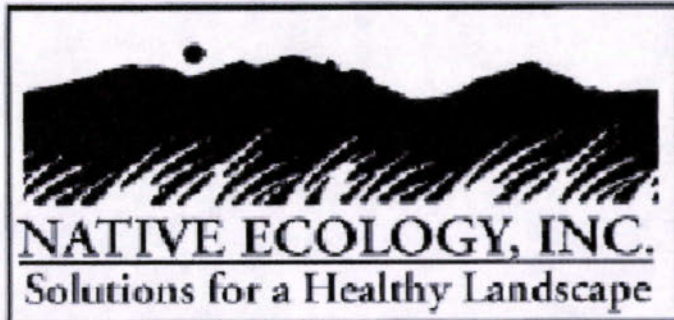


Invoice

2/12/2006



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

Bill to:

Colorado State University
Purchasing Dept.
Fort Collins, CO 80523-6010

Date	Description	Amount
2/8/2006	Forest Mitigation - Left Fork Unit 2 PO# P320183	\$10,000.00
Total		\$10,000.00

Date: 1-10-06 Requested by: Bob Bundy (CSFS) Reale to: CSFS Invoice #:

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

Ship to: Colorado State Forest Service
 Boulder District
 5625 Ute Highway
 Longmont, CO 80503

(PLEASE PROVIDE COMPLETE ADDRESS.)

(PLEASE PROVIDE COMPLETE ADDRESS.)

Reason for Vendor Selection: Sole Source (attach completed Sole Source Justification form)
 Previous Supplier
 Other
 Terms: As per attached
 Independent Services Agreement

Shipping Instructions: FOB Fort Collins, Colorado
 Delivery Date: TBA, see contract
 Deliver to: Initials Bldg Room Phone

#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total
1	5-06895	4550	1		Service Agreement - Forest Mitigation - FRTP	\$2,500	\$2,500
2	5-32853	4550	1		Service Agreement - Forest Mitigation - Blm GWA	\$7,500	\$7,500
3							
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10							

SPECIAL INSTRUCTIONS: Contact CSFS - Boulder District upon issuance of a PO #

Expenditure Approval: Robert A B
 Authorized Signature: 1-10-06

Subtotal: \$ 10,000
 Discount: \$
 TOTAL: \$ 10,000

Invoice



11/10/2005

Example

Example Only

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

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

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



68/02/05

P319468

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

PURCHASE

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVER

N

NOT APPLICABLE

PURCH. CONTACT

PHONE

DEPT. NO.

JOHN SWARO

(970) 491-1397

0071366

5060

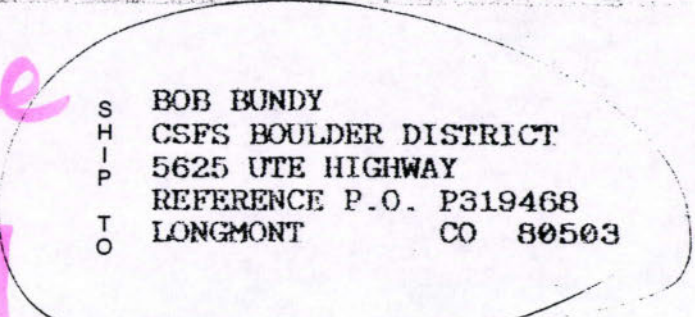
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NATIVE ECOLOGY INC
PO BOX 976
NEDERLAND CO 80466

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BOB BUNDY
CSFS BOULDER DISTRICT
5625 UTE HIGHWAY
REFERENCE P.O. P319468
LONGMONT CO 80503

Escalate
Escalate



ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	<p>SERVICE AGREEMENT</p> <p>COLORADO STATE UNIVERSITY WILL REMIT PAYMENT VIA ELECTRONIC FUNDS TRANSFER (EFT) TO THE ACCOUNT(S) SPECIFIED BY THE VENDOR UNLESS A DIFFERENT PAYMENT METHOD IS AGREED UPON. SEE THE ATTACHED ELECTRONIC PAYMENT INFORMATION REQUEST FORM FOR INSTRUCTIONS.</p> <p>SERVICE AGREEMENT FOR ESCAPE ROUTE CATASTROPHIC FIRE RISK REDUCTION AND FUEL BREAK PROJECT IN BOULDER COUNTY PER ATTACHED CONTRACT END DATE: DEC 31, 2005</p> <p>PAYMENT BY INVOICE PER CONTRACT</p> <p>TERMS AND CONDITIONS FOR CSU-FEDERAL CONTRACTS ATTACHED MUST BE CONSIDERED A PART OF THIS PURCHASE ORDER.</p>	17,500.0000	17,500.00

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

TOTAL

CONTINUED

PAYMENTS

PAYMENTS

DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT

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

DEPARTMENT

Date: 1-10-06 Requested by: Bob Bundy (CSFS) Resale to: CSFS Invoice #:

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

Ship To: Colorado State Forest Service
 Boulder District
 5625 Ute Highway
 Longmont, CO 80503

(PLEASE PROVIDE COMPLETE ADDRESS.)

Reason for Vendor Selection: Sole Source (attach completed Sole Source Justification form)
 Previous Supplier
 Other

Terms: As per attached
 Independent Services Agreement

Shipping Instructions: FOB Fort Collins, Colorado
 FOB

Delivery Date: TBA, see contract

Deliver to: Initials Bldg Room Phone

#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total
1	5-36895	4550	1		Service Agreement - Forest Mitigation - FRFP	\$2,500	\$2,500
2	5-32853	4550	1		Service Agreement - Forest Mitigation - BLM GMA	\$7,500	\$7,500
3							
4							
5							
6							
7							
8							
9							
10							

SPECIAL INSTRUCTIONS: Contract CSFS - Boulder District upon issuance of a PO #

Expenditure Approval: Robert A. B...
 Authorized Signature: Robert A. B...
 Date: 1-10-06

Subtotal: \$ 10,000
 Discount: \$
 TOTAL: \$ 10,000

INDEPENDENT SERVICES CONTRACT

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

I. PARTIES:

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF COLORADO, HEREINAFTER REFERRED TO AS "UNIVERSITY" OR "CSU"
CONTACT NAME: Allen Owen
DEPARTMENT: Colorado State Forest Service
5060 CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5060
TELE: 303-823-5774
FAX: 303-823-5768
EMAIL:alowen@lamar.colostate.edu

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

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 5-36895 and 5-32853; and

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

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

II. TERMS AND CONDITIONS OF THE CONTRACT

1. **Independent Contractor; Relationship of the Parties.** The parties aver that:
 - a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
 - b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;
 - c. The Contractor, if a sole proprietor, represents and warrants that he/she has has not previously been an employee of the State of Colorado either as a temporary or permanent employee. If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and
 - d. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the State Controller or the Controller's authorized delegate; or (2) the following date: January 1, 2006 and shall terminate on July 1, 2006 unless sooner terminated as provided herein or extended by mutual written agreement of the parties. **Contractor expressly acknowledges and agrees that, pursuant to CRS 24-30-202 and the State Fiscal Rules, this contract is not**

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

3. **Payment Terms.**

a. **Check one box only:**

- i. **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$10,000 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- ii. **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed _____ and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

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

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

6. **Insurance Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Notices.** All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above.
12. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
13. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
14. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
15. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.
16. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
17. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
18. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
19. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:
 - Exhibit A: Scope of Work**
 - Exhibit B: Payment Provisions**
 - Exhibit C: Federal Funds Addendum**
 - Other: Project Area Map**
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

SPECIAL PROVISIONS

(Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

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

3. INDEMNIFICATION.

The Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER

No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

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

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

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

Native Ecology, Inc.
Full Legal Name of Contracting Entity

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

84-1502031
Social Security Number or FEIN

By: _____

Printed Name: John Utterback
Title: Director of Purchasing

Signature of Authorized Officer

APPROVED:

Print Name & Title of Authorized Officer

By: _____
Dean or Department Head

Date Signed: _____

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

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

By: _____
Robert Schur
University Contracts Counsel

Attest (Seal)

By _____
(Corporate Secretary or Equivalent)

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

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

**STATE CONTROLLER:
LESLIE M. SHENEFELT**

By: _____

Date: _____

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

Left Fork Unit 2

Project Location:

The 8 acre treatment is located approximately five miles west of Boulder, Colorado north of Left Fork Road. The treatment unit exists along the ridge top between and around 3 homes in the Mountain Pines/Mountain Meadows community. The treatment unit can be most easily accessed from Boulder by taking Colorado Highway 119 about 5 miles west to Sugarloaf Road, Sugarloaf Road north and west 3.5 miles to Mountain Pines Road, and Mountain Pines Road a half mile to Left Fork. Access and parking for the unit is approximately a half mile down Left Fork Road at the 595/605 Left Fork Road driveway.

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

Parcels: 3 parcels (1 BLM, 2 private)

Size of Practice: 8 acres

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

Estimated Duration: 6 months

Purpose:

The project has the following objectives:

- Reduce wildfire hazards for three homes in the Left Fork community.
- Use the ridgetop as a focal point for a shaded fuel break.
- Reduce wildfire hazards by greatly reducing tree densities, removal of ladder fuels, and modifying stand structure. Develop a much more open stand character.
- Improve forest health.
- Reduce future fuel loadings to reduce fire hazard.

Project Schedule:

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than June 30, 2005. Work will proceed as agreed to by the contractor and CSFS forester with all work occurring to specifications throughout the identified area.

General Prescription/Target Stand:

The stand consists of a dense mix of ponderosa pine and Douglas-fir with scattered juniper. The treatment area is primarily setup on a flat ridgetop with slopes ranging from 0 to 30% with a majority of the area falling under the 0-5% range in slope. The remaining vegetation emphasis is to retain and manage healthy ponderosa pine and Douglas-fir in excess of 12 inches in diameter. Following the treatment, an average of 40 trees larger than 12" in DBH per acre will remain over the entire work site.

Initials:

Agreement Specifications and Requirements

1. Felling Criteria

- a. Workers shall have sufficient skills and experience to properly perform the work according to federal and state regulations.
- b. The Contractor, upon written request from the State Forestry Representative, shall remove any operator who does not perform work to specifications.
- c. The Contractor shall designate in writing the person(s) who shall represent the Contractor on the project site.
- d. All trees felled will be cut to a stump height of less than 4-inches on the uphill side and severed completely. Stumps within 100 feet of homes will be cut to less than 3-inches.
- e. Felled trees must be limbed to a 3-inch or less top diameter.
- f. Soil/trail damage will be repaired by the Contractor at the discretion of Colorado State Forest Service (CSFS).
- g. Light on the land techniques will be practiced, including minimizing soil and rock disturbance and soil compaction; minimizing damage by equipment to remaining live trees; mitigating damage to staging, product storage and work areas; petroleum product spillage will be mitigated; and operation areas will be kept as clean as possible.
- h. On weekends there is to be no cutting or chipping before 9:00am without written permission of the landowners. Management activities *may* be restricted to weekdays only if problems (noise) arise with the adjacent homeowners in the area.
- i. The contractor must fell all trees marked with BLUE paint or as designated by the State Forestry Representative.
- j. The project area boundary has been marked with ORANGE flagging. Nearby landowners have identified a small number of additional leave trees and have tied PINK flagging around these blue painted trees. The contractor is not to cut these. The contractor is to ignore any RED or GREEN flagging as it is used by the landowner to identify corner pins. The contractor is not to cut any trees on property outside of the identified unit.
- k. All retained trees within the unit must be limbed up to a minimum of 6 feet from the ground or 1/3 the height of the tree (whichever is less).
- l. Large diameter dead standing trees (snags) that are not marked are to be protected unless they cause a safety concern to the contractor. In that case they may be cut and treated.
- m. All small diameter trees under 4 inches in diameter and all regeneration must be cut whether marked or not. The only exception to this objective is the retention of scattered individual healthy small diameter trees under 4 inches in diameter existing in large openings with 20 feet or more distance in relation to all other retained trees.

2. Yarding Methods/Criteria/Temporary Road Management

- a. Logs are to be pulled by hand to small piles throughout the unit. The goal is make the logs accessible for local landowners to use as firewood or fence posts but eliminate the need for skid machinery.
- b. The use of secondary roads will be allowed only during periods when the ground is dry to prevent excess damage to the roads. Equipment must be managed in order to minimize soil displacement

Initials:

3. Protection Measures/Fire Prevention Equipment/Safety

- a. At all times there will be one fire tool with every person and one fully operational fire extinguisher in every vehicle. Crew members will take immediate suppression actions if a fire occurs. The Contractor will be responsible for any fires if he or any of his agents or employees is found to be negligent. All chainsaws should have approved spark arrestors.
- b. Restore any road or skid trail to their pre-project condition. Restoration may include placing woody debris and slash on disturbed areas. Grass seeding may be required under this agreement if extensive resource damage occurs.
- c. The Contractor will take appropriate preventative measures to ensure that any spill of oil or oil products does not occur.

4. Removable Materials and Slash:

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

- a. Round Wood
 - 1. Round wood over 6 inches in diameter shall be set aside in accessible areas.
 - 2. Stacked boles must be well organized for easy extraction for landowners.
- b. Chipping
 - 1. All the slash less than six inches in diameter will be pulled to a chipper.
 - 2. That which is broadcast chipped back on the work site should be done to a maximum depth of 4" to ensure proper decomposition and nitrogen recycling.
- c. Lop and Scatter
 - 1. Small amounts of slash may be left on the forest floor. Scattered slash should not exceed 12 inches in depth, six feet in length, or cover more than 25% of the ground in a discontinuous pattern.
 - 2. All but 100 lineal feet per acre of dead and down existing material must be treated.

5. Mountain Pine Beetle & Ips Beetle Recognition and Prevention

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

Initials:

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PAYMENT SCHEDULE

The contractor will be paid a total not to exceed \$10,000. Payments will be made upon inspection and approval of work completed to contract specifications. The contractor may request a maximum of two payments during the project implementation. One request may be submitted upon completion of half of the overall acreage. Final payment will be held until all work is completed as per the specifications shown in this contract's Exhibit A. The contractor may also opt to submit only one payment request for completion of the entire project.

Maximum invoice amount for each unit is as follows:

First Request: \$5,000
Second Request: \$5,000

Total - \$10,000

Invoices shall be submitted to:
Bob Bundy
Front Range Fuels Treatment Partnership Forester
Colorado State Forest Service
5625 Ute Highway
Longmont, Colorado 80503

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

Initials:

EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

Federal Funds Addendum

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

1. Certification:

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

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

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

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

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

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

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

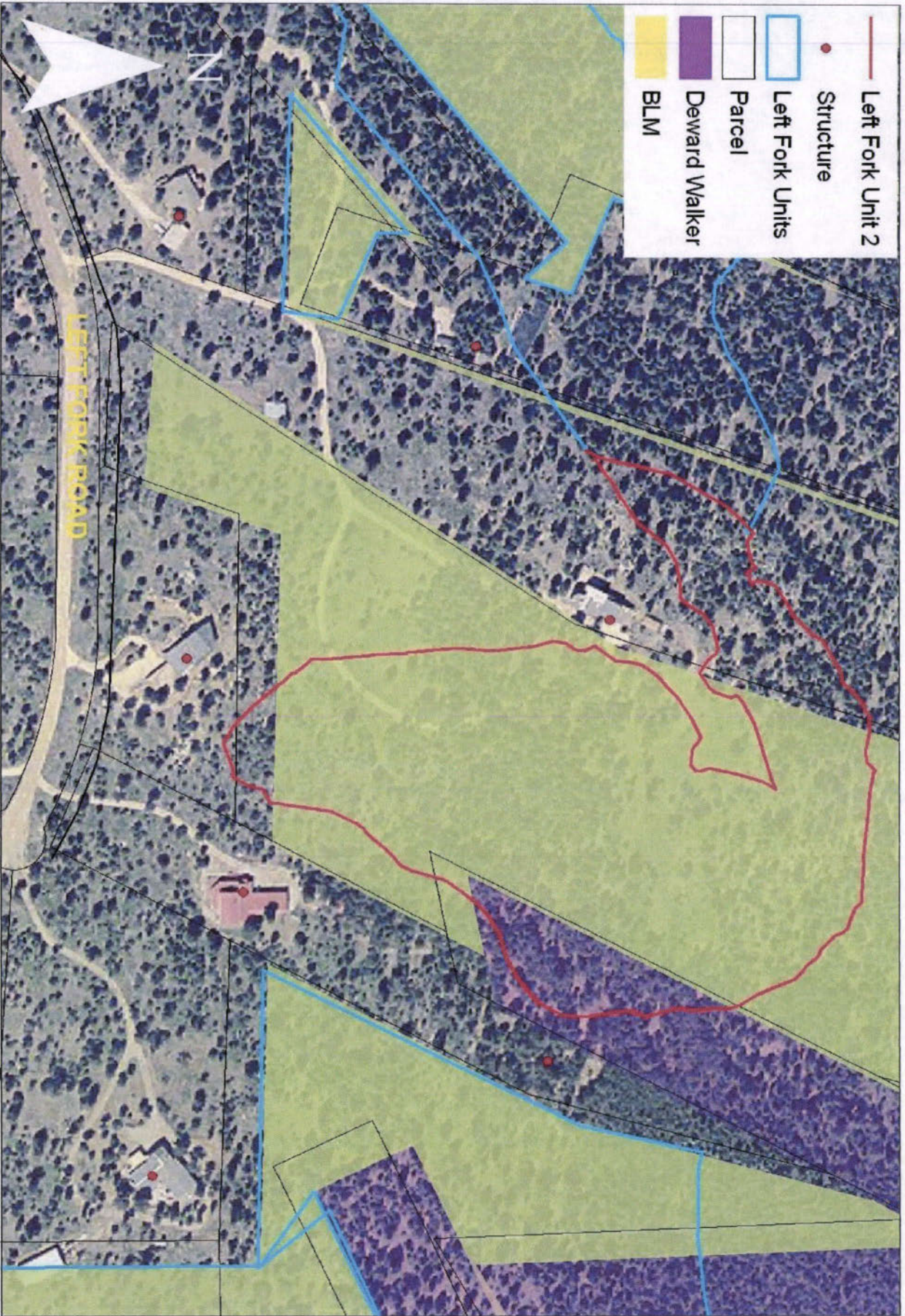
e. Subrecipient agrees to notify CSU immediately if there is any change of status in a., b., c., or d. above.

2. Availability of Funds:

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

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

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



0 100 200 400 Feet

Jim & Gigi Robb
695 Left Fork Road
303-444-8873 robb@colorado.edu

or Bob + Cookie Shannon
303-417-9961

Dear Neighbors along Left Fork, Mt. Pines, Mt. Meadows and Mountain King:

We have been approached by the State of Colorado Forest Service to offer coordination with the BLM to create a fire break through a key area, as shown on the attached maps, on the north slope of the Sugarloaf Mountain.

The first map represents a larger scale project point of view. It shows that the fuel break would be part of a larger effort. Please note that the darker blue to the east is another fuel break currently under planning with Fourmile FPD. The second map shows a closer view with the actual fuel break in light blue. It isn't exact but it represents a 200ft swath.

(Most of the private property within the east edge of the proposed fuel break is Deward Walker's. I'm guessing he would be reasonably supportive, but I'm not sure if he would be willing to fund such a project. With that in mind we may want to try to combine BLM efforts with work on your and your immediate neighbor's land.) We'll do what we can with a fire-break and tie into it with general thinning/d-space. That, or figure out a way for local landowners to pitch in money or actual work effort on Deward's land.

Let me know what you think.

Thanks for your interest.

Bob Bundy

Front Range Fuels Treatment Partnership

Colorado State Forest Service

5625 Ute Highway

Longmont, CO 80503

(303) 823-5774 (303) 823-5768 fax

Please fill in your name/address and sign below to show your interest in furthering plan options with the BLM for fire mitigation and fire breaks on private/public lands.

- Diane Johnson
1397 Mountain Pines Rd
Boulder, CO 80302

Diane Johnson

- Steve Brooks

Steve Brooks

1397 Mountain Pines Rd

- Linda Fresch & Ted Graham
1414 MOUNTAIN PINES RD.
BOULDER, CO 80302



- Patti Pine
215 Left Fork Road
Boulder, CO 80302

- Kathleen Freeman
224 Left Fork Rd
Boulder, CO 80302

Permanized

PLOVER BOND

25% COTTON FIBER

*John Johnson
1927 Houston Street
Beverly Hills, Calif.
317 Mountain View*

*John Johnson
1927 Houston Street
Beverly Hills, Calif.*

RECEIVED
AUG 6 2004
POSTAL SERVICE
SAN FRANCISCO, CA

Return by Fri.

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695 Left Fork Road
303-444-8873 robb@colorado.edu

or Bob & Cookie Shannon
118 Left Fork Rd.
303-417-9961 bobandcookie@theshannons.net

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Cindy + Dan Heister 1105 Mountain Pines Rd, Boulder, CO 80302

Pending review of the final path of the firebreak before work started - Jamie + Doug Lee
303-449-5452

605 Left Fork Rd
Boulder, CO 80302

303-444-4743

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Boulder, CO 80302

pending review

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Longmont, CO 80503
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- Jim & Gigi Robb
695 LEFT FORK RD.
BOULDER, CO 80302
303-444-8873

- Walter Plywaski
751 left Fork Rd,
Boulder CO 80302
303-444-4912

- Bruce Parker
753 Left Fork Rd
Boulder Co 80302
303 449-7136

- Bob & Cookie Shannon
118 Left Fork Rd.
Boulder 80302
303-417-9961

- Pete Nichols . 303-544-6076.
1536 Mtn Pines
Bldr CO 80302

- John Chichester & Kathryn Dunicks
770 Mtn Meadows Rd
Boulder 80302
303 448 9463

Please fill in your name and address and sign below to show your interest in furthering plan options with The BL for fire mitigation and fire-breaks on private/public lands.

Susan Norton
401 Arkansas Mt. Rd.
Boulder CO 80302
303-443-2695

Brian Caruso
531 Left Fork Rd.
Boulder, CO. 80302
720 406 8283

MIKE SMITH
333 LEFT FORK RD
BOULDER CO 80302
303 442 4533

Clayton Bush
165 Mt King Rd.
Boulder CO 80302
303 444 3650

Joel & Lu + Marge Faber
77 Sugarloaf Mt. Rd
Boulder 80302
303-443-5376

George Zanbijn
402 KELLY Rd E
303 444 4663

Mike & Bev O'Keefe
729 Left Fork Rd
Boulder 80302
303 440-4725

Bruce & Nancy Munnass
1029 Mtn Meadows
Boulder, Co. 80302
303-442-7268



PROVERBIAL BOOKS
221 EAST 43RD STREET
NEW YORK 17, N.Y.

U.S.A.



Trap 2
LIGHT GREEN = BLM LAND
FIRE BREAK

Jim & Gigi Robb
695 Left Fork Road
303-444-8873 robb@colorado.edu

or Bob + Cookie Shannon
303-417-9961

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Thanks for your interest.
Bob Bundy
Front Range Fuels Treatment Partnership
Colorado State Forest Service
5625 Ute Highway
Longmont, CO 80503
(303) 823-5774 (303) 823-5768 fax

Please fill in your name/address and sign below to show your interest in furthering plan options with the BLM for fire mitigation and fire breaks on private/public lands.

- Diane Johnson
1397 Mountain Pines Rd
Boulder, CO 80302
Diane Johnson

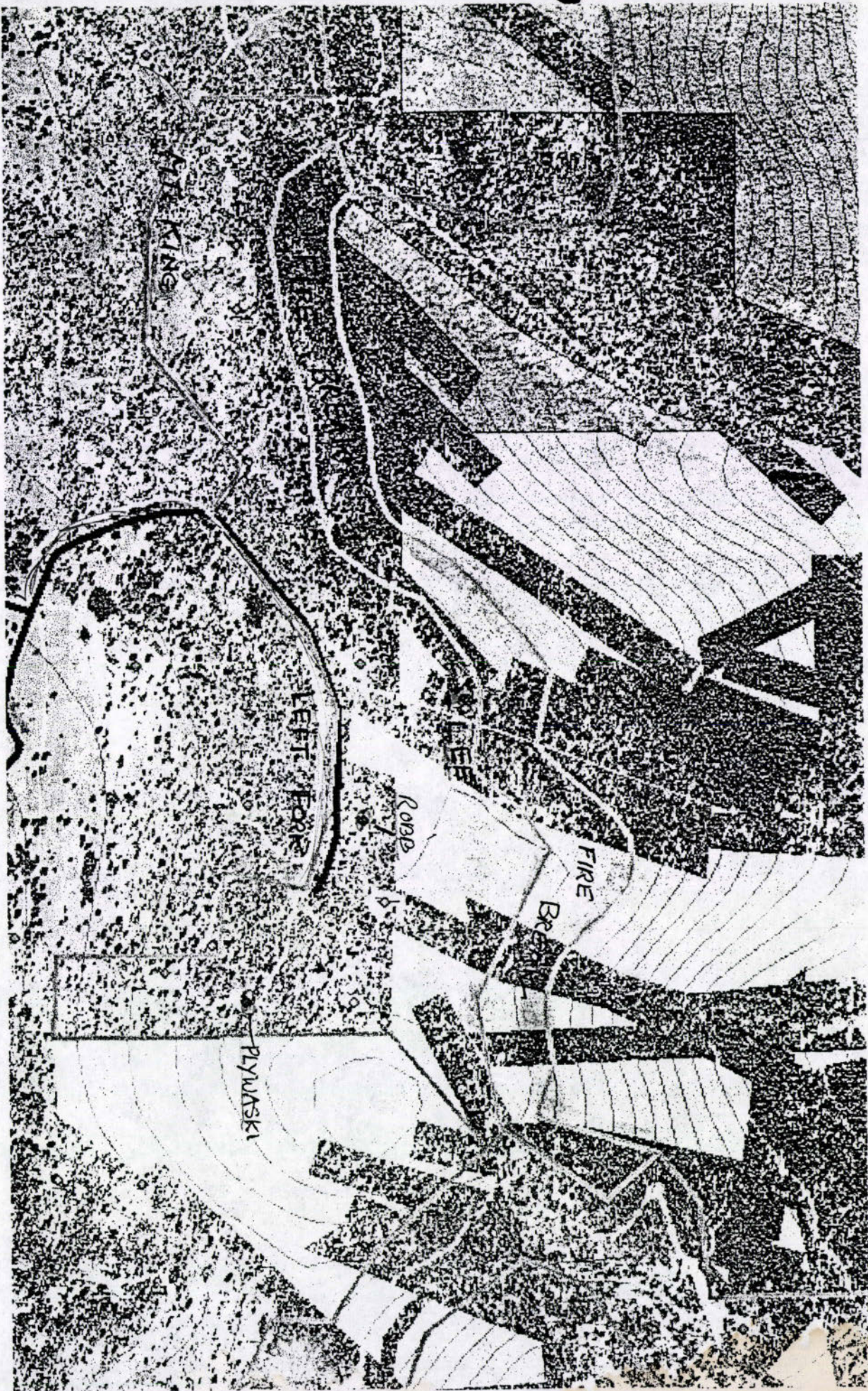
- Steve Brooks
Steve Brooks
1397 Mountain Pines Rd

- Linda Fresch & Paul Graham
1414 MOUNTAIN PINES RD.
BOULDER, CO 80302



- Bill [unclear]
[unclear]
Boulder, CO

- Kathleen Freeman
224 Left Fork Rd
Boulder, CO 80302



FIRE BREAK

LIGHT GREEN = BLM LAND

7/1/99 2

Return by Fri.

Jim & Gigi Robb
695 Left Fork Road
303-444-8873 robb@colorado.edu

or Bob & Cookie Shannon
118 Left Fork Rd.
303-417-9961 bobandcookie@theshannons.net

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303-449-5452

605 Left Fork Rd
Boulder, CO 80302

303-444-4743

Sue + Dave Daney
589 Left Fork Rd
Boulder, CO 80302

pending review



Map 2

LIGHT GREEN = BLM LAND
FIRE BREAK

FIRE
BREAK

ROAD

LEE

LEFT
FORK

PLYWASKI

MT KING

Jim & Gigi Robb
695 Left Fork Road
303-444-8873 robb@colorado.edu

or

Bob & Cookie Shannon
118 Left Fork Rd.
303-417-9961 bobandcookie@theshannons.net

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- Jim & Gigi Robb
695 Left Fork Rd.
Boulder, CO 80302
303-444-8873

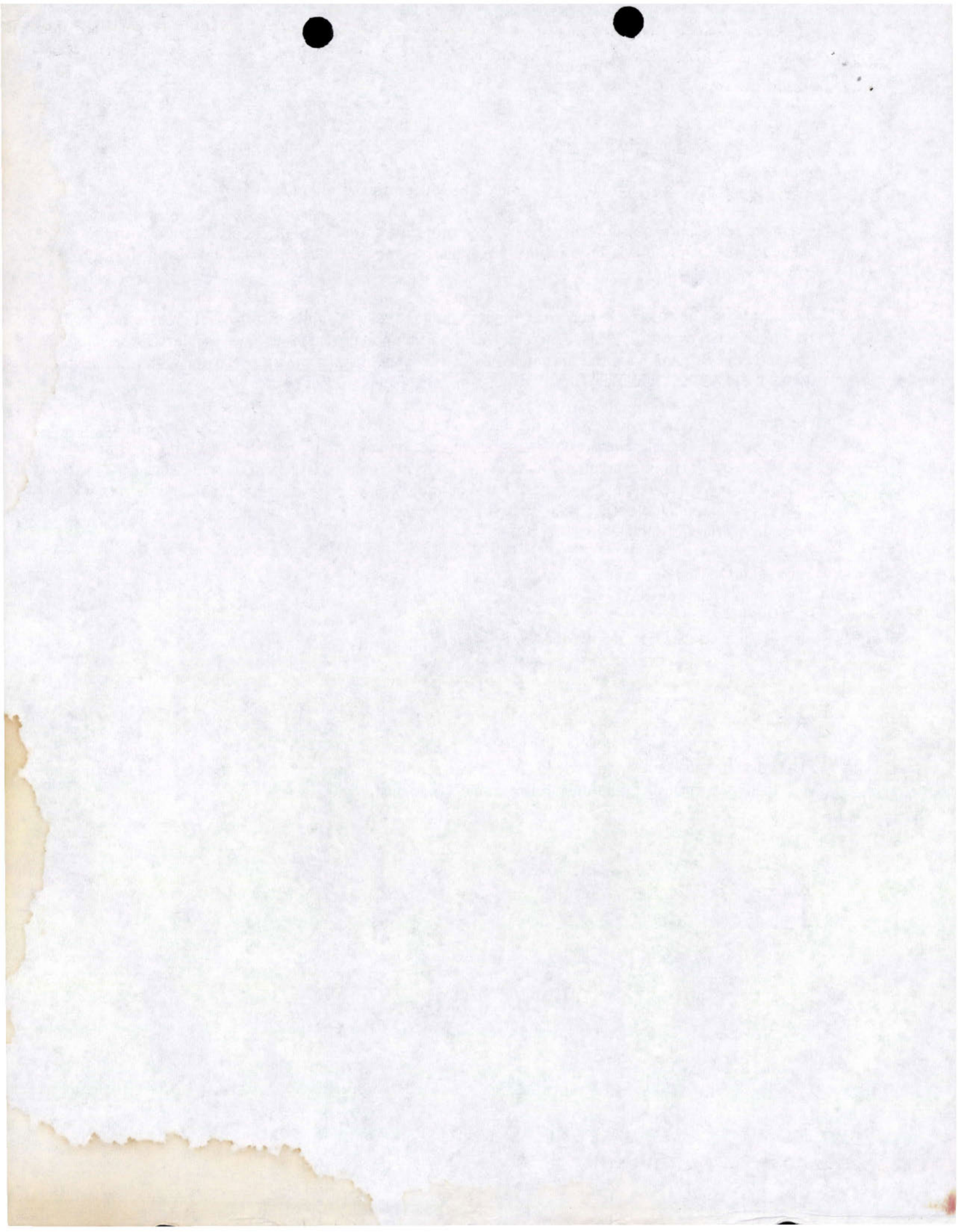
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303-444-4912

- Bruce Parker
753 Left Fork Rd
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Boulder 80302
303-417-9961

- Pete Nichols . 303-544-6076.
1336 Mtn Pines
Bldr CO 80302

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770 Mtn Meadows Rd
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303 448 9463



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Susan Norton
401 Arkansas Mt. Rd.
Boulder CO 80302
303-443-2695

Brian Caruso
531 Left Fork Rd.
Boulder, CO. 80302
720 406 8283

MIKE SMITH
333 LEFT FORK RD
BOULDER CO 80302
303 442 4533

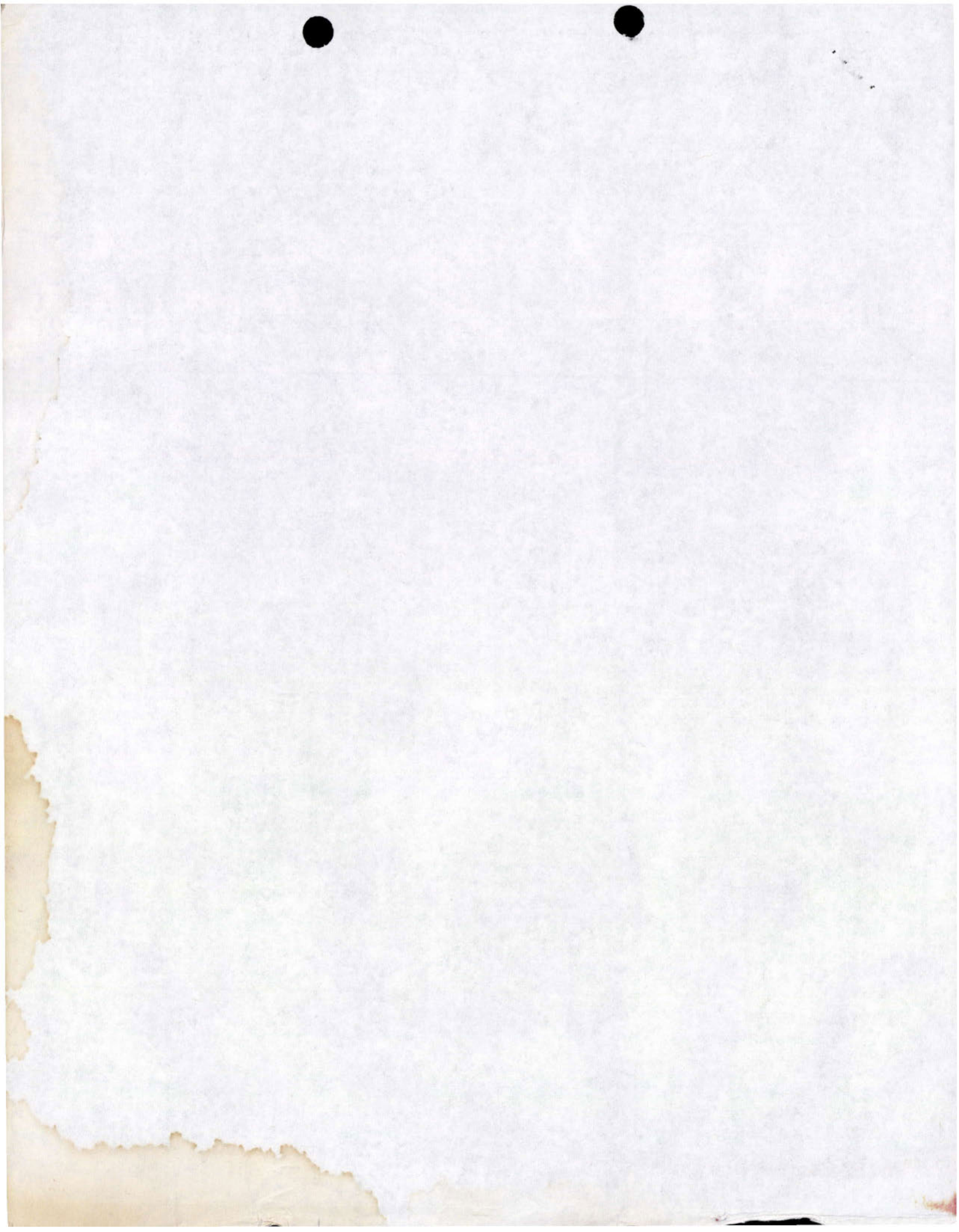
Deayer Bush
165 Min King Rd.
Boulder CO 80302
303 444 3650

Joel & Marge + Marge Faber
77 Sugarloaf Mt. Rd
Boulder 80302
303-443-5376

George Bantijn
462 KELLY Rd E
303 444 4663

Mike & Bev O'Keefe
729 Left Fork Rd
Boulder 80302
303 440 -4725

Bruce & Mary Musmann
1029 Mtn Meadows
Boulder, CO. 80302
303-442-7268



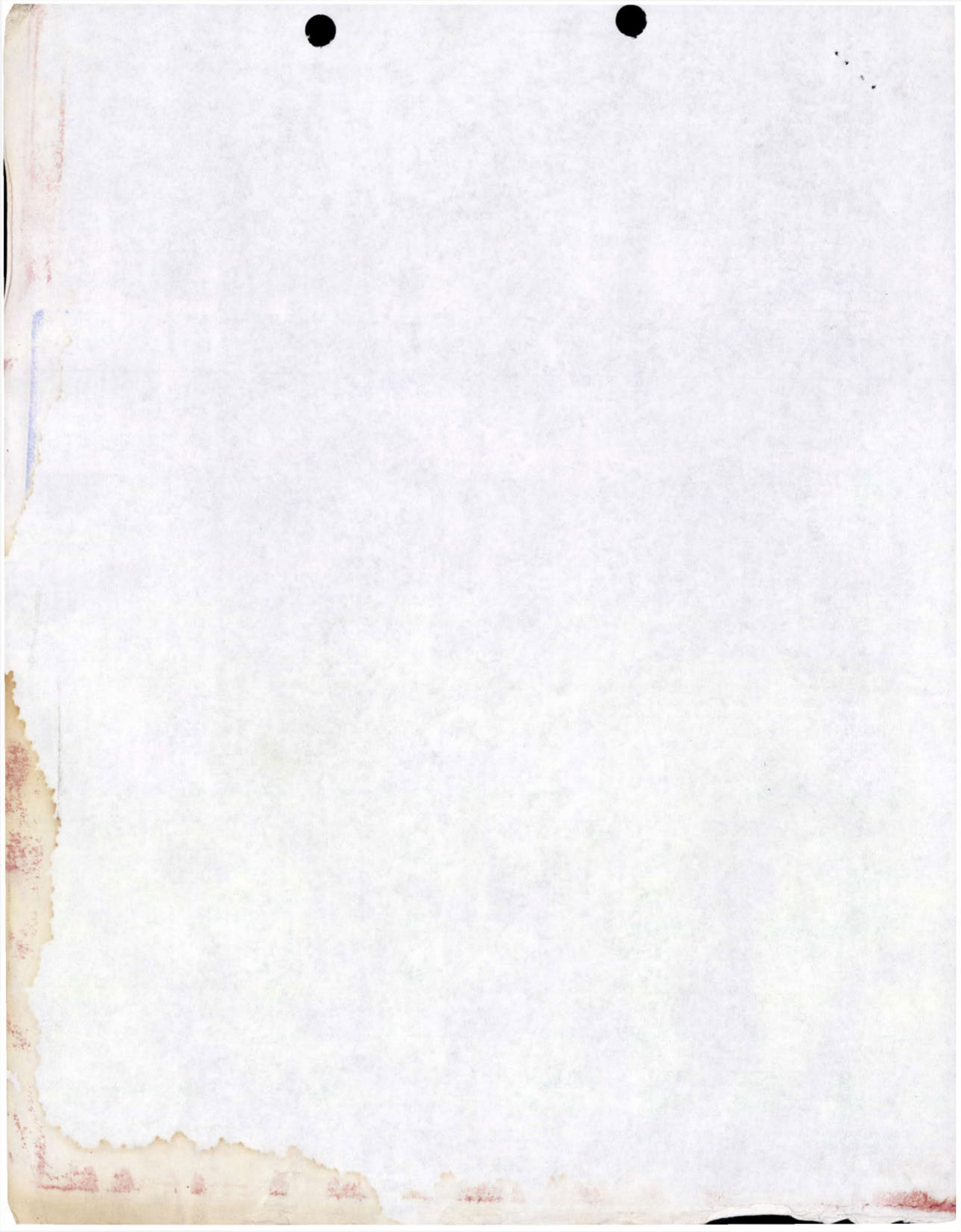
4



INCP 2

LIGHT GREEN = BLM LAND

FIRE BREAK



Bob Bundy

From: Bob Bundy [rbundy@lamar.colostate.edu]**Sent:** Friday, **September 03**, 2004 4:54 PM**To:** 'bobandcookie@theshannons.net'; 'dogleenmt@excite.com'; 'mok-boulder@att.net'; 'brucep@dim.com'; 'plywaski@att.net'; 'gigi_robb@yahoo.com'; 'robb@colorado.edu'; 'daviddaney@qwest.net'**Subject:** Left Fork fuel break project

Hello,

The BLM has money set aside and is in the process of developing the necessary paperwork for treatment on their land in your neighborhood. Cory Secher (CSFS), Eric Philips (Boulder County), and I are available anytime after 2pm on Wednesday, September 8. I realize many of you work until 5pm so we will be available until sundown. I'd like to identify what we were thinking as far as a fuel break behind your home. We will be able to mark trees on private property, and flag treatment areas on BLM land. The BLM has money set aside for treatment on their land, and **cost share funds are available for treatment on private land.** I'd like to spend some time on the ground discussing local landowner management goals and **customizing the forest thinning prescription.** We can also start the discussion on the specifics of the use of **contractors vs. landowner/volunteer hours.** **It may end up being a difficult bureaucratic process to share a contractor for private and BLM lands,** but we are looking into it. **It will definitely be more flexible than treatment on USFS land.** Please let me know if you can meet up on your property on Wednesday the 8th. If you cannot, I'll find time to meet with you during work hours anytime, or after hours the following week.

Thanks.

Bob Bundy
Front Range Fuels Treatment Partnership
Colorado State Forest Service
5625 Ute Highway
Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax

12/17/2004

Bob Bundy

From: Annette Marcantonio [annette@marcant.com]
Sent: Friday, October 08, 2004 5:26 PM
To: 'Bob Bundy'
Subject: RE: Left Fork Property Map
Follow Up Flag: Follow up
Flag Status: Flagged

Hi Bob

Thanks for the info. I received an e-mail from Brian and that you came by to see the work already completed. I have a quick question. Is there any risk in the health of the remaining trees if the stumps are not brought down close to ground level? I know Brian would like to make a wood carving out of the stump next to the deck and I just want to be sure there is no potential harm. I believe you stated that we had no visible "beetle" disease, so this tree may have died due to mistletoe or stress due to drought.

Also, are the contractors to be used for the BLM land been identified yet? If so, I'd like to contact them for a quote on my property. Walter has a friend who has done some work for me in the past, but he underestimated the time to perform the work by a half and I'm afraid of getting over charged.

Thanks, Annette

Marcantonio Clinical Consulting, LLC
PO Box 740
241 Beverly Drive
La Honda, CA 94020-0740
650-747-0627 (Office)
650-747-9513 (Home & FAX)

-----Original Message-----

From: Bob Bundy [mailto:rbundy@lamar.colostate.edu]
Sent: Friday, October 08, 2004 2:25 PM
To: Plywaski@worldnet.att.net; brian@meistermusicmerch.com
Cc: annette@marcant.com
Subject: Left Fork Property Map

Hello all,

I was nice meeting up with you guys the other day. I have attached the map I was showing you. The parcel overlay is obviously a little shifted to the north and east, but it serves as a good reference. All the yellow areas are BLM managed. Let me know how things go or if I can help. I'll let you know what comes of my meeting with the BLM folks at the end of the month.

Thanks again.

Bob Bundy
Front Range Fuels Treatment Partnership
Colorado State Forest Service
5625 Ute Highway
Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax

12/21/2004

Bob Bundy

From: Bob Bundy [rbundy@lamar.colostate.edu]
Sent: Monday, August 23, 2004 4:11 PM
To: 'lionsridge@earthlink.net'; 'rwalcoff@ionsky.com'
Subject: FW: BLM fuel break project *marion mackay*

Hello,

I have been working with private landowners in your neighborhood and wanted to let you know what is currently being discussed regarding forest health/fire mitigation. The neighborhood has shown an interest in conducting some forest health thinnings and a fuel break north of your home. At this time we are merely discussing our options. I would like to bring you into the process to get your input and ideas. I will be contacting each of the landowners listed below to discuss this idea.

See the attached maps for an initial draft proposal for treatment. I have outlined the areas in blue that are ideal for forest treatment. The first map shows a very general focus area in blue. The second map shows a zoomed in map with a highlighted area for a fuel break (light blue). Do not pay particular attention to the specific lines or where they fall in regard to homes, but look at the map as a concept for focused forest treatments. I will work with each landowner to determine what they would like to do and **customize** any treatment prescription.

Please read the following email that was sent to your neighbors.

Good news,

The Left Fork Fuel Break petition information was forwarded to the BLM a couple weeks ago. I got a response this week stating that the BLM will be going through the process of a Categorical Exclusion (CE). In other words, they will be conducting a quick analysis of this small project to make it eligible for treatment. We will most likely get funding for work on up to 30 BLM acres in Boulder County. John Smeins of the BLM stated that he expected all the paperwork to be accomplished in the next month. If all goes well, he will get the necessary signatures at his end and it will be funded for treatment by Oct. 1. There is still a great deal of work that I would like to cover before then (ie. **getting work done on the private side, getting exact flagging of the treatment areas, customizing the prescription for the local landowners, coordinating the use of contractors/volunteer assistance**). I will be walking the proposed fuel break treatment area next week. After that, I would like to meet up with you folks to discuss the project. We are in no immediate hurry to get cutting done, but we need to have the details figured out by Oct 1. I would like to work with the following individuals:

Properties located from west to east

AJ Chamberlin – **was emailed**
 Fredrick & Jeanne White
 John & Karen Farley *Ag. owner*
 Mark Hoffman *Ag. owner*
 John & Kathryn Banich *doc. hold*
 Elizabeth Wallace
 Richard Roth & Heidi Kessler *richard.roth@lumia.us*
 Marion Mackay – **was emailed**
 David & Susan Daney – **was emailed**
 Brian Caruso & Ruth Walcoff – **was emailed**
 Dakers Gowans & Deborah Silver – **was emailed**
 Doug & Laurie Lee – **was emailed**
 Jim Robb – **was emailed**
 Deward Walker *open to treat*
 Michael OKeefe – **was emailed**
 Bruce Parker – **was emailed**
 Walter Plywalksi – **was emailed**
 Annette Marcantonio (renter is Brian Langeliers) – **was emailed**

Please send me the email address for those on the list who did not receive this. I will forward them a copy. Please talk to your neighbors about the project. I will be reaching out to everyone on the list soon.

12/17/2004



**LANDOWNER ASSISTANCE PROGRAMS
APPLICATION FOR COST-SHARE**

PROJECT NUMBER: _____
(For Official Use Only)

NAME: Michael J. O'Keefe
MAILING ADDRESS: 729 Left Fork Rd
 City: Boulder State: CO
 Zipcode: 80302 w (720) 406-5151
TELEPHONE NO: (303) 440-4725

PROJECT ADDRESS/LEGAL DESCRIPTION: 729 Left Fork Rd.

PRACTICES TO BE COMPLETED BY: 12/31/04
Date

Landowner and CSFS:

CSFS:

Practice No. & Component Title	Quantity Requested	Quantity Approved	Maximum C/S Amount Eligible	C/S Amount Requested	C/S Amount Approved

Total: _____

Request for cost-share assistance under the LOA program is to meet the objective stated in the management plan. One practice per application is allowed. If cost-sharing is approved for the practice requested, I agree to cover expenses at the time of implementation, knowing I will be receiving cost-share funds not exceeding 50% of actual cost. **I understand that I will not be reimbursed for any expenses incurred prior to approval of my application.** Work must be completed according to approved plan and application, and must meet the standard set for each component. For FLEP, practices must be maintained for a minimum of 10 years. There are no partial payments for FLEP or without prior approval.

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

LANDOWNER SIGNATURE: [Signature] **DATE:** 7/28/04
To be completed by CSFS:

CSFS FIELD REVIEW SIGNATURE: _____ **DATE:** _____
 (Additional USFWS guidelines addressed)

PROGRAM: FRTT
 See Form E for list of current LOA programs.

C/S APPROVED: _____ **AMOUNT:** \$ _____ **DATE:** _____

Program eligibility is without regard to race, color, religion, national origin, age, gender, sexual orientation, veteran status or disability. For more information contact your local Colorado State Forest Service District Office.





LANDOWNER ASSISTANCE PROGRAMS
APPLICATION FOR COST-SHARE

PROJECT NUMBER: _____
(For Official Use Only)

NAME: JIM & GIGI ROBB
MAILING ADDRESS: 695 LEFT FORK RD
City: BOULDER State: CO
Zipcode: 80302
TELEPHONE NO: 303-444-8873

PROJECT ADDRESS/LEGAL DESCRIPTION: 695 LEFT FORK ROAD

PRACTICES TO BE COMPLETED BY: DEC. 31, 2004
Date

Landowner and CSFS:

CSFS:

Practice No. & Component Title	Quantity Requested	Quantity Approved	Maximum C/S Amount Eligible	C/S Amount Requested	C/S Amount Approved

Total: _____

Request for cost-share assistance under the LOA program is to meet the objective stated in the management plan. One practice per application is allowed. If cost-sharing is approved for the practice requested, I agree to cover expenses at the time of implementation, knowing I will be receiving cost-share funds not exceeding 50% of actual cost. **I understand that I will not be reimbursed for any expenses incurred prior to approval of my application.** Work must be completed according to approved plan and application, and must meet the standard set for each component. For FLEP, practices must be maintained for a minimum of 10 years. There are no partial payments for FLEP or without prior approval.

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LANDOWNER SIGNATURE: Jim Robb DATE: 7/26/04

To be completed by CSFS:

CSFS FIELD REVIEW SIGNATURE: _____ DATE: _____
(Additional USFWS guidelines addressed)

PROGRAM: FRFTP
See Form E for list of current LOA programs.

C/S APPROVED: _____ AMOUNT: \$ _____ DATE: _____

Program eligibility is without regard to race, color, religion, national origin, age, gender, sexual orientation, veteran status or disability. For more information contact your local Colorado State Forest Service District Office.



1000 - 1000

97932



LANDOWNER ASSISTANCE PROGRAMS
APPLICATION FOR COST-SHARE

PROJECT NUMBER: (For Official Use Only)

NAME: Walden Plywaski
MAILING ADDRESS: 7515 Left Fork Rd.
City: Boulder State: CO
Zipcode: 80302-9252
TELEPHONE NO: 303 444 4912

PROJECT ADDRESS/LEGAL DESCRIPTION:

PRACTICES TO BE COMPLETED BY: 12/31/04
Date

Landowner and CSFS:

CSFS:

Table with 6 columns: Practice No. & Component Title, Quantity Requested, Quantity Approved, Maximum C/S Amount Eligible, C/S Amount Requested, C/S Amount Approved.

Total:

Request for cost-share assistance under the LOA program is to meet the objective stated in the management plan. One practice per application is allowed. If cost-sharing is approved for the practice requested, I agree to cover expenses at the time of implementation, knowing I will be receiving cost-share funds not exceeding 50% of actual cost. I understand that I will not be reimbursed for any expenses incurred prior to approval of my application. Work must be completed according to approved plan and application, and must meet the standard set for each component. For FLEP, practices must be maintained for a minimum of 10 years. There are no partial payments for FLEP or without prior approval.

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

LANDOWNER SIGNATURE: [Signature] DATE: 7/26/04

To be completed by CSFS:

CSFS FIELD REVIEW SIGNATURE: DATE:
(Additional USFWS guidelines addressed)

PROGRAM: FLEP
See Form E for list of current LOA programs.

C/S APPROVED: AMOUNT: \$ DATE:

Program eligibility is without regard to race, color, religion, national origin, age, gender, sexual orientation, veteran status or disability. For more information contact your local Colorado State Forest Service District Office.





LANDOWNER ASSISTANCE PROGRAMS
APPLICATION FOR COST-SHARE

PROJECT NUMBER: _____
(For Official Use Only)

NAME: Bruce Parker
MAILING ADDRESS: 753 Left Fork Rd
City: Boulder State: CO
Zipcode: 80302
TELEPHONE NO: 303 449-7136

PROJECT ADDRESS/LEGAL DESCRIPTION: 753 Left Fork Rd, Boulder, CO 80302

PRACTICES TO BE COMPLETED BY: 12/31/04
Date

Landowner and CSFS:

CSFS:

Practice No. & Component Title	Quantity Requested	Quantity Approved	Maximum C/S Amount Eligible	C/S Amount Requested	C/S Amount Approved

Total: _____

Request for cost-share assistance under the LOA program is to meet the objective stated in the management plan. One practice per application is allowed. If cost-sharing is approved for the practice requested, I agree to cover expenses at the time of implementation, knowing I will be receiving cost-share funds not exceeding 50% of actual cost. I understand that I will not be reimbursed for any expenses incurred prior to approval of my application. Work must be completed according to approved plan and application, and must meet the standard set for each component. For FLEP, practices must be maintained for a minimum of 10 years. There are no partial payments for FLEP or without prior approval.

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

LANDOWNER SIGNATURE: [Signature] DATE: 7/26/04

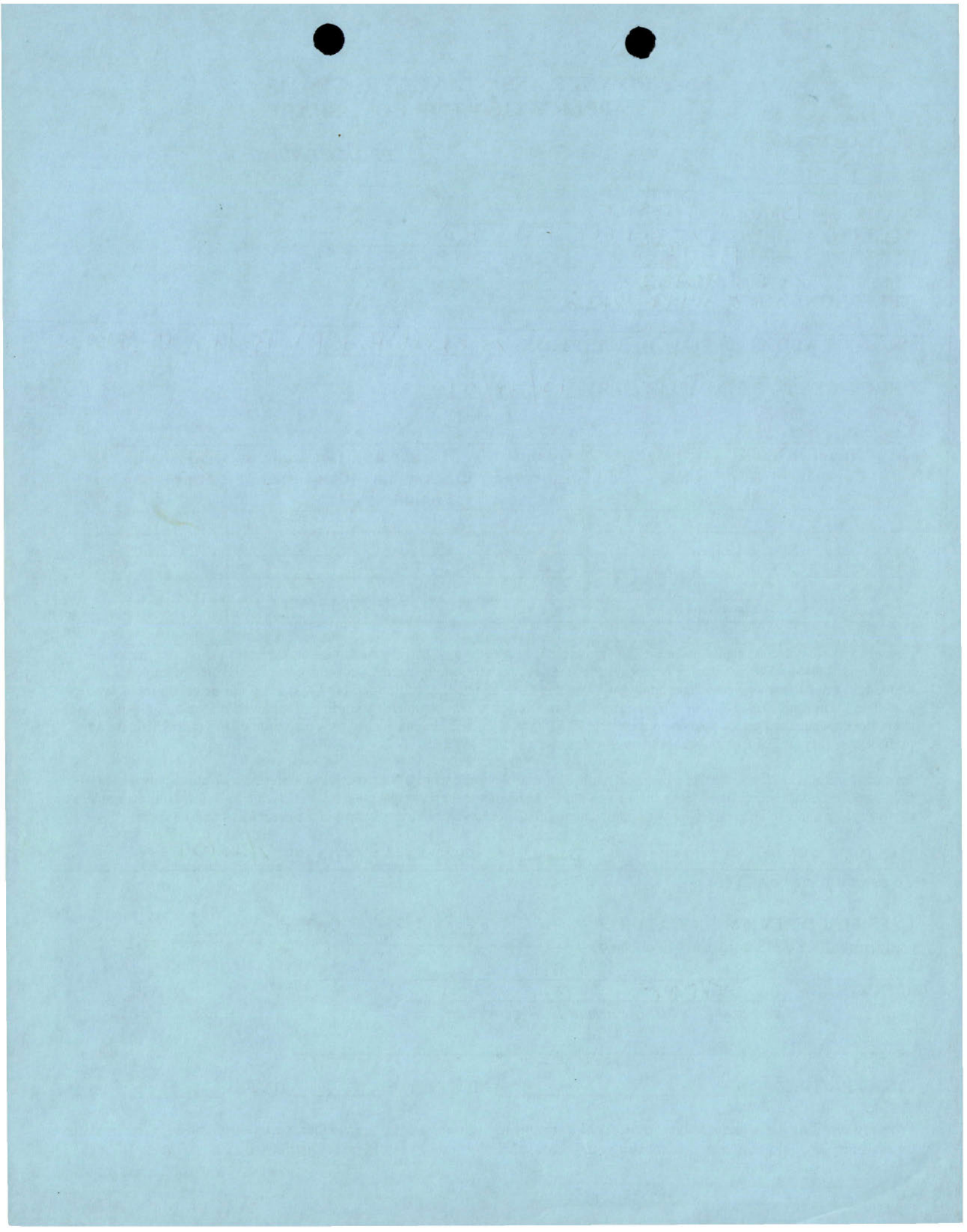
To be completed by CSFS:

CSFS FIELD REVIEW SIGNATURE: _____ DATE: _____
(Additional USFWS guidelines addressed)

PROGRAM: FLETP
See Form E for list of current LOA programs.

C/S APPROVED: _____ AMOUNT: \$ _____ DATE: _____

Program eligibility is without regard to race, color, religion, national origin, age, gender, sexual orientation, veteran status or disability. For more information contact your local Colorado State Forest Service District Office.



ACORD CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Colony Insurance Company	
INSURER B:	Pinnacle Assurance	41190
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Richard Wells CIC/RSW



©ACORD CORPORATION 1988

INDEPENDENT SERVICES CONTRACT

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

I. PARTIES:

Q073028

THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF COLORADO, HEREINAFTER REFERRED TO AS "UNIVERSITY" OR "CSU"
CONTACT NAME: Allen Owen
DEPARTMENT: Colorado State Forest Service
5060 CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-5060
TELE: 303-823-5774
FAX: 303-823-5768
EMAIL:alowen@lamar.colostate.edu

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

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 5-36895 and 5-32853; and

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

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

II. TERMS AND CONDITIONS OF THE CONTRACT

1. **Independent Contractor; Relationship of the Parties.** The parties aver that:
 - a. The Contractor is not subject to University's control as to the means and methods of accomplishing the work to be performed hereunder, but the University may specify and control the result to be accomplished including any specifications, standards, requirements and deliverables;
 - b. The Contractor selects its own customers or clients and is free to contract with others during the term of this Contract;
 - c. The Contractor, if a sole proprietor, represents and warrants that he/she has has not previously been an employee of the State of Colorado either as a temporary or permanent employee. **If "has" is checked, a statement setting forth the name of the agency or department in which the Contractor was employed, the last date of employment and the nature of the assigned duties must be provided on a separate sheet; and**
 - d. This Contract shall not be construed to create any partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the named Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

2. **Term.** This Contract shall commence on the Effective Date, which shall be the later of (1) the date it is signed by the State Controller or the Controller's authorized delegate; or (2) the following date: January 1, 2006 and shall terminate on July 1, 2006 unless sooner terminated as provided herein or extended by mutual written agreement of the parties. **Contractor expressly acknowledges and agrees that, pursuant to CRS 24-30-202 and the State Fiscal Rules, this contract is not**

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

3. **Payment Terms.**

a. **Check one box only:**

- i. **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of \$10,000 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- ii. **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed _____ and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

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

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

6. **Insurance Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. **Notices.** All notices required to be given under this Contract shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are set forth in Article I, Parties, herein above.
12. **Legal Authority.** The Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the contractor to its terms. The person(s) executing this contract on behalf of the contractor warrant(s) that such person(s) have full authorization to execute this contract.
13. **Non-Assignment.** Contractor shall not assign or subcontract any of its obligations under this contract without the advance written consent of University. Any unauthorized assignment shall be void. University shall have the right, but not the obligation to terminate this contract, without waiver of any other right or remedy, upon notice of Contractor=s assignment or subcontract in violation of this section.
14. **Binding effect.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.
15. **Entire Agreement.** This Contract including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Contract.
16. **Amendment.** No modification or amendment to this Contract shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
17. **Waiver.** The waiver by either party of a breach or violation of any provision of this Contract shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.
18. **Severability.** In the event that any provision of this Contract is held unenforceable for any reason, the remaining provisions of this Contract shall remain in full force and effect.
19. **Exhibits.** If checked, the following exhibits are attached, initialed by the signatories, and hereby made a part of this Contract:
 - Exhibit A: Scope of Work**
 - Exhibit B: Payment Provisions**
 - Exhibit C: Federal Funds Addendum**
 - Other: Project Area Map**
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

SPECIAL PROVISIONS

(Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

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

3. INDEMNIFICATION.

The Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

8. SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER

No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

9. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

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

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

Native Ecology, Inc.
Full Legal Name of Contracting Entity

84-1502031
Social Security Number or FEIN



Signature of Authorized Officer


CARRY CENNETI, PRESIDENT

Print Name & Title of Authorized Officer

Date Signed: 1-8-06

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

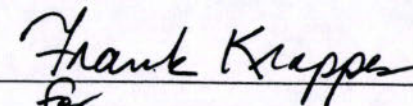
Attest (Seal)

By 

(Corporate Secretary or Equivalent)

STATE OF COLORADO:
BILL OWENS, GOVERNOR

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

By: 

for
Printed Name: John Utterback
Title: Director of Purchasing

APPROVED:
By: 

Dean or Department Head

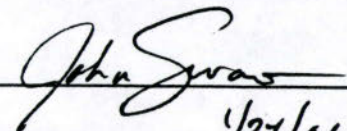
LEGAL SUFFICIENCY:
ATTORNEY GENERAL, STATE OF COLORADO
John W. Suthers

By: _____
Robert Schur
University Contracts Counsel

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

STATE CONTROLLER:
LESLIE M. SHENEFELT

By: 

Date: 1/24/06

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

Left Fork Unit 2

Project Location:

The 8 acre treatment is located approximately five miles west of Boulder, Colorado north of Left Fork Road. The treatment unit exists along the ridge top between and around 3 homes in the Mountain Pines/Mountain Meadows community. The treatment unit can be most easily accessed from Boulder by taking Colorado Highway 119 about 5 miles west to Sugarloaf Road, Sugarloaf Road north and west 3.5 miles to Mountain Pines Road, and Mountain Pines Road a half mile to Left Fork. Access and parking for the unit is approximately a half mile down Left Fork Road at the 595/605 Left Fork Road driveway.

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

Parcels: 3 parcels (1 BLM, 2 private)

Size of Practice: 8 acres

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

Estimated Duration: 6 months

Purpose:

The project has the following objectives:

- Reduce wildfire hazards for three homes in the Left Fork community.
- Use the ridgetop as a focal point for a shaded fuel break.
- Reduce wildfire hazards by greatly reducing tree densities, removal of ladder fuels, and modifying stand structure. Develop a much more open stand character.
- Improve forest health.
- Reduce future fuel loadings to reduce fire hazard.

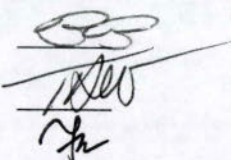
Project Schedule:

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than June 30, 2006. Work will proceed as agreed to by the contractor and CSFS forester with all work occurring to specifications throughout the identified area.

General Prescription/Target Stand:

The stand consists of a dense mix of ponderosa pine and Douglas-fir with scattered juniper. The treatment area is primarily setup on a flat ridgetop with slopes ranging from 0 to 30% with a majority of the area falling under the 0-5% range in slope. The remaining vegetation emphasis is to retain and manage healthy ponderosa pine and Douglas-fir in excess of 12 inches in diameter. Following the treatment, an average of 40 trees larger than 12" in DBH per acre will remain over the entire work site.

Initials:

Handwritten initials and signatures, including a large signature that appears to be 'CS' and another signature below it.

Agreement Specifications and Requirements

1. Felling Criteria

- a. Workers shall have sufficient skills and experience to properly perform the work according to federal and state regulations.
- b. The Contractor, upon written request from the State Forestry Representative, shall remove any operator who does not perform work to specifications.
- c. The Contractor shall designate in writing the person(s) who shall represent the Contractor on the project site.
- d. All trees felled will be cut to a stump height of less than 4-inches on the uphill side and severed completely. Stumps within 100 feet of homes will be cut to less than 3-inches.
- e. Felled trees must be limbed to a 3-inch or less top diameter.
- f. Soil/trail damage will be repaired by the Contractor at the discretion of Colorado State Forest Service (CSFS).
- g. Light on the land techniques will be practiced, including minimizing soil and rock disturbance and soil compaction; minimizing damage by equipment to remaining live trees; mitigating damage to staging, product storage and work areas; petroleum product spillage will be mitigated; and operation areas will be kept as clean as possible.
- h. On weekends there is to be no cutting or chipping before 9:00am without written permission of the landowners. Management activities *may* be restricted to weekdays only if problems (noise) arise with the adjacent homeowners in the area.
- i. The contractor must fell all trees marked with BLUE paint or as designated by the State Forestry Representative.
- j. The project area boundary has been marked with ORANGE flagging. Nearby landowners have identified a small number of additional leave trees and have tied PINK flagging around these blue painted trees. The contractor is not to cut these. The contractor is to ignore any RED or GREEN flagging as it is used by the landowner to identify corner pins. The contractor is not to cut any trees on property outside of the identified unit.
- k. All retained trees within the unit must be limbed up to a minimum of 6 feet from the ground or 1/3 the height of the tree (whichever is less).
- l. Large diameter dead standing trees (snags) that are not marked are to be protected unless they cause a safety concern to the contractor. In that case they may be cut and treated.
- m. All small diameter trees under 4 inches in diameter and all regeneration must be cut whether marked or not. The only exception to this objective is the retention of scattered individual healthy small diameter trees under 4 inches in diameter existing in large openings with 20 feet or more distance in relation to all other retained trees.

2. Yarding Methods/Criteria/Temporary Road Management

- a. Logs are to be pulled by hand to small piles throughout the unit. The goal is make the logs accessible for local landowners to use as firewood or fence posts but eliminate the need for skid machinery.
- b. The use of secondary roads will be allowed only during periods when the ground is dry to prevent excess damage to the roads. Equipment must be managed in order to minimize soil displacement

Exhibit B to Independent Services Contract

B-1

Initials:

Handwritten initials and signatures, including a large signature and several smaller initials.

3. Protection Measures/Fire Prevention Equipment/Safety

- a. At all times there will be one fire tool with every person and one fully operational fire extinguisher in every vehicle. Crew members will take immediate suppression actions if a fire occurs. The Contractor will be responsible for any fires if he or any of his agents or employees is found to be negligent. All chainsaws should have approved spark arrestors.
- b. Restore any road or skid trail to their pre-project condition. Restoration may include placing woody debris and slash on disturbed areas. Grass seeding may be required under this agreement if extensive resource damage occurs.
- c. The Contractor will take appropriate preventative measures to ensure that any spill of oil or oil products does not occur.

4. Removable Materials and Slash:

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

- a. Round Wood
 1. Round wood over 6 inches in diameter shall be set aside in accessible areas.
 2. Stacked boles must be well organized for easy extraction for landowners.
- b. Chipping
 1. All the slash less than six inches in diameter will be pulled to a chipper.
 2. That which is broadcast chipped back on the work site should be done to a maximum depth of 4" to ensure proper decomposition and nitrogen recycling.
- c. Lop and Scatter
 1. Small amounts of slash may be left on the forest floor. Scattered slash should not exceed 12 inches in depth, six feet in length, or cover more than 25% of the ground in a discontinuous pattern.
 2. All but 100 lineal feet per acre of dead and down existing material must be treated.

5. Mountain Pine Beetle & Ips Beetle Recognition and Prevention

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

Initials:

Handwritten initials and signature. The initials appear to be 'BB' and 'JL' written in a cursive style. There is a long horizontal line extending to the right from the top of the initials.

EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PAYMENT SCHEDULE

The contractor will be paid a total not to exceed \$10,000. Payments will be made upon inspection and approval of work completed to contract specifications. The contractor may request a maximum of two payments during the project implementation. One request may be submitted upon completion of half of the overall acreage. Final payment will be held until all work is completed as per the specifications shown in this contract's Exhibit A. The contractor may also opt to submit only one payment request for completion of the entire project.

Maximum invoice amount for each unit is as follows:

First Request: \$5,000
Second Request: \$5,000

Total - \$10,000

Invoices shall be submitted to:
Bob Bundy
Front Range Fuels Treatment Partnership Forester
Colorado State Forest Service
5625 Ute Highway
Longmont, Colorado 80503

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

Initials:

Handwritten initials and signature, including a large signature and a smaller signature below it.

EXHIBIT C TO INDEPENDENT SERVICES AGREEMENT

Federal Funds Addendum

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

1. Certification:

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

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

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

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

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

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

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

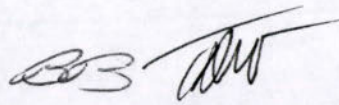
e. Subrecipient agrees to notify CSU immediately if there is any change of status in a., b., c., or d. above.

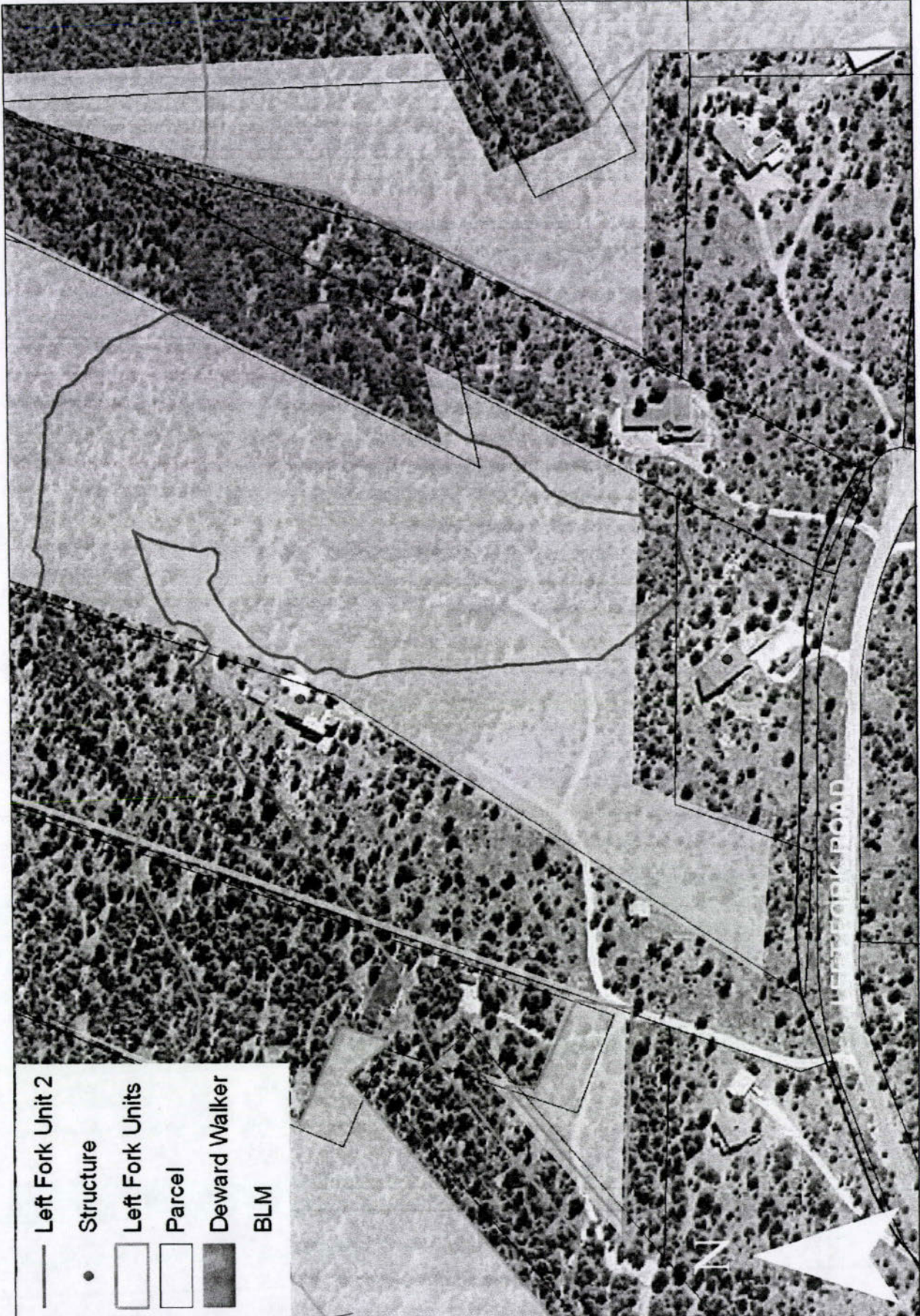
2. Availability of Funds:

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

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

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





BB *DLW*

Invoice

2/12/2006



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

Bill to:
Colorado State University Purchasing Dept. Fort Collins, CO 80523-6010

Date	Description	Amount
2/8/2006	Forest Mitigation - Left Fork Unit 2 PO# P320183	\$10,000.00
Total		\$10,000.00

CSFS ACCOUNTING REQUEST

CSFS #813
Revised 5/98

DATE: 3-2-06

TO: State Office Accounting

FROM: Robert A. Bundy
(signature of CSFS employee initiating request)

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

JOURNAL ENTRY/ACCOUNT TRANSFER:

Transfer \$ 2,500.00 Reason for transfer: _____

Amount initially pulled from wrong account # in contract

Document #: PO#-P320183 Invoice #: _____ FY 05-06

Vendor name: Native Ecology Inc.

Debit funding 536828-4550 Credit funding (536895-4550)
(Account-Subcode) (Account-Subcode)

Signature Robert A. Bundy Signature Rubel
(Account Manager) (Account Manager)

HOURLY PAYROLL/OVERTIME EXPENSE TRANSFER:

Transfer \$ _____ Reason for transfer: _____

Employee name: _____ PPE Date: _____

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

Signature _____ Signature _____
(Account Manager) (Account Manager)

CUSTOMER PAYMENT REFUND:

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

Received on CSFS Invoice # _____ FY _____

Name: _____

Address: _____

Reason for refund: _____