thinned in order to reduce ladder fuels and fuel loadings and improve upon stand structure. Stems, slash and other woody debris will be removed, chipped, piled for burning and/or a combination of these methods. Lop and scatter will be permitted only in areas beyond 75 feet from trails and roads. In general, the following guidelines will be followed:
 - Patches of standing dead timber will be designated for removal (except where snag retention guidelines are applicable; refer to the snag description area below for retention guidelines).
 - ☐ Dead standing trees within 1.5 times tree height of any trails should be felled and treated to prescription.
 - Live, beetle-infested ponderosa pine will be targeted for removal.
 - ☐ Piling for burning will be acceptable only for materials 8 inches in diameter or smaller. Currently infested trees larger than 8 inches in diameter shall be cut into 8 foot lengths and left in open, sunny locations where possible.
 - In addition, the unit will be thinned to reduce ladder fuels and stand density. In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.
 - ☐ In general, trees will be thinned to leave an average spacing of at least 17' between boles. This spacing should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
 - ☐ Remove poor quality and suppressed trees of low vigor.
 - ☐ Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
 - ☐ Retain large trees (> 20 inch Diameter at Breast Height [DBH]) and trees with good form and vigor.
 - ☐ Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
 - ☐ Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems.

- ❑ Retain Rocky Mountain juniper, shrubs and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
- ❑ If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- Downed woody debris should be cut to remove braches and put the tree boles (greater than 8" diameter) closer to the ground, facilitating decomposition.
- ❑ Significant accumulations of downed woody debris should be chipped, piled for burning, or removed from site.
- All materials less than 8" DBH within 75 feet of any trail should be piled for burning or chipped. Materials greater than 8" DBH within 75 feet of trail corridors should be cut into 4 foot lengths and left on the ground at least 5 feet away from the trail corridor and situated to avoid rolling downslope.

Technique:

In both units, trees identified for removal will be cut using hand-felling techniques and mechanical harvesting if, and where, applicable.

- Harvesting and disposal operations will be done to minimize ground disturbance and damage to residual trees.
- Wherever practicable, Contractor will cut stumps to ground level. Where slope, rocks, or other features prohibit, then a maximum of 4" on the uphill side will be acceptable.
- Materials may be piled for burning.
- Materials that are piled for burning will include only limbs, slash and logs under 8 inches in diameter. Piles should be located on more even ground in openings, meadows or rock outcrops. All piles should be at least 5 feet award from adjacent tree trunks and trails and away from overhanging tree branches as well as downed logs on the ground.
- Piles will be constructed according to Larimer County recommendations outlined here. Pile construction will include piling branches and tops with butt ends toward the outside of the pile, and overlapping so as to form dense layers piled upon each other. Pile size should be approximately 8 feet across and 6 feet in height and materials should be kept as compact as possible.
- Chipping may be used for disposal of slash. Chipping will be broadcast away from roads, trails, and backcountry campsites. Chip depth will not exceed 4".
- Where pile burning and chipping are not possible, lop and scatter may be used for areas that are at least 75 feet away from trails or roads. Lop and scatter depth shall not exceed 10", and material will not be placed underneath or at the base of retention trees.
- Material should be spread out in the unit and not dragged to a consolidated area unless otherwise specified for pile and burn.

Snags:

Maintenance of wildlife snags for roosting provides habitat for raptors and other tree bound animals. Live trees with broken tops, dead tops, or mechanical damage are likely candidates to become wildlife trees. Criteria for selecting wildlife snags are as follows:

- Trees already with signs of bird/wildlife use (nests, holes, cavities, etc).
- Trees with dead or broken tops which are likely to develop heartrot.
- All wildlife snags should be at least 8" dbh and have their bark intact.
- Snags can range anywhere from 5 -10 per acre, but the size is more important in deciding if a tree should stay or go.
- One large snag per acre greater than 20" dbh for use by large woodpeckers and owls.
- Three medium sized snags between 10 and 20" dbh for use by smaller raptors, kestrels and also squirrels.

- One smaller snags per acre between 6 and 10" dbh for smaller birds such as chickadees and nuthatches.

Any snag within 1.5 tree length of the trails should be felled for visitor safety purposes. At least 5 snags should be left per acre with no more than 10 being retained. No new snags shall be created.

Marking:

The Contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the Contract Administrator. Demo areas are used as a guideline or gauge for the contractors to see the desired retention and shall be completed and approved by the Contract Administrator before work may begin on any unit.

- Boundary – When needed, unit boundaries will be delineated prior to the start of operations. All boundaries will be identified with blue flagging.
- Demo Areas – One demonstration area has been flagged for visualization purposes during the bid show. Work is required to start in the demonstration area.
- Access - Access points for ATV's, UTV's and other equipment will be shown during the bid show and coordinated with Lory State Park staff and will not be flagged. Chipper staging areas will be identified prior to the start of operations.

PROJECT IMPLEMENTATION:

Contract period & Operational Period:

- Contract period will run from upon approval to April 1, 2014.
- Daily Operational Period: Limited to Monday-Friday, Dawn to Dusk

Operation Restrictions:

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

Treatment Methods and Equipment

- The unit will be treated by a hand crew in combination with masticating or similar equipment if feasible.

Access:

- Access to the project area will be from park roads or trails. The Contractor shall provide locks for any gates necessary for access. Gates shall be locked at all times and locks must be placed in a manner that accommodates other locks in the chain.
- No equipment shall be parked on private roads at any time.
- All access roads and trails will be kept passable at all times. Any significant accumulations of mulch or material on the access roads and trails will be removed by the Contractor at the end of each day. No skid trails will be created on this project.
- Roads and other improvements will be repaired to the same condition as found prior to the start of work. This repair may include repairing or replacing drainage control features. Significant damage to existing roads or other improvements caused by the Contractor must be repaired by the Contractor as soon as possible. The Contract Administrator will determine if road repair is necessary.

Additional Performance Standards:

- Trail closures will be needed when equipment is in operation or when completing handwork near trails. The contractor will arrange trail closures with the Contract Administrator in coordination with the Park Manager.
- All non-merchantable material and slash must be chipped, piled for burning or fully removed from site. If chips are to remain on site, chips should be spread out to a maximum depth of 4". Chips are not allowed on the trails.
- Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by Contractor equipment will be less than eight inches deep. In areas where machines have used a path repeatedly, water-bars will be installed by the Contractor if the Contract Administrator deems necessary.
- Ephemeral drainage areas will not be used as primary travel routes and crossings will be minimized.
- Fuel, hydraulic fluid or other chemical spills will be reported to State Parks immediately. Soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall either be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor or left in place and mixed with an encapsulating product such as RamSorb I, depending on the amount of contamination.
- Boundary fences must not be damaged and chips or mastication debris must not be propelled onto adjoining private land. No woody material may be left on or piled up against boundary fences.
- Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10 pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
- Neither trash nor litter will be left by the Contractor anywhere on the Park, access route, or vicinity. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
- It is the responsibility of the Contractor to follow all rules and regulations established for Lory State Park. Larry Butterfield of Colorado Parks and Wildlife is the manager for Lory State Park and can be contacted at (970) 493-1623. No dogs and no camping will be allowed on the site.
- All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.
- The work site should be left in a safe manner at the end of every work day, and the Contractor will take all reasonable precautions to prevent injury to the public. The following precautions are required:
 - All equipment will be safely stored at the end of every work day or when unattended. Ignition keys will be removed from machinery and removed from the site. The hitch of all chippers or other towed vehicles will be closed and locked at the end of every work day or when unattended.
 - All vehicles, chippers, or other towed vehicles will be safely parked on level ground with the wheels blocked and locked at the end of each work day or when unattended.
 - Chainsaws, gasoline and oil will be locked inside a vehicle or secured in a locked metal box at the end of each work day or when unattended.
 - Safety of Park staff and visitors will be paramount; the contractor will exercise due caution staff at all times. The contractor will take the following precautions on a daily basis:
 - At the beginning of each work day, the contractor will inform an official of the Park, designated by the Park Manager, where work will be taking place on that day. In the event the Park contact shall not be present on any given day, it shall be the duty of the Park Manager to designate an alternate person as the contact.
 - When working within 100 feet of any trail, the contractor shall post signs closing the trail at least 100 feet in advance of the work area on each direction of travel. Such signs shall have a minimum dimension of one foot by one foot.

Performance Bond and Damage Deposit:

A Performance Bond in the amount of \$10,000 shall be deposited by the PURCHASER upon signing of this agreement. The bond shall be in the form of cash, certified check or a certified bond from a qualified bonding company. The performance bond shall be used, in part or in full for non-performance of any of the terms or conditions of this Independent Services Contract and/or to correct deficiency in any work not completed to agreement specifications. The bond may be used to cover expenses incurred by the Colorado State Forest Service to complete contract obligations, including re-bidding the entire project if necessary.

A Damage Deposit in the amount of \$2,000.00 shall be deposited by the PURCHASER upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$1,000.00, it shall be brought back to the original full amount through additional payments by Contractor.

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

ENVIRONMENTAL & OTHER ISSUES:

Weed prevention / Rehabilitation / Reclamation:

- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. A CSFS representative must be present to inspect vehicles and machinery before they are brought onto the project site. Machine operations should avoid driving through weed areas. No major reseeding effort is expected to be necessary for this project; however reseeding may be required if the Contractor uses equipment off-road and exposes excessive amounts of bare soil. The requirement for such reseeding will be the decision of the Contract Administrator in coordination with Park Resource Staff. Activities that would warrant reseeding (such as the creation of a secondary access road) must be cleared through the Contract Administrator prior to construction. All seed mixes, straw, hay materials used in revegetation must meet Colorado Weed-Free specifications. Any and all reseeding will be done at an appropriate time of year.

Sensitive Areas to Avoid:

- Use caution to not drive equipment into any ephemeral stream or drainage.
- Use caution to not damage areas near trails.
- Use cautions to not damage property boundary fence or propel chips and debris onto private land.

Archeological/Cultural Resources Considerations

The project area avoids all sites that have been deemed eligible for the National Federal Register of Historic Places and are therefore not considered to be at significant risk by the forest management activities. If unidentified cultural resources are discovered during project activities, work must be halted by the Contractor until the resources have been evaluated in terms of Federal Register criteria, 36 CFR 60.4, in consultation with the Colorado Historical Society.

Endangered Species Considerations

The Contractor is required to comply with all Endangered Species Act (ESA) and other relevant state and federal species protection laws or regulations.

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PRICE, COST AND PAYMENT PROVISIONS

Contractor may be paid in one lump sum at the the completion of the entire project or partial payments made at the completion of each unit described in Exhibit A.

PAYMENT PROVISIONS.

- i. ☒ [Fixed Price] The contract price is \$59,184.00. Payments shall be made as follows:

DATE, EVENT or DELIVERABLE	AMOUNT PAYABLE
Completion of 26 acres	11,928.54
Completion of 26 acres	11,928.54
Completion of 26 acres	11,928.54
Completion of 26 acres	11,928.54
Completion of 25 acres	11,469.84

- ii. ☐ Time and material/hourly labor contracts. (Optional—check here if required) The University shall pay the Contractor at the rate of \$_____ per hour for labor, plus cost of materials, with total charges not to exceed a ceiling price of \$enter dollar amount. The Contractor shall successfully complete the contracted services in accordance with contract requirements within the ceiling price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the 10th day of the month. Payments will be made within 30 days after invoice.

- iii. ☐ Cost reimbursement. (Optional—check here if required) The University shall reimburse the Contractor's actual, reasonable, and allowable costs, as defined herein, not exceeding \$enter dollar amount. The Contractor shall submit invoices monthly no later than the 10th day of the month. Payments will be made within 30 days after invoice.

ACCOUNTING AND PAYMENT:

A. Incorrect payments. Incorrect payments by the University to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract or other contracts between the University and the Contractor.

B. Invoices / Payments.

- i. Invoices shall be sent to: Colorado State Forest Service, Fort Collins District, 5060 Campus Delivery, Fort Collins, CO 80523-5060, phone: 970-491-8660

- ii. Payments shall be sent to: P&A Tree Service, P.O. Box 403, Alma, CO 80420, phone: 970-406-0228

C. Maximum Amount Payable. Unless otherwise provided by a signed Amendment, the maximum amount payable by the University to Contractor during each University fiscal year of this Contract shall be:

\$ _____ in FY _____

\$	in FY
\$	in FY
\$	in FY
\$	in FY

D. Inclusions. Except as otherwise set forth in this exhibit, the above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.

**EXHIBIT C TO INDEPENDENT SERVICES CONTRACT
FEDERAL FUNDS ADDENDUM**

Should federal funds be used for payment by University under the Contract, the following provisions shall be deemed incorporated and made a part of the Contract:

1. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, “Equal Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. Copeland “Anti-Kickback” Act (18 U.S.C 874 and 40 U.S.C 276c) (*Applicable to contracts in excess of \$2000 for construction or repair*) – Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the University.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (*Applicable to construction contracts of more than \$2000*) – Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the University.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (*Applicable to construction contracts of more than \$2000 and other contracts involving the employment of mechanics or laborers in excess of \$2500*) – Contractor must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act 942 U.S.C 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended (*Applicable to Contracts and sub-grants of amounts greater than \$100,000*) – Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251 et seq.). Violations shall be reported to the University and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the University.

8. Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the general Services Administration’s List of Parties Excluded from Federal Procurement of Nonprocurement Programs in accordance with E.O.s 125449 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Combating Trafficking in Persons (22 U.S.C. 7101) – The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this Contract, Contractor shall ensure that its employees do not violate this policy. Should University become aware that Contractor has violated this policy, University may terminate the contract for breach in accordance with the termination clause herein.

EXHIBIT D TO INDEPENDENT SERVICES CONTRACT
CONTRACTOR DISCLOSURE STATEMENT
Contract Performance Outside the United States or Colorado

If services provided under this Contract are to be performed outside the State of Colorado or the United States, this Statement must be completed and signed by Contractor.

1. Are any services under the contract or any subcontracts anticipated to be performed outside the United States or Colorado?

Yes ☐

No ☒

If "Yes", please complete the following three questions:

2. Where will the services be performed under the contract, including any subcontracts?
List country(ies) and/or state(s).

Colorado

3. Explain why it is necessary or advantageous to go outside of the United States or the State of Colorado to perform the contract or any subcontracts.

N/A

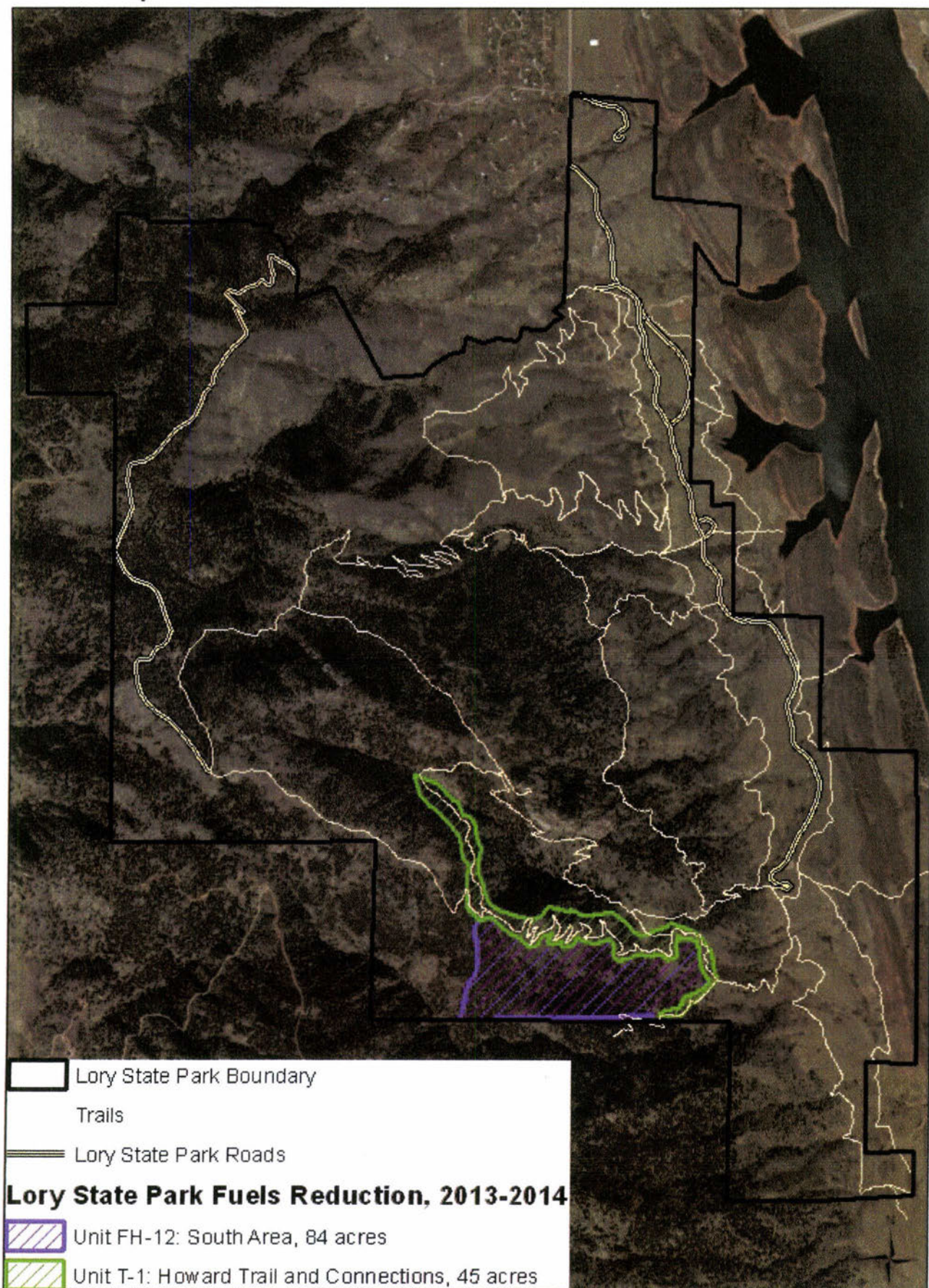
4. Contractor Name: _____
Signature: _____
Date: _____

Not required for contracts to which the State is a party under:

- Medicare
- The "Colorado Medical Assistance Act", Articles 4 to 6 of Title 25.5 CRS
- The "Children's Basic Health Plan Act", Article 8 of Title 25.5, CRS
- The "Colorado Indigent Care Program", Part I of Article 4 of Title 25.5, CRS



Lory State Park Fuels Reduction 2013-2014



Map created by Colorado State Forest Service
Fort Collins District Office
August 2013

0 0.2 0.4 0.8 1.2 Miles

F. H. H.



PROCUREMENT SERVICES
555 S. Howes Street
FORT COLLINS, CO 80523-6010

DATE

09/23/13

DOCUMENTED QUOTE

QUOTE NUMBER

D710033

RESPONSE DUE BY:

DATE 10/2/13

TIME 4:00pm

EXPECTED DELIVERY DATE:

Project to be completed April 1, 2014

PURCHASING CONTACT / PHONE:

Greg Draughon (970) 491-6343

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
E
N
D
O
R

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	129	Acres	Lory State Park is located in Larimer County. The Park lies along the Front Range of the Rocky Mountains and is approximately 7 miles west of Fort Collins, Colorado. The project is located in portions of Section 24 of Township 7 North, Range 70 West. Work involves fuels reduction and forest health improvement via hand thinning. Mechanical mulching and/or chipping will be utilized where terrain and access allows. Work will be guided by the general prescription guidelines listed below and as further described during the mandatory site inspection of the project.		
	2	Units			
			A Mandatory Site Visit will be held on: Wednesday 9/25/13 at 10:00am See Site Visit page for map and directions.		
			Fax Responses to: 970 491-5523 Or Email to: greg.draughon@colostate.edu By: 10/2/13 4:00pm MST		

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED.

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS	PRINTED/TYPED NAME OF SIGNER	TELEPHONE NUMBER
	SUPPLIER'S DATE OF DELIVERY	AUTHORIZED SIGNATURE (REQUIRED)	TITLE
	F.E.I.N. #	EMAIL ADDRESS	

**Colorado State University
And
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 Bid. Rather, a final decision will be made only after a full analysis of all bid responses.
2. Modifications to this Bid or answers to any written inquiries will be posted on the State of Colorado BIDS website at <https://BidsColorado.com>. Bidders shall not rely upon any other interpretations, changes or corrections.
3. **STANDARD CONTRACT:** The successful bidder will enter into a contract with Colorado State University. **A sample Independent Services Contract is attached to this Invitation for Bid 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.** Failure or refusal to execute the Contract shall be cause for immediate cancellation of the award. The terms of the accepted quote 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 Contract must be made by written amendment to the Independent Services Contract.
4. **PERFORMANCE BOND:** The Contractor will be required to furnish a Performance Bond executed by a corporate Surety authorized to do business in the State of Colorado and in the full amount of the Contract sum or amount indicated. The expense of this bond shall be borne by the Contractor and the bond shall be filed with Colorado State University. **A sample Bid Bond, State Form SC-6.22, is attached to this Bid.** If, at any time, the Surety on such a bond is found to be, or ceases to be in strict compliance with any qualification requirements of the Contract or the bid documents, or loses its right to do business in the State of Colorado, another Surety will be required, which the Contractor will furnish to Colorado State University within ten (10) days after receipt of notice from Colorado State University or after the Contractor otherwise become aware of such conditions.
5. **ASSIGNMENT OR SUBCONTRACT:** Any proposed assignment or subcontracting of any Bidder's obligations under the Independent Services Contract must be stated in the bid response and must be approved in writing by Colorado State University prior to award.
6. **EXCEPTIONS:** Any and all exceptions to the terms and conditions set forth herein shall be clearly stated in the Bidder's response on a separate page or pages marked "Exceptions". All terms, conditions and specifications/scope of work contained in this 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.
7. **SPECIFICATIONS REQUIREMENTS:** Bid responses must meet or exceed ALL specifications contained herein. Evaluation of the extent to which bids meet specifications will be performed SOLELY by and determined SOLELY by the Colorado State Forest Service and the Colorado State University Purchasing Department.
8. Colorado State University reserves the right to reject any or all bid responses.
9. **INSURANCE:** Colorado State University standard insurance requirements are identified in the attached Independent Services Contract. The successful bidder must provide certificates of insurance substantiating insurance coverage and naming **"The State of Colorado, and Colorado State University"** (exact wording) as additional named insured on both the Commercial General Liability and Automobile Liability Insurance policies.
10. **A site inspection is mandatory and all eligible vendors must attend this inspection in order to submit a response. Details for the site inspection including directions are listed under Site Inspection and Directions section of this Bid.**
11. All questions pertaining to this solicitation must be sent to:

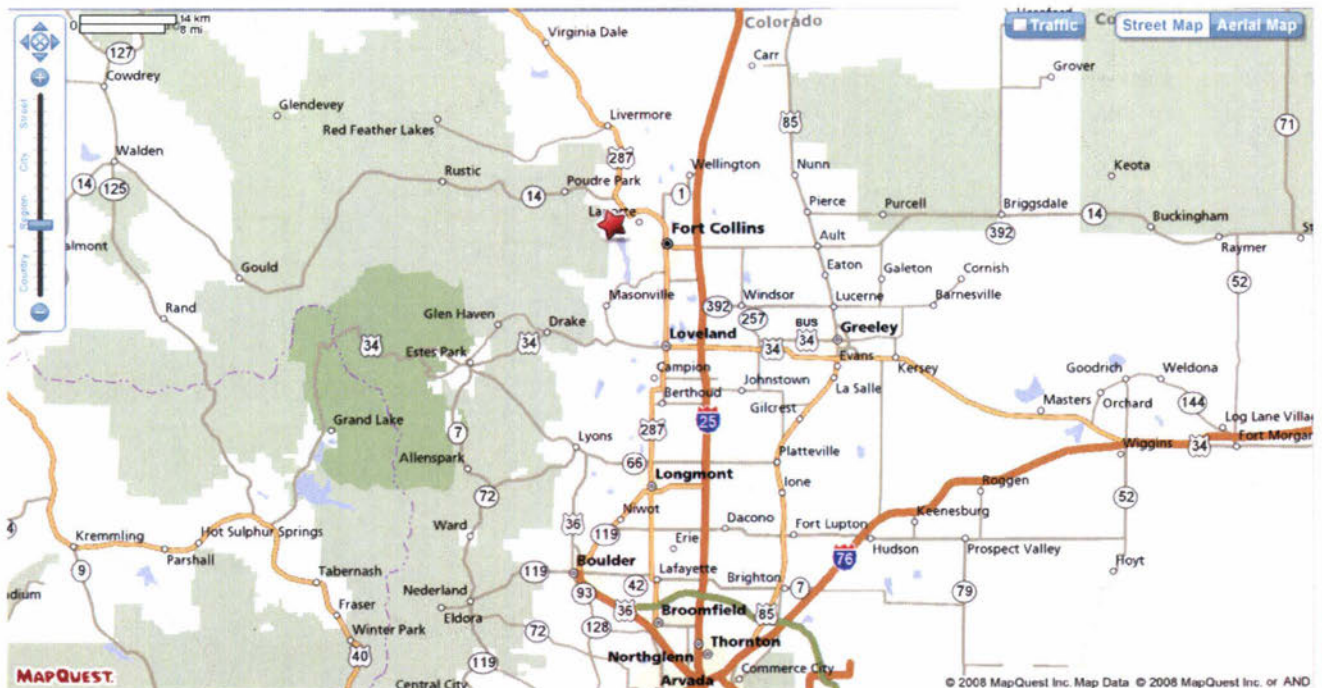
Colorado State University
Purchasing Department
555 S. Howes Street
6010 Campus Delivery
Attn: Greg Draughon
Fort Collins CO 80523-6010
Greg.Draughon@ColoState.edu

Lory State Park- 2013-2014 Fuels Reduction Project

Site Inspection and Directions

Mandatory Site Inspection: A tour of the project area is scheduled for Wednesday, **September 25, 2013 at 10:00 am.** Meet at the Visitor Center parking lot at Lory State Park, 708 Bellvue, Colorado, 80512. Lory State Park is located west of Fort Collins in central Larimer County, Colorado. No alternate times will be offered. Please bring water and sturdy shoes and plan to spend a few hours hiking in order to see the project area.

Coming from Denver: Head north on I-25 to Fort Collins. Take exit 269 B heading west on CO-14/Mulberry toward Fort Collins. Turn right at Riverside Ave. Turn right at US 287 north to County Road 54G (LaPorte). Go through the town of LaPorte and turn left onto County Road 52E. Turn left again at County Road 23N, go 1.4 miles and take a right on County Road 25G. Drive another 1.6 miles to the park entrance.



All bidders must submit the following information:

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

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

Lory State Park- 2013-2014 Fuels Reduction Project
COST and INFORMATION PAGE

All bidders must submit the following information:

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

Costs/Bids for Unit Prescriptions and Requirements

Lory State Park- 2013-2014 Lory Fuels Reduction Project (129 acres)

Total Price: \$ _____

Cost/Acre: \$ _____

- Unit FH-12 (84 acres):

Cost/Acre: \$ _____

Unit Price: \$ _____

- Unit T-1 (45 acres):

Cost/Acre: \$ _____

Unit Price: \$ _____

EQUIPMENT TO BE USED

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

TIMING - CSFS has specified when the contractor could begin work and duration with an end date during the site inspection. Please allow up to 4-6 weeks to allow time to complete the contract signature and Purchase Order issuance process. Please refer to the scope of work for special circumstances.

Estimated Start Date: _____

Estimated End Date: _____

PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining past examples of work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Name of Insurance Broker/Agent Street Address City, State Zip	CONTACT NAME: Name PHONE (A/C, No, Ext): # FAX (A/C, No): # E-MAIL: Email Address ADDRESS: Email Address PRODUCER CUSTOMER ID #: # INSURER(S) AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: " " INSURER D: " " INSURER E: INSURER F:
INSURED Named Insured (Primary) dba Name Street Address City, State Zip	NAIC #

COVERAGES

CERTIFICATE NUMBER: #

REVISION NUMBER: #

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PROVIDE POLICY # HERE	01/01/2011	12/31/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COMPI/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					\$
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC			
B	AUTOMOBILE LIABILITY		PROVIDE POLICY # HERE	01/01/2011	12/31/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO	<input checked="" type="checkbox"/>				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE	<input type="checkbox"/>			AGGREGATE \$
	DEDUCTIBLE		<input type="checkbox"/>			\$
	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		PROVIDE POLICY # HERE	01/01/2011	12/31/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER CO State Statute
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/> N/A <input type="checkbox"/>				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Board of Governors of the Colorado State University System, acting by and through CSU, shall be named as Additional Insured on the Commercial General Liability AND Automobile Liability Insurance policies.

CERTIFICATE HOLDER**CANCELLATION**

Colorado State University
Purchasing Department
555 South Howes Street
Fort Collins, CO 80523-6010

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988- 2009 ACORD CORPORATION. All rights reserved.

INDEPENDENT SERVICES CONTRACT

I. PARTIES

The Parties to this Contract are: the Board of Governors of the Colorado State University System, acting by and through Colorado State University, a body corporate and an institution of higher education of the state of Colorado, for the use and benefit of Colorado State Forest Service, Fort Collins District (hereinafter called the "University" or "CSU"); and Insert Contractor's Name (hereinafter called "Contractor"), a [Select One] existing under the laws of the state of Insert State (collectively, the "Parties").

II. RECITALS

WHEREAS, authority to enter into this Contract arises from CRS Sec.23-30-102, 23-30-120, and 23-31-101, *et seq.*; funds have been budgeted, appropriated and otherwise made available; and a sufficient unencumbered balance thereof remains available for payment of this Contract in fund number 5322890, 5366430, 5301960, and 1929400; and

WHEREAS, the Contractor was selected pursuant to Documented Quote number D710033.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree to all recitals, terms, conditions and provisions contained herein.

III. TERM

Effective Date:

This Contract shall commence on the Effective Date, which shall be the later of the date that it is signed by the Colorado State University Controller or the Controller's authorized delegate or Insert Date or N/A. This Contract shall not be effective or enforceable and the University shall not be liable to pay the Contractor for performance hereunder until it is approved and signed by the Colorado State University Controller or authorized designee. The Contractor shall not begin work before receiving a fully executed Contract and instructions to proceed.

Initial Term:

The Initial Term of this Contract shall commence on the Effective Date and shall terminate on April 1 2014, unless sooner terminated or further extended as specified elsewhere herein.

Option to Extend:

☒ By Mutual Agreement: The Parties may, upon mutual written agreement, extend this Contract for an additional term of 5 months, August 1, 2014 through December 31, 2014. Blackout dates for work would be April 1, 2014 through July 31, 2014. (the "Renewal Term").

☐ Automatic Renewal: Upon expiration of the Initial Term this Contract shall automatically renew for Insert number and length of renewal terms.

The total duration of this Contract, including any Renewal Term(s), shall not exceed Insert time period--max. 5 years

IV. PURPOSE/SCOPE OF WORK

Purpose:

The purpose of this Contract is cutting trees to reduce fuel loading.

Scope of Work:

Contractor shall complete its obligations as described in the Scope of Work attached hereto as **Exhibit A** on or before the end of the Initial Term or such other date(s) for completion of the Scope of Work or portions of the Scope of Work as may be specified in **Exhibit A**. Contractor shall procure goods and services necessary to complete the Scope of Work. Such procurement shall be accomplished using the contract funds paid hereunder and shall not increase the maximum amount payable by the University unless otherwise specifically authorized in the Scope of Work.

V. PAYMENT TERMS

☒ This is a fixed-price contract.

Payment for all services performed by Contractor under this Contract shall be in the fixed sum of \$[enter dollar amount] payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in **Exhibit B**, which, if applicable, is attached hereto and incorporated by this reference.

☐ This is not a fixed price contract.

The price is to be determined according to time and materials or other method of calculation as more fully described in **Exhibit B**, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed \$[enter dollar amount] and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.

☐ Advance Payments: (only applicable if checked) Any advance payments required under this Contract shall only be allowed if specially authorized by the Colorado State University Controller or delegate in compliance with the Colorado State University System Fiscal Rules.

Advance Payment Approval: the undersigned represents that he or she is duly authorized to approve the advance payment to Contractor as required under this Contract, in the amount of \$[enter dollar amount] and that an adequate basis for approval exists pursuant to Colorado State University System Fiscal Rule 2.1, and, if applicable, the delegate's specific written delegation conditions.

By: _____

Name: _____

Date: _____

VI. REPRESENTATIVES AND NOTICES

The individuals identified below are the designated representatives of the Parties. All notices required to be given hereunder shall be hand delivered with receipt required OR sent by certified

or registered mail to such Party's designated representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent via (i) e-mail to the e-mail addresses, or (ii) fax to the Party's fax number, if any, set forth below. Either Party may from time to time designate substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt. A fax notice is invalid unless the Party sending the fax receives written confirmation of its receipt from the receiving Party (not merely a confirmation of transmission from the faxing Party's own machine).

<p>UNIVERSITY: Joseph Duda Colorado State Forest Service 5060 Campus Delivery Colorado State University Fort Collins, CO 80523-5060 E-mail: jduda@lamar.colostate.edu Telephone: 970-491-7546 Fax: 970-491-3445</p> <p>With a copy to: Director, Contracting Services 6010 Campus Delivery Colorado State University Fort Collins, CO 80523-6010 Email: contracts@colostate.edu Tel: 970-491-6166 Fax: 970-491-5523</p>	<p>CONTRACTOR: Name and Title of Person Department Address 1 Address 2 City, State Zip E-mail: Email Telephone: Telephone# Fax: Fax #</p>
---	--

☐ This is an International Agreement: (only applicable if checked)

International agreements with foreign vendors/contractors require approval by the CSU Export Control Office located within the Office of Sponsored Programs. The undersigned represents that he or she is duly authorized to approve export control measures on behalf of the University.

By: _____

**Signature*

Name: _____

Title: _____

Date: _____

VII. EXHIBITS

If checked, the following exhibits are attached and hereby made a part of this Contract:

- ☒ **Exhibit A:** Statement of Work
- ☒ **Exhibit B:** Price, Cost and Payment Provisions
- ☒ **Exhibit C:** Federal Funds Addendum

☒ **Exhibit D:** Contractor Disclosure Statement

☒ **Other (Please specify):** Maps _____

VIII. GENERAL TERMS AND CONDITIONS

(1) Independent Contractor: Contractor, and all persons employed or engaged by Contractor to perform under the attached Scope of Work, shall perform as an independent contractor and not an employee or agent of the University. The means and methods of performance are to be determined by the Contractor in order to achieve the results required under the Statement of Work. Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the University to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

(2) Inspection/Monitoring: The University reserves the right to inspect Contractor's performance at all reasonable times and places during the term of this Contract, including any extensions or renewals. If Contractor's performance fails to conform to the requirements of this Contract, the University may require Contractor promptly to come into conformance at Contractor's sole expense. If Contractor's performance cannot be brought into conformance by such corrective measures, the University may exercise any or all of the remedies available under this Contract, at law or in equity. Contractor shall permit the University, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure.

(3) Late Payments/Interest: The University shall pay each invoice within 30 days of receipt thereof, for the work performed by Contractor and accepted by the University. If the University contests any amount invoiced, it shall pay the uncontested amount and provide a written statement of the reason(s) for withholding the remaining amount together with such partial payment. Uncontested amounts not paid by the University within 45 days after due date shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one (1.0%) percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the University separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid, and the interest rate.

(4) Fund Availability: Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If federal funds are used to fund this Contract, in whole or in part, the University's performance hereunder is contingent upon the continuing availability of such funds

and **Exhibit C** attached hereto is incorporated herein by this reference. If such funds are not appropriated, or otherwise become unavailable, the University may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof and shall remit payment to the Contractor for its performance prior to termination. If the amount due cannot readily be determined from the Contract, then the amount shall be calculated on a pro rata basis according to the percentage of the entire Scope of the Work that was completed and accepted by University.

(5) Contractor Records: Contractor shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance hereunder. Contractor shall maintain such records for a period of at least three years until the last to occur of: (i) the date this Contract expires or is sooner terminated, (ii) final payment is made hereunder, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period"). Contractor shall permit the University (and, if federal funds are used in the payment of this Contract, the federal government), and any duly authorized agent of either, to audit and inspect Contractor's records during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder.

(6) Confidential Information: Confidential Information (or "CI") as used in this Contract, shall include any and all documents, materials, data or information disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") that (i) is clearly identified as CI at the time of disclosure, or (ii) the Recipient knows to be CI of the Disclosing Party. CI shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Contract; or was in the possession of the Recipient at the time of disclosure. CI shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS Sec.24-72-101, et seq. ("CORA"). The Parties shall keep all CI secret at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for CI shall be immediately forwarded to the Disclosing Party's designated representative. If disclosure of the CI is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action, but shall always have the right to proceed as it believes, in its sole discretion and judgment, to be required in accordance with the law.

(7) Licenses, Permits and Other Authorizations: Contractor represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain a business registration with the Colorado Secretary of State and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms

of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.

(8) Insurance:

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

1) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the University a certificate or other document satisfactory to the University showing compliance with this provision. Notwithstanding this subsection A, if the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the Contractor shall at all times during the term of this Contract maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the Contractor shall show proof of such insurance satisfactory to the University.

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

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

5) (only if checked ☐) Crime/Employee Dishonesty insurance with minimum limits of liability of not less than \$1,000,000.

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

C. Contractor shall notify University at least 45 days prior to cancellation or non-renewal of the required insurance coverage.

D. The Contractor will require all insurance policies in any way related to the Contract and secured and maintained by the Contractor to include clauses stating that each

carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

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

F. Upon written request, the Contractor shall, within ten (10) days, provide to the University certificates showing insurance coverage required by this Contract. If requested by University, no later than 15 days prior to the expiration date of any such coverage, the Contractor shall deliver to the University certificates of insurance evidencing renewals thereof. At any time during the term of this Contract, the University may request in writing, and the Contractor shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G. Self-insurance programs do not meet the State's or the University's insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified herein, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker's compensation.

(9) Default: The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes an event of default. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute an event of default. In the event of a default, notice shall be given in writing by the non-defaulting Party to the defaulting Party. If such default is not cured within 30 days of receipt of written notice, or if a cure cannot reasonably be expected to be completed within 30 days, or if cure has not begun within 30 days and pursued with due diligence, then the defaulting Party shall be in breach of this Contract, and the non-defaulting Party may exercise any of the remedies set forth below. Notwithstanding anything to the contrary herein, the University, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate and/or irreparable harm.

(10) Remedies for Default - Termination: The University may terminate this Contract in whole or in part. Exercise by the University of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any and may incur obligations as are necessary to do so within this Contract's terms. To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the University has an interest. All materials owned by the University in the possession of Contractor shall be immediately returned to the University. Any completed deliverables, at the option of the University, shall be delivered by Contractor to the University and shall become the University's property. The University shall remunerate Contractor only for accepted performance up to the date of termination.

Notwithstanding any other remedial action by the University, Contractor shall remain liable to the University for any damages sustained by the University by virtue of any default under this Contract by Contractor and the University may withhold any payment to Contractor for the purpose of mitigating the University's damages, until such time as the exact amount of damages due to the University from Contractor is determined. Contractor shall be liable for excess costs incurred by the University in procuring from third parties replacement goods and services as cover.

(11) Remedies for Default – Not Involving Termination: The University, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

A) Suspend Contractor's performance with respect to all or any portion of this Contract pending necessary corrective action as specified by the University without entitling Contractor to an adjustment in price/cost or performance schedule. Contractor shall promptly cease performance and incurring costs in accordance with the University's directive and the University shall not be liable for costs incurred by Contractor after the suspension of performance under this provision.

B) Withhold payment to Contractor until corrections in Contractor's performance are satisfactorily made and completed.

C) Deny payment for those obligations not performed, that due to Contractor's actions or inactions, cannot be performed or, if performed, would be of no value to the University; provided, that any denial of payment shall be reasonably related to the value to the University of the obligations not performed.

D) Notwithstanding any other provision herein, the University may demand immediate removal of any of Contractor's employees, agents, or subcontractors whom the University deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Contract is deemed to be contrary to the public interest or the University's best interest.

(12) Intellectual Property Infringement: If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the University's option (i) obtain for the University or Contractor the right to use such products and services; (ii) replace any goods, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (iii) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid thereof to the University.

(13) Termination for Convenience: The University is entering into this Contract for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and/or Courts and by the Board of Governors of the Colorado State University System, acting by and through its authorized representatives for the University. If, in the sole discretion and judgment of the University, this Contract ceases to further the public policy of the State, the University may terminate this Contract in whole or in part upon not less than 30 days written notice. Exercise by the University of this right shall not constitute a breach of the University's obligations hereunder.

(14) Work Product/Rights in Data, Documents and Computer Software: Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models,

materials, or deliverables of any type, including drafts, prepared by Contractor in the performance of its obligations under this Contract ("Work Product") shall be the exclusive property of the University and all Work Product shall be delivered to the University by Contractor upon completion or termination hereof. The University's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the University.

(15) University Liability/Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the University, its departments, Board, officials, and employees is at all times herein strictly controlled and limited by the provisions of the CGIA, as now and hereafter amended. Nothing in this Contract shall be deemed or applied as a waiver of such immunities. In no event will the University or the State of Colorado be liable for any special, indirect, or consequential damages, even if the University or the State has been advised of the possibility thereof. As an institution of the State of Colorado, the University is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Contract shall be null and void.

(16) Contractor Indemnification: Contractor shall indemnify, save, and hold harmless the State of Colorado, the University, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract. If Contractor is a public entity, then provisions hereof shall be applicable to the extent authorized by law, and not construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS Sec.24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

(17) Assignment and Subcontracts: Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the University. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by Contractor or the University are subject to all of the provisions hereof including insurance requirements. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the University or its designated representative upon request by the University. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

(18) Complete Agreement: This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and permitted assigns. The captions

and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(19) Amendments: Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado state laws, regulations and Colorado State University System Fiscal Rules. This Contract is subject to such modifications as may be required by changes in federal or Colorado state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Contract on the effective date of such change, as if fully set forth herein.

(20) Severability/Waiver: Provided this Contract can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Contract in accordance with its intent. Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(21) Choice of Law, Venue and Jurisdiction: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado District Court, and exclusive venue shall be in the County of Larimer. The University does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

(22) Third Party Beneficiaries: Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

(23) Software Piracy Prohibition (Governor's Executive Order D 002 00): University or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the University determines that Contractor is in violation of this provision, the University may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

(24) Employee Financial Interest (CRS 24-18-201; 24-50-507): The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in

the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

(25) Vendor Offset (CRS. 24-30-201(1); 24-30-202.4: *(Not applicable to intergovernmental agreements.)* Subject to CRS Sec.24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS Sec.39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(26) Public Contracts for Services (CRS 8-17.5-101): *(Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services.)* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Contract and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State program established pursuant to CRS Sec.8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS Sec.8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the University a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or CRS Sec.8-17.5-101 et seq., the University may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

(27) Work outside Colorado or United States (CRS 24-102-206): If Contractor anticipates that services under this Contract or any subcontract hereunder shall be performed outside the State of Colorado or outside of the United States, the Contract must complete the Contractor Disclosure Statement, **Exhibit D** attached hereto.

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

federal law, (b) shall comply with the provisions of CRS Sec.24-76.5-101 et seq., and (c) has produced one form of identification required by CRS Sec.24-76.5-103 prior to the effective date of this Contract.

(29) Signing Authority. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the University, Contractor shall provide the University with proof of Contractor's authority to enter into this Contract within 15 days of receiving such request. This Contract may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit A to Independent Services Contract Statement of Work

Lory State Park 2013-2014 Fuels Reduction Project

General Description:

Purpose:

The primary goal is to reduce fuel loadings and improve forest health within a ponderosa pine forest.

This project has 3 primary objectives:

- Reduce fuel loading to mitigate the effects of high severity wildfire.
- Protect visitor safety.
- Improve park aesthetics and forest resistance to insects and disease.

Project Location:

Lory State Park is located in Larimer County. The Park lies along the Front Range of the Rocky Mountains and is approximately 7 miles west of Fort Collins, Colorado. The project is located in portions of Section 24 of Township 7 North, Range 70 West.

General Description of Work:

A mandatory site inspection is required for this project. Work involves fuels reduction and forest health improvement via hand thinning. Mechanical mulching and/or chipping will be utilized where terrain and access allows. Work will be guided by the general prescription guidelines listed below and as further described during the mandatory site inspection of the project.

Existing Conditions:

The treatment area consists of 2 units totaling 129 acres.

- The treatment area is located on the southern boundary of Lory State Park and along the southern trails within Lory State Park. The units are adjacent to previously treated areas.
- In general, the treatment area can be characterized as a ponderosa pine forest. Stand density and composition varies throughout.
- Mountain pine beetle and dwarf mistletoe are prevalent within the treatment area. Patches of standing dead timber due to mountain pine beetle infestation is widespread. Active infestation is present. Beetle levels are endemic. Dwarf mistletoe infection is high.
- The area is characterized by steep terrain and rocky outcroppings.
- Access to the treatment unit is via existing park roads and trails.

Unit Description:

- **Unit FH-12 is 84 acres.**
 - The southern portions of the project area, along the Lory State Park and Horsetooth Mountain Open Space boundary, tend to be more widely spaced, open canopied ponderosa pine with a shrub and grass understory (Ponderosa Pine Woodland). Fingers of dense ponderosa (60% + canopy closure) are interspersed within this area.
 - Douglas-fir dominates the more north-facing slopes and along drainages.
 - Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
 - Access to the unit is via the Parks existing trail system. The Howard trail runs near the northern boundary of **Unit FH-12**. This provides good access into the unit via ATV or UTV.
- **Unit T-1 is 45 acres.**
 - The unit runs along several trails in Lory State Park and is ranges from 100-500 feet in width centered mostly along the trails.
 - Unit T-1 encompasses the Howard Trail and connection to Horsetooth Mountain Open Space. Densities vary throughout the unit from very open stands (less than 30% canopy closure) of ponderosa pine along the lower portions of the trail to thick stands (60% + canopy closure) of ponderosa pine and Douglas-fir along the upper portion of the trail closer to Arthur's Rock. Slopes vary throughout the unit, but for the most part are inoperable via machine, especially when paired with the preponderance of rocky outcroppings.
 - Access to the units is via the Parks existing trail system and back-country service road.

Unit Prescription:

In general, the units will need to be treated by hand. Treatment consists of the harvest and disposal of both live and dead trees.

- **Unit FH-12 and T-1-** the units will be thinned in order to reduce ladder fuels and fuel loadings and improve upon stand structure. Stems, slash and other woody debris will be removed, chipped, piled for burning and/or a combination of these methods. Lop and scatter will be permitted only in areas beyond 75 feet from trails and roads. In general, the following guidelines will be followed:
 - Patches of standing dead timber will be designated for removal (except where snag retention guidelines are applicable; refer to the snag description area below for retention guidelines).
 - Dead standing trees within 1.5 times tree height of any trails should be felled and treated to prescription.
 - Live, beetle-infested ponderosa pine will be targeted for removal.

- Piling for burning will be acceptable only for materials 8 inches in diameter or smaller. Currently infested trees larger than 8 inches in diameter shall be cut into 8 foot lengths and left in open, sunny locations where possible.
- In addition, the unit will be thinned to reduce ladder fuels and stand density. In denser ponderosa clumps, a diversity of age-classes will be maintained to promote an uneven-aged structure.
 - In general, trees will be thinned to leave an average spacing of at least 17' between boles. This spacing should be done to avoid a uniform tree farm look. In some areas, this may be better facilitated by spacing clumps of trees, rather than individuals.
 - Remove poor quality and suppressed trees of low vigor.
 - Retain/protect seedling and sapling size ponderosa pine that exhibit good form and vigor.
 - Retain large trees (> 20 inch Diameter at Breast Height [DBH]) and trees with good form and vigor.
 - Retain unusually formed or "character" trees and existing "old-growth" ponderosa pine where applicable.
 - Douglas-fir regeneration and saplings should be retained where possible but thinned to an average spacing of 5-10 feet between stems.
 - Retain Rocky Mountain juniper, shrubs and other species unless they are contributing to ladder fuels, providing excess fuel continuity or exhibiting insect or disease problems.
 - If ponderosa have Hawksworth dwarf mistletoe rating of 4 or greater, they should be felled and treated to prescription.
- Downed woody debris should be cut to remove braches and put the tree boles (greater than 8" diameter) closer to the ground, facilitating decomposition.
 - Significant accumulations of downed woody debris should be chipped, piled for burning, or removed from site.
- All materials less than 8" DBH within 75 feet of any trail should be piled for burning or chipped. Materials greater than 8" DBH within 75 feet of trail corridors should be cut into 4 foot lengths and left on the ground at least 5 feet away from the trail corridor and situated to avoid rolling downslope.

Technique:

In both units, trees identified for removal will be cut using hand-felling techniques and mechanical harvesting if, and where, applicable.

- Harvesting and disposal operations will be done to minimize ground disturbance and damage to residual trees.
- Wherever practicable, Contractor will cut stumps to ground level. Where slope, rocks, or other features prohibit, then a maximum of 4" on the uphill side will be acceptable.
- Materials may be piled for burning.
- Materials that are piled for burning will include only limbs, slash and logs under 8 inches in diameter. Piles should be located on more even ground in openings, meadows or rock

outcrops. All piles should be at least 5 feet away from adjacent tree trunks and trails and away from overhanging tree branches as well as downed logs on the ground.

- Piles will be constructed according to Larimer County recommendations outlined here. Pile construction will include piling branches and tops with butt ends toward the outside of the pile, and overlapping so as to form dense layers piled upon each other. Pile size should be approximately 8 feet across and 6 feet in height and materials should be kept as compact as possible.
- Chipping may be used for disposal of slash. Chipping will be broadcast away from roads, trails, and backcountry campsites. Chip depth will not exceed 4”.
- Where pile burning and chipping are not possible, lop and scatter may be used for areas that are at least 75 feet away from trails or roads. Lop and scatter depth shall not exceed 10”, and material will not be placed underneath or at the base of retention trees.
- Material should be spread out in the unit and not dragged to a consolidated area unless otherwise specified for pile and burn.

Snags:

Maintenance of wildlife snags for roosting provides habitat for raptors and other tree bound animals. Live trees with broken tops, dead tops, or mechanical damage are likely candidates to become wildlife trees. Criteria for selecting wildlife snags are as follows:

- Trees already with signs of bird/wildlife use (nests, holes, cavities, etc).
- Trees with dead or broken tops which are likely to develop heartrot.
- All wildlife snags should be at least 8” dbh and have their bark intact.
- Snags can range anywhere from 5 -10 per acre, but the size is more important in deciding if a tree should stay or go.
- One large snag per acre greater than 20” dbh for use by large woodpeckers and owls.
- Three medium sized snags between 10 and 20” dbh for use by smaller raptors, kestrels and also squirrels.
- One smaller snags per acre between 6 and 10” dbh for smaller birds such as chickadees and nuthatches.

Any snag within 1.5 tree length of the trails should be felled for visitor safety purposes. At least 5 snags should be left per acre with no more than 10 being retained. No new snags shall be created.

Marking:

The Contractor will determine which trees to remove based on the management prescription, unless otherwise specified by the Contract Administrator. Demo areas are used as a guideline or gauge for the contractors to see the desired retention and shall be completed and approved by the Contract Administrator before work may begin on any unit.

- Boundary – When needed, unit boundaries will be delineated prior to the start of operations. All boundaries will be identified with blue flagging.

- Demo Areas – One demonstration area has been flagged for visualization purposes during the bid show. Work is required to start in the demonstration area.
- Access - Access points for ATV's, UTV's and other equipment will be shown during the bid show and coordinated with Lory State Park staff and will not be flagged. Chipper staging areas will be identified prior to the start of operations.

PROJECT IMPLEMENTATION:

Contract period & Operational Period:

- Contract period will run from upon approval to April 1, 2014. There will be an option to extend 5 months, August 1, 2014 through December 31, 2014. Blackout dates for work would be April 1, 2014 through July 31, 2014.
- Daily Operational Period: Limited to Monday-Friday, Dawn to Dusk

Operation Restrictions:

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

Treatment Methods and Equipment

- The unit will be treated by a hand crew in combination with masticating or similar equipment if feasible.

Access:

- Access to the project area will be from park roads or trails. The Contractor shall provide locks for any gates necessary for access. Gates shall be locked at all times and locks must be placed in a manner that accommodates other locks in the chain.
- No equipment shall be parked on private roads at any time.
- All access roads and trails will be kept passable at all times. Any significant accumulations of mulch or material on the access roads and trails will be removed by the Contractor at the end of each day. No skid trails will be created on this project.
- Roads and other improvements will be repaired to the same condition as found prior to the start of work. This repair may include repairing or replacing drainage control features. Significant damage to existing roads or other improvements caused by the Contractor must be repaired by the Contractor as soon as possible. The Contract Administrator will determine if road repair is necessary.

Additional Performance Standards:

- Trail closures will be needed when equipment is in operation or when completing handwork near trails. The contractor will arrange trail closures with the Contract Administrator in coordination with the Park Manager.

- All non-merchantable material and slash must be chipped, piled for burning or fully removed from site. If chips are to remain on site, chips should be spread out to a maximum depth of 4". Chips are not allowed on the trails.
- Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by Contractor equipment will be less than eight inches deep. In areas where machines have used a path repeatedly, water-bars will be installed by the Contractor if the Contract Administrator deems necessary.
- Ephemeral drainage areas will not be used as primary travel routes and crossings will be minimized.
- Fuel, hydraulic fluid or other chemical spills will be reported to State Parks immediately. Soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall either be removed and placed in covered drums or other acceptable containers for proper disposal by the Contractor or left in place and mixed with an encapsulating product such as RamSorb I, depending on the amount of contamination.
- Boundary fences must not be damaged and chips or mastication debris must not be propelled onto adjoining private land. No woody material may be left on or piled up against boundary fences.
- Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10 pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
- Neither trash nor litter will be left by the Contractor anywhere on the Park, access route, or vicinity. Daily hauling of any trash generated by the Contractor is the Contractor's responsibility.
- It is the responsibility of the Contractor to follow all rules and regulations established for Lory State Park. Larry Butterfield of Colorado Parks and Wildlife is the manager for Lory State Park and can be contacted at (970) 493-1623. No dogs and no camping will be allowed on the site.
- All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.
- The work site should be left in a safe manner at the end of every work day, and the Contractor will take all reasonable precautions to prevent injury to the public. The following precautions are required:
 - All equipment will be safely stored at the end of every work day or when unattended. Ignition keys will be removed from machinery and removed from the site. The hitch of all chippers or other towed vehicles will be closed and locked at the end of every work day or when unattended.
 - All vehicles, chippers, or other towed vehicles will be safely parked on level ground with the wheels blocked and locked at the end of each work day or when unattended.
 - Chainsaws, gasoline and oil will be locked inside a vehicle or secured in a locked metal box at the end of each work day or when unattended.
- Safety of Park staff and visitors will be paramount; the contractor will exercise due caution staff at all times. The contractor will take the following precautions on a daily basis:
 - At the beginning of each work day, the contractor will inform an official of the Park, designated by the Park Manager, where work will be taking place on that day. In the

event the Park contact shall not be present on any given day, it shall be the duty of the Park Manager to designate an alternate person as the contact.

- When working within 100 feet of any trail, the contractor shall post signs closing the trail at least 100 feet in advance of the work area on each direction of travel. Such signs shall have a minimum dimension of one foot by one foot.

Performance Bond and Damage Deposit:

A Performance Bond in the amount of \$10,000 shall be deposited by the **PURCHASER** upon signing of this agreement. The bond shall be in the form of cash, certified check or a certified bond from a qualified bonding company. The performance bond shall be used, in part or in full for non-performance of any of the terms or conditions of this Independent Services Contract and/or to correct deficiency in any work not completed to agreement specifications. The bond may be used to cover expenses incurred by the Colorado State Forest Service to complete contract obligations, including re-bidding the entire project if necessary.

A Damage Deposit in the amount of \$2,000.00 shall be deposited by the **PURCHASER** upon signing of this contract. The deposit shall be in the form of cash or certified check. Any damage penalties and charges for damages to soils, improvements or other elements of the forest stand not repaired or corrected by the Contractor shall be deducted from the Damage Deposit. If at any time during the performance of this agreement the Damage Deposit balance falls below \$1,000.00, it shall be brought back to the original full amount through additional payments by Contractor.

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

ENVIRONMENTAL & OTHER ISSUES:

Weed prevention / Rehabilitation / Reclamation:

- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. A CSFS representative must be present to inspect vehicles and machinery before they are brought onto the project site. Machine operations should avoid driving through weed areas. No major reseeding effort is expected to be necessary for this project; however reseeding may be required if the Contractor uses equipment off-road and exposes excessive amounts of bare soil. The requirement for such reseeding will be the decision of the Contract Administrator in coordination with Park Resource Staff. Activities that would warrant reseeding (such as the creation of a secondary access road) must be cleared through the Contract Administrator prior to construction. All seed mixes, straw, hay materials used in revegetation must meet Colorado Weed-Free specifications. Any and all reseeding will be done at an appropriate time of year.

Sensitive Areas to Avoid:

- Use caution to not drive equipment into any ephemeral stream or drainage.
- Use caution to not damage areas near trails.

- Use cautions to not damage property boundary fence or propel chips and debris onto private land.

Archeological/Cultural Resources Considerations

The project area avoids all sites that have been deemed eligible for the National Federal Register of Historic Places and are therefore not considered to be at significant risk by the forest management activities. If unidentified cultural resources are discovered during project activities, work must be halted by the Contractor until the resources have been evaluated in terms of Federal Register criteria, 36 CFR 60.4, in consultation with the Colorado Historical Society.

Endangered Species Considerations

The Contractor is required to comply with all Endangered Species Act (ESA) and other relevant state and federal species protection laws or regulations.

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PRICE, COST AND PAYMENT PROVISIONS

Contractor may be paid in one lump sum at the completion of the entire project or partial payments made at the completion of each unit described in Exhibit A.

PAYMENT PROVISIONS.

- i. ☒ [Fixed Price] The contract price is \$enter dollar amount. Payments shall be made as follows:

DATE, EVENT or DELIVERABLE	AMOUNT PAYABLE
Completion of Project Per Scope of Work	

- ii. ☐ Time and material/hourly labor contracts. (Optional—check here if required) The University shall pay the Contractor at the rate of \$_____ per hour for labor, plus cost of materials, with total charges not to exceed a ceiling price of \$enter dollar amount. The Contractor shall successfully complete the contracted services in accordance with contract requirements within the ceiling price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the 10th day of the month. Payments will be made within 30 days after invoice.

- iii. ☐ Cost reimbursement. (Optional—check here if required) The University shall reimburse the Contractor's actual, reasonable, and allowable costs, as defined herein, not exceeding \$enter dollar amount. The Contractor shall submit invoices monthly no later than the 10th day of the month. Payments will be made within 30 days after invoice.

ACCOUNTING AND PAYMENT:

A. Incorrect payments. Incorrect payments by the University to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the Contractor by deduction from subsequent payments under this contract or other contracts between the University and the Contractor.

B. Invoices / Payments.

- i. Invoices shall be sent to: Colorado State Forest Service, Fort Collins District, 5060 Campus Delivery, Fort Collins, CO 80523-5060, phone: 970-491-8660.

- ii. Payments shall be sent to: Dept name, address, phone

C. Maximum Amount Payable. Unless otherwise provided by a signed Amendment, the maximum amount payable by the University to Contractor during each University fiscal year of this Contract shall be:

\$ _____ in FY _____

\$	in FY
\$	in FY
\$	in FY
\$	in FY

D. Inclusions. Except as otherwise set forth in this exhibit, the above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.

EXHIBIT C TO INDEPENDENT SERVICES CONTRACT FEDERAL FUNDS ADDENDUM

Should federal funds be used for payment by University under the Contract, the following provisions shall be deemed incorporated and made a part of the Contract:

1. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, “Equal Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2. Copeland “Anti-Kickback” Act (18 U.S.C 874 and 40 U.S.C 276c) (*Applicable to contracts in excess of \$2000 for construction or repair*) – Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the University.

3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (*Applicable to construction contracts of more than \$2000*) – Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the University.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) (*Applicable to construction contracts of more than \$2000 and other contracts involving the employment of mechanics or laborers in excess of \$2500*) – Contractor must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Agreement – Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act 942 U.S.C 7401 et. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended (*Applicable to Contracts and sub-grants of amounts greater than \$100,000*) – Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251 et seq.). Violations shall be reported to the University and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the University.

8. Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the general Services Administration’s List of Parties Excluded from Federal Procurement of Nonprocurement Programs in accordance with E.O.s 125449 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Combating Trafficking in Persons (22 U.S.C. 7101) – The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this Contract, Contractor shall ensure that its employees do not violate this policy. Should University become aware that Contractor has violated this policy, University may terminate the contract for breach in accordance with the termination clause herein.

EXHIBIT D TO INDEPENDENT SERVICES CONTRACT
CONTRACTOR DISCLOSURE STATEMENT
Contract Performance Outside the United States or Colorado

If services provided under this Contract are to be performed outside the State of Colorado or the United States, this Statement must be completed and signed by Contractor.

1. Are any services under the contract or any subcontracts anticipated to be performed outside the United States or Colorado?

Yes ☐ No ☐

If "Yes", please complete the following three questions:

2. Where will the services be performed under the contract, including any subcontracts?
List country(ies) and/or state(s).

3. Explain why it is necessary or advantageous to go outside of the United States or the State of Colorado to perform the contract or any subcontracts.

4. Contractor Name: _____
Signature: _____
Date: _____

Not required for contracts to which the State is a party under:

- Medicare
- The "Colorado Medical Assistance Act", Articles 4 to 6 of Title 25.5 CRS
- The "Children's Basic Health Plan Act", Article 8 of Title 25.5, CRS
- The "Colorado Indigent Care Program", Part I of Article 4 of Title 25.5, CRS



STATE OF COLORADO

Performance Bond

PROJECT NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That the Contractor

as Principal and hereinafter called "Principal,"

and

as Surety and hereinafter called "Surety," a corporation organized and existing under the laws of _____ are held and firmly bound unto the **STATE OF COLORADO** acting by and through _____

(AGENCY OR INSTITUTION)

hereinafter called the "Principal Representative", in the sum of _____ Dollars (\$_____)

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

WHEREAS, the Principal and the State of Colorado acting by and through the Principal Representative have entered into a certain Contract, hereinafter called "Contract," dated _____, 20____, for the PROJECT described as _____

which Contract is hereby by reference made a part hereof;

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

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

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

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this _____ day of _____, A.D., 20____.

(Corporate Seal)

THE PRINCIPAL

ATTEST:

By _____

Title : _____

Secretary

(Corporate Seal)

SURETY

By _____

Attorney-in-fact

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED



PROCUREMENT SERVICES
555 S. Howes Street
FORT COLLINS, CO 80523-6010

DATE
09/23/13

DOCUMENTED QUOTE

QUOTE NUMBER

D710033

RESPONSE DUE BY:

DATE 10/2/13

TIME 4:00pm

EXPECTED DELIVERY DATE:

Project to be completed April 1, 2014

PURCHASING CONTACT / PHONE:

Greg Draughon (970) 491-6343
FAX: (970) 491-5523

THIS IS NOT AN ORDER

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

V
E
N
D
O
R

PLEASE TYPE VENDOR NAME AND ADDRESS

P: A Tree Service
FRANK BRZESEK
PO BOX 403
ALMA, CO 80420

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	129	Acres	Lory State Park is located in Larimer County. The Park lies along the Front Range of the Rocky Mountains and is approximately 7 miles west of Fort Collins, Colorado. The project is located in portions of Section 24 of Township 7 North, Range 70 West. Work involves fuels reduction and forest health improvement via hand thinning. Mechanical mulching and/or chipping will be utilized where terrain and access allows. Work will be guided by the general prescription guidelines listed below and as further described during the mandatory site inspection of the project.	\$458.79	59,184.99
	2	Units			
			A Mandatory Site Visit will be held on: Wednesday 9/25/13 at 10:00am See Site Visit page for map and directions.		
			Fax Responses to: 970 491-5523 Or Email to: greg.draughon@colostate.edu By: 10/2/13 4:00pm MST		

ALL BIDS SHALL BE F.O.B. COLORADO STATE UNIVERSITY, FORT COLLINS, COLORADO UNLESS OTHERWISE INDICATED.

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS	PRINTED/TYPED NAME OF SIGNER	TELEPHONE NUMBER
	Fixed Price Upon Completion	FRANK BRZESEK	970-406-0228
	SUPPLIER'S DATE OF DELIVERY	AUTHORIZED SIGNATURE (REQUIRED)	TITLE
	my Apr. 1st 2014	<i>[Signature]</i>	Owner
	F.E.I.N. #	EMAIL ADDRESS	
	83-0422541	mtntreeservice@yahoo.com	

Lory State Park- 2013-2014 Fuels Reduction Project
COST and INFORMATION PAGE

All bidders must submit the following information:

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

Costs/Bids for Unit Prescriptions and Requirements

Lory State Park- 2013-2014 Lory Fuels Reduction Project (129 acres)

Total Price: \$ 59,184.00

Cost/Acre: \$ 458.79

- Unit FH-12 (84 acres):

Cost/Acre: \$ 366⁰⁰ per acre.

Unit Price: \$ 30,744.00

- Unit T-1 (45 acres):

Cost/Acre: \$ 632⁰⁰ per acre.

Unit Price: \$ 28,440.00

EQUIPMENT TO BE USED

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

TIMING - CSFS has specified when the contractor could begin work and duration with an end date during the site inspection. Please allow up to 4-6 weeks to allow time to complete the contract signature and Purchase Order issuance process. Please refer to the scope of work for special circumstances.

Estimated Start Date: Nov 18th, 2013

Estimated End Date: April 18th, 2014

PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining past examples of work.

P&A Tree Service
Frank Grzesk
PO Box 11
Alma, CO 80420
mtntreeservice@yahoo.com
970-406-0228

Lory State Park
D710033

Similar Work:

1. 2013 AG-9JNE-C-13-0020 Hand felling of Dead (Hazard) Trees along the Pacific Crest Trail, CA. Contact: Matt Cerney, (530) 258-5191. Project was from June 17th - June 29th. Project consisted of 14 miles or 484 acres of hazard tree mitigation work. All dead standing trees along the trail were felled. Contour felling was used throughout the project. When contour felling was not possible trees were felled across the trail and a 6 foot section was bucked out. Project was extremely remote with difficult access. No ATV's or motorized vehicles were allowed and access was by foot only. Large diameter trees up to 70" were felled. Approximately half of the project consisted of steep slopes.
2. 2012 AG-82X9-D-11-9035, Unit: White River National Forest IDIQ Hazard Tree and Fuels Stewardship, Project: Peaks Gold Hill Stewardship Task Order. Contact: Michael Braudis, Office: (970)262-3481, Fax: (970)468-7735, Cell: (970)987-1442, mbraudis@fs.fed.us. Project took approximately 2 ½ months to complete. Project consisted of 10.3 miles of trail where all hazard trees were hand felled, limbed and lop and scattered to a slash height of 18 inches. All stumps within 20 ft of the trail were cut flush to the ground. A total of 18,980 trees were treated throughout the project. Majority of the job was inaccessible by road and the crew was required to hike to the project location via trails and forest service roads. The trail system is heavily used by hikers and flaggers were required on each end of the work area during active felling operations for traffic/safety control purposes. We carried all of our equipment on the trail system every day.

3. 2012 AG-82X9-C-11-9035, Unit: White River National Forest IDIQ Hazard Tree and Fuels Stewardship, Project: HT1 and HT2 Red Sandstone, Red and White Mtn Road, Buffehr Creek Road. Contact: Ken Cuning, Office: (970)328-5863, Fax: (970)328-6448, Cell: (970)390-0438, kcunning@fs.fed.us. Project was 95% completed in 5 months, August - December. Final slash treatment and road maintenance is currently in process. Project consisted of 14.63 miles of road. There was a combination of hand felling as well as mechanized removal of approximately 12,000 hazard trees. Hand felling was used for approximately half of the project. The hand felling occurred on steep slopes where directional felling was necessary. Some sections of the road were located 26 miles from pavement. Traffic control was utilized during active felling by placing flaggers on each end. Traffic flow was not disrupted for more than 30 minutes at a time.
4. 2012/2013 Colorado State Forest Service, Lory State Park Project. Contact: Diana Selby, Assistant District Forester, Fort Collins District, Office: (970)491-8839, Fax: (970)491-8645, diana.selby@colostate.edu. Project was from January - March. Project consisted of hazard tree/fuel reduction. Treatment areas were located primarily along trails with steep terrain and challenging access. Trees were hand felled, slash was hand piled into small burn piles or lop and scattered.

Contractor's Equipment:

STIHL 460 chainsaws will be used on the project. Saws are equipped with a 24" bar. All crew members will also have chaps, helmets, eye and hearing protection. Several back up chainsaws are available to crew in case of damage or equipment failure. STIHL gas powered pole saw for pruning. STIHL brush cutters will also be used.

Timing:

Estimated Start Date: November 1st, 2013

Estimated End Date: April 1st, 2014

Contractor's References:

Please refer to Similar Work section above for references. All contacts for past experience have been listed and all can be contacted for a reference.

Lory State Park- 2013-2014 Fuels Reduction Project
COST and INFORMATION PAGE

All bidders must submit the following information:

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

Costs/Bids for Unit Prescriptions and Requirements

Lory State Park- 2013-2014 Lory Fuels Reduction Project (129 acres)

Total Price: \$ _____

Cost/Acre: \$ _____

- Unit FH-12 (84 acres):

Cost/Acre: \$ _____

Unit Price: \$ _____

- Unit T-1 (45 acres):

Cost/Acre: \$ _____

Unit Price: \$ _____

EQUIPMENT TO BE USED

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

TIMING - CSFS has specified when the contractor could begin work and duration with an end date during the site inspection. Please allow up to 4-6 weeks to allow time to complete the contract signature and Purchase Order issuance process. Please refer to the scope of work for special circumstances.

Estimated Start Date: _____

Estimated End Date: _____

PAST EXAMPLES OF SIMILAR WORK

Attach a memo explaining past examples of work.