

To: Bob Bundy
Colorado State Forest Service

Bob here is the bid for the fuels break project along Escape route Road from Burly Tree Service. I haven't included a formal list of equipment but I plan to have 2 sawyers and 2 people on the skidding and chipping crew. We will be using a winch and a davit to suspend the logs during skidding. And we will have a chipper. Thanks for your consideration and I look forward to working with you soon.

Zach Landem Burly Tree Service

From: Burly Tree Service
Zach Landem
856 Klondike Eldora Co. 80466
303 931 1027

Bids for the Escape Route Road Fuels Break Project.

- Unit 1 (4.5 acres)

For this unit there are some special considerations. I.E. falling and skidding of trees on a very steep slope. To address the falling criteria all stumpage will be cut to 6" in height or less except for the trees within 100' feet of the homes which will be cut to a 3" stump height. All the trees marked with blue paint will be cut. Trees that are left in the unit will be limbed to 1/3 their height or 6' from the ground which ever is less. In order to address the soil disturbance issue, we will use a winch line strung over a davit set perpendicular to the hill. This will enable the trees to be skidded with the leading edges suspended from the ground. We will skid the fallen trees that are within 50' of the road as we chip them moving the chipper as we go. This will eliminate the need for a decking site and will also facilitate the broadcasting of the chips back onto the forest floor not exceeding a depth of 6". Proper signage will be used during this, and any phase of operations, warning traffic about the work zone ahead. Traffic will only be stopped for small amounts of time while we skid a few logs to the road side to be chipped. The road will in now way be blocked for more than a few minutes.

For the materials that are greater than 50' from the road side we will be hand skidding them in this area due to the lack of accessibility. All the materials greater than 50' from the road will be stacked in slash piles, directionally felled, or lopped and scattered. The former will be kept to a minimum. The slash piles in this area are restricted to 6 per acre we will not exceed this limit. We will also take care to make sure that they are located at least 75' from the road and placed in clearings at least 15' from other trees. As for the round wood over 6" on the down hill side we will fall directionally for erosion

control. On the uphill side we will deck the wood at the designated area for the home owner.

For any of the trees in which we find Mountain Pine Beetles (*Dendroctonus pini*) or Ips Beetles (*Ips scolytus*) we will send the portions up to 6" in diameter to the chipper. The remainder of the wood over 6" in diameter will be wrapped in plastic and solar treated or debarked as to your discretion.

The following is a list of the time allotted and the cost for treating this unit.

- Time to completion320 hours
- Cost of treatment.....\$9,750.00

Unit 2 (6.5 acres)

We will address this unit much the same as the first unit. Every thing with a 6" diameter or less within 50' of the road will be pulled out and the chips will be broadcast back into the unit. Due to the necessity of broadcasting the chips we will use the same chip and go strategy as we used in unit 1. Again we will follow the same prescription specifics as before.

- Fall all trees marked in blue
- Stump height of no greater than 6"
- Felled tree limbed to 3" top
- Logs will be skidded with the leading edge off of the ground. Logs will be moved to the chipper as we move it down the road preventing decking problems.
- Logs greater than 50' from the road will be directionally felled and moved to at least 75' from the road. The rest of the smaller material will be stacked in slash piles not exceeding 8' x 8' x 8' in size nor exceed 6 piles per acre as stated in the prescription. Some material may be lopped and scattered to compliment the contour felling.
- Time to completion.....384 hours
- Cost.....\$ 11,790.00

Unit 3 (13.5 acres)

In this unit we will be chipping every thing under 6" in diameter except in the 3 areas that are greater than 50' from an access road. In those 3 areas we will have only 3 wildlife piles per acre as defined in the prescription. All other material will be moved to the designated chipping sites and all material fallen over 6" in diameter will be stacked at the designated sites. Care will be taken regarding soil disturbance. No vehicles will leave the designated temporary roads. These roads will not be used in inclement weather.

- Time to completion..... 720 hours
- Cost..... \$22,200.00

Unit 4a (5 acres)

This unit is on the BLM land and will not be scheduled to start until after July 31st or with out prior approval from the Colorado State Forest. This unit will be treated much the same as unit 1. The secondary skid roads will be used to winch the large diameter material to the round wood decking sites. All materials 50' from the main road will be chipped up to 6" in diameter. We will not exceed 6 wildlife piles per acre and they will be located at least 75' from the road.

- Time for completion.....320 hours
- Cost.....5,950.00

Unit 4b (2.5 acres)

This unit also lies on BLM land and will not be started until after July 31st with the State Foresters permission. Everything to be felled under 6" in diameter will be chipped. Any excess round wood will be stacked in designated places. There will also be no lop and scatter in this unit. Every thing else will be done to the aforementioned standards.

- Time to completion..... 160 hours
- Cost.....\$3,900.00

CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

CSFS #805 (Rev. 4/93)

Date: 1-12-06	Requested by: Bob Bundy (CSFS)	Resale to:	CSFS Invoice #:
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Vendor: Zach Landem Burly Tree Service 856 Klondike Eldora, CO 80466 (PLEASE PROVIDE COMPLETE ADDRESS.)	Ship To: Colorado State Forest Service Boulder District 5625 Ute Highway Longmont, CO 80503 (PLEASE PROVIDE COMPLETE ADDRESS.)
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Reason for Vendor Selection: <input type="checkbox"/> Sole Source (attach completed Sole Source Justification form) <input type="checkbox"/> Previous Supplier <input type="checkbox"/> Other	Terms: As per attached Independent Services Agreement
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Shipping Instructions: <input type="checkbox"/> FOB Fort Collins, Colorado <input type="checkbox"/> FOB	Delivery Date: TBA, see contract	Deliver to: Initials _____ Bldg _____ Room _____ Phone _____
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#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total
1	532853	4550	1		Service Agreement - Forest Mitigation - BLM GNA	\$10,150	\$10,150
2							
3							
4							
5							
6							
7							
8							
9							
10							

SPECIAL INSTRUCTIONS: Contact CSFS - Boulder District upon issuance of a PO #	Expenditure Approval: Authorized Signature: Robert A. By Date: January 12, 2006	Subtotal: \$ 10,150 Discount: \$ TOTAL: \$ 10,150
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CSFS 820 (Revised 4/02)

INSTRUCTIONS: Make all purchases in the name of COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice for payment and forward to the State Office for processing. Payment will be mailed to address on vendor invoice, unless otherwise noted. Include Social Security Number if requesting payment to an individual. Authorized signature must be completed before payment can be processed.

Prepared By: Bob Bundy

Date Prepared: 11/14/05

Comments:

Resale to Cooperator:

CSFS Invoice #:

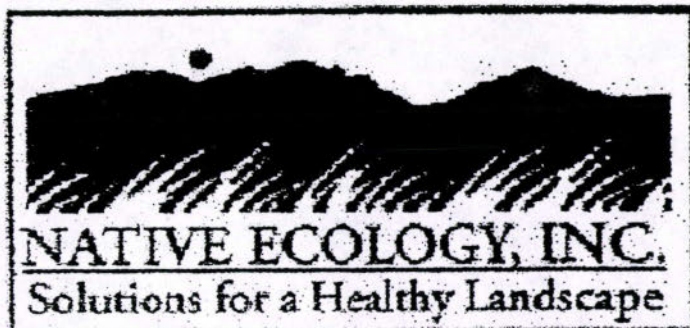
[illegible]

Payment Authorization:

Account Manager or Designee Signature

Date

Invoice



11/10/2005

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

Bill to:

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

Example
Only

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

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:
Burly Tree Service
TYPE OF BUSINESS: <u>Sole Proprietor</u>
STATE OF BUSINESS REGISTRATION: CO
BUSINESS ADDRESS: 856 Klondike
CITY, STATE, ZIP: Eldora, CO 80466
FEIN or TAX ID#: 32-0158397
CONTACT NAME: Zach Landem
DEPARTMENT: <u>N/A</u>
TELE: 303-931-1027
FAX: 303-258-3888
EMAIL:

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. 5-32853; 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: _____ and shall terminate on June 30, 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 \$10,150.00 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.

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

iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

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

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended, 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 Maps**
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

SPECIAL PROVISIONS

(Not for Use with Inter-Governmental Contracts)

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

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

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

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

3. INDEMNIFICATION.

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

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

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

5. NON-DISCRIMINATION.

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

6. CHOICE OF LAW.

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

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

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

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

8. SOFTWARE PIRACY PROHIBITION GOVERNOR'S EXECUTIVE ORDER

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

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

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

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:

Burly Tree Service

Full Legal Name of Contracting Entity

32-0158397

Social Security Number or FEIN

Signature of Authorized Officer

Print Name & Title of Authorized Officer

Date Signed: _____

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: _____

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: _____

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK
Fourmile BLM Escape Route Fuel Break Project

Project Location:

The 7.5 acre treatment is located approximately five miles west of Boulder, Colorado along Escape Route Road. The treatment unit exists along the southern end of Escape Route Road stretching between the communities of Mountain Pines/Mountain Meadows and Logan Mill. The treatment unit can be most easily accessed from Boulder by taking Colorado Highway 119 west to Sugarloaf Road, Sugarloaf Road north to Mountain Meadows Road, Mountain Meadows Road north to Arkansas Mountain Road, and Arkansas Mountain Road north to Escape Route Road on the top of the ridge.

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

Parcel Numbers: 7 parcels

Size of Practice: 7.5 acres

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

Estimated Duration: 2 months

Purpose:

The project has the following objectives:

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

Project Schedule:

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than 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 project involves a fuel treatment unit that stretches from the top of a ridge along a descending road. The fuel break is setup on a predominately north facing aspect with slopes ranging from 0 to 75%. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter. The fuel break will be thinned to between 300 and 500 feet wide following the main road depending on the influence of natural and man-made features.

Initials:

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

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

Agreement Specifications and Requirements

1. Felling Criteria

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

Initials:

- k. The project area boundary has been marked with flagging. The contractor is not to cut any trees on property outside of the identified units.
- l. The contractor must fell all trees marked with BLUE paint or as designated by the State Forestry Representative. BLUE painted markings primarily face away from the main road and homes.
- m. Notable trees of importance in defensible space zones or trees used to locate legal section corners within the unit are marked by a CSFS or BLM representative with pink tape. These trees are to be retained and protected as leave trees.
- n. All retained trees within the unit must be limbed up to a minimum of 6 feet from the ground or 1/3 the height of the tree (whichever is less).
- o. Large diameter dead standing trees (snags) that are not marked are to be protected unless they cause a safety concern to the contractor. In that case they may be cut and treated.
- p. 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 will be skidded to only pre-approved landings and decks only, which are subject to modification. (See attached map)
- b. Contractors must use only the secondary trails existing on the unit map. No other trails may be created without the approval of the CSFS.
- c. The use of secondary roads will be allowed only during periods when the ground is dry to prevent excess damage to the roads. Equipment must be managed in order to minimize soil displacement
- d. Equipment must be capable of suspending the leading end of logs from the ground during any yarding operation.
- e. Further details on felled material is included in the section descriptions below.

3. Protection Measures/Fire Prevention Equipment/Safety

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

Initials:

4. Access

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

5. Removable Materials and Slash:

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

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

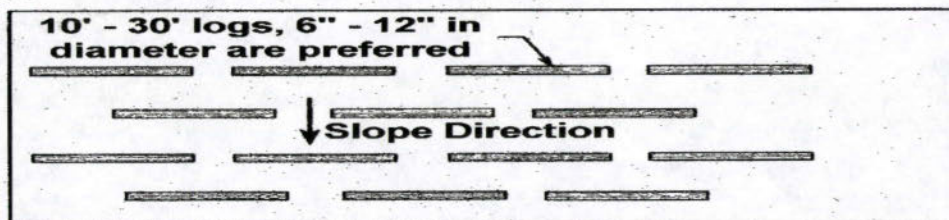


FIGURE 1 - Theoretical Pattern for Contour Tree Felling

Initials:

b. Round Wood

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

c. Chipping

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

d. Slash Piles

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

e. Lop and Scatter

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

Initials:

6. Protection of Natural and Developed Resources

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

7. Mountain Pine Beetle & Ips Beetle Recognition and Prevention

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

8. Treatment Unit Specifications

Within each of the sections, all of the above criteria applies. The specifications below further detail how the materials are to be treated in each section.

- a. Unit A (4.2 acres)
 1. Small diameter material under 6 inches in diameter and within 50 feet of the road on both the uphill and downhill side must be broadcast chipped off of the road.
 2. On both sides of the road all material beyond 50 feet of the road and not contour felled must be piled or lopped and scattered. There is a maximum of 6 wildlife piles allowed per acre and piles must be at least 75 feet of the road.
 3. Excess large diameter round wood over 6 inches in diameter should be stacked along the road or on the trail below the section. This round wood will be made available to a local landowners.
- b. Unit B (3.3 acres)
 1. In this section, chip everything under 6 inches in diameter into piles along the trails.
 2. Stack all 6 inch or greater diameter large round wood in designated places (see map).
 3. There is to be no wildlife piles or lop and scatter done in the unit.

Initials:

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

The contractor (Burly Tree Service) will be paid a total not to exceed \$10,150. Payments will be made upon inspection and approval of work completed to contract specifications. Payment requests may be submitted upon completion of all required work in each of the two project units. Maximum invoice amount for each unit is as follows:

Unit A - \$5,000

Unit B - \$5,150

Total - \$10,150

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

Invoices shall be submitted to:

Bob Bundy

Front Range Fuels Treatment Partnership Forester

Colorado State Forest Service

5625 Ute Highway

Longmont, Colorado 80503

303-823-5774

303-823-5768 (Fax)

rbundy@lamar.colostate.edu

Initials:

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:

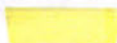

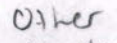
This contract is subject to and contingent upon the continuing availability of Federal funds for the purposes hereof. The parties hereto expressly recognize that the contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State [by the United States Department of _____] 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.



0 250 500 1,000 Feet

-  - BLM land
-  - BLM unit but private land
-  - Deward Walker Land

Escape Route
Fourmile FPD

MEMORANDUM

Date: August 22, 2006

To: CSU Purchasing

From: Bob Bundy, CSFS Forester

Subject: Contract P320221 Burley Tree Service

The CSFS – Boulder District would like to officially close the contract for Burley Tree Service (P320221). The contractor was paid \$3,000 of the original contract amount of \$10,150. I will not authorize any additional payment to the contractor. Please close out the contract. I also recommend barring the contractor from any future state contracts or bidding process.

The contractor:

- Failed to complete the project in the allotted timeframe, even after receiving a contract rewrite due to extensive time in finalizing their insurance requirements.
- The contractor was difficult to contact and at times unresponsive to many attempted contacts via telephone and email.
- The portion of the project, that was completed, was not done to the full requirements outlined in the contract scope of work.
- The relatively small project could have been completed easily in around one month, but took over a year from the initial time of the contract presentation to the contractor, to the final contract end date. Weather and site conditions had nothing to do with the extensive time in fulfilling requirements.
- The CSFS representative offered the contractor numerous solutions for issues regarding the timely completion of the project. None of the issues were attended to properly by the contractor.

In summary, the contractor failed to complete the scope of work in the allotted time frame after multiple CSFS attempts for resolution. Please officially close the contract, and I recommend disallowing this contractor access to bidding any future projects.

Sincerely,

Robert A. Bundy

Bob Bundy
Fuels Treatment Partnership & Wildfire Mitigation Forester
Colorado State Forest Service - Boulder District
5625 Ute Highway
Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax
rbundy@lamar.colostate.edu

To: Zack Landem
From: Bob Bundy (CSFS)

I will come out on site on this Friday (June 30, 2006) for a final inspection of the project area. As per our contract and the encumbered budget, the project must be completed by no later than June 30, 2006. I have attached a list of contractors who have chipping services that you may choose to call if you need some assistance in meeting the contract specifications (One version in Xcel, one version in Notepad). Today I talked with Malcolm Oliver with Magnolia Tree Services. Malcolm said he may be able to get a chipper on site very soon to assist with the project. His cell phone number is (303)718-1621.

While I am out on Friday, I will look specifically at the following items:

- All trees marked with BLUE paint must be treated.
- Stump height must be cut to less than 6-inch on the uphill side.
- 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).
- All small diameter trees under 4 inches in diameter and all regeneration must be cut whether marked or not.
- All contour logs must be setup with less than 300 lineal feet of boles per acre.
- Chips must be broadcast to a maximum depth of 6".
- Scattered material must not exceed 12 inches in depth, six feet in length, or cover more than 50% of the ground.
- There is only 6 wildlife piles allowed per acre that must be no larger than 8ft wide x 8ft long x 8ft high, 15 feet away from residual trees, and 75 feet away from the main road.

Please review the Scope of Work (SOW) to ensure all agreed to specifications will be met, and for additional information on specific items above. Please note that payments will be made upon inspection and approval of work completed to contract specifications.

Thanks.

Bob Bundy
Fuels Treatment Partnership & Wildfire Mitigation Forester
Colorado State Forest Service - Boulder District
5625 Ute Highway Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax
rbundy@lamar.colostate.edu

Burley Tree Service Escape Route Project Timeline

5-18-05 Project Bidding/Field Tour (project divided into 5 units for bidding)
6-03-05 Project Bids due to local CSFS office
6-??-05 Bid Review within Boulder District & Fourmile FD
We chose two contractors for the project. We took the cheapest bidder on
3 private units (Native Ecology - \$17,500 for treatment on 23.75 acres)
and the overall cheapest bidder for the 2 BLM units (Burly Tree
Service - \$10,150 for treatment on 7.5 acres).
6-??-05 Contractor notified (via voicemail) of contract award
6-??-05 Contract (with 12-31-05 termination date) sent to contractor with
expectation of the necessary signatures and provision of proper insurance
requirements documented
?-??-05 Contract signed and partial insurance requirements met, documents sent to
CSU for processing. All Burly Tree Service contract insurance
requirements were not met and the contract is never made official. Six
months go by as we try to get the proper insurance requirements met.
12-??-05 Insurance requirements met, CSU requests a new contract to be created
with new beginning and expiration dates.
1-??-06 CSFS district office drafts replacement contract with termination date
change of 6-30-06.
1-13-06 Zack Landem signs contract, proof of insurance is not done properly
2-02-06 Burly Tree Service auto (and all other) insurance requirements met
2-06-06 CSU signs contract for work on private land making it official. Burly Tree
Service receives copy of contract soon after.
2-??-06 Telephone discussion occurs between Project Administrator and Zack
Landem before his trip to Hawaii. We discussed project expectations and
timeline.
2-??-06 Zack Landem goes to Hawaii to work on another job.
3-07-06 Contract Administrator meets with new Burly Tree Service representative
on site. Most of the cutting is completed, no chipping is done and minor
contract specifications are not met throughout treated area. Burly Tree
Service is to continue working and send in initial invoice within a week.
No invoice is received by the CSFS.
4-07-06 Site inspection of Burly Tree Service project, no progress made since visit
on 3-07-06.
4-??-06 Lucas Leffler contacts CSFS district and discusses the need to acquire an
initial payment to assist with rental of a chipper in order to progress on
project. Lucas, the Burly Tree Service representative, expresses an urgent
need for a payment to also assist with covering debts to personal
commitments.
4-24-06 Burly Tree Service completes \$3,000 invoice with expectations that area
that was cut will be chipped in the next couple weeks.
5-11-06 Initial payment of \$3,000 authorized by CSFS district office and sent to
CSU. CSU then makes a payment to Burly Tree Service (Zack Landem)
who supposedly then makes a payment to his employee (Lucas Leffler).

5-??-06 Zack Landem returns from Hawaii, has a discussion with CSFS representative about expectations/timeline.

6-28-06 Zack Landem contacts CSFS Boulder office and states that work cannot be completed on time because the chipper they had planned on using will be in the shop for repairs until July 10, 2006 (beyond the contract date). Email with a list of local contractors that own chippers is sent to Zack Landem's girlfriend's email around 10pm (late email sent due to internet problems at the CSFS office). Email also contains list of scope of work items from contract that will be looked at specifically at final inspection.

6-30-06 Contract Completion Date
Final Field Inspection at 3pm – face to face meeting
Project approximately half done, downed wood scattered throughout unit. Determined that crew would complete work for the day to be eligible to receive a second/final payment. Zack Landem would look into way for work to get completed. Extending contract was not an option. Final Invoice was to be received by CSFS by 7-06-06.

7-06-06 Field visit – nothing more accomplished, Invoice for work due. Contractor not present at site, and contractor did not contact Project Administrator.

7-07-06 Call to Zack Landem to determine whereabouts, no return phone call

7-12-06 \$3,000 invoice received at Boulder District office, no phone call or letter explaining invoice.

Other dates of note regarding contractor who had more acreage

6-25-05 Other contractor signs contract for units on private land
CSU reviews contract, CSFS district office works with contractor to get proper insurance forms in order.

8-02-05 CSU signs contract for work on private land making it official

11-14-05 Final payment made and all work completed on 23.75 acres.

1-24-06 Native Ecology starts second contract nearby for 8 acres

2-13-06 Native Ecology completes 8 acres and payment closed.

alowen

From: Bob Bundy [rbundy@lamar.colostate.edu]
Sent: Monday, July 10, 2006 3:37 PM
To: vheady@lamar.colostate.edu
Cc: Allen Owen
Subject: RE: P320221 Burley Tree Service

Valerie,

Burley Tree Service has not and will not complete the contract. They had plenty of time, but fell well short. I was considering giving them a small portion of the remaining funds for the work that was completed, but I didn't even get a returned phone call. They had ample opportunity and warning to get the job done. In other words, they skipped town and now we have \$7,150 (of the original \$10,150) remaining for the project. I will not authorize any other payment to them at this point. Please close out the contract. If I need to sign any paperwork I would be happy to do so, but I can guarantee I will not be able to tie down the contractor to have him fill out or send any confirmation of project cancellation.

I plan to use our cheap county crew to finish the cutting, then use another contractor to complete the remaining chipping (will be less than \$3,000).

Thanks Valerie.

Another slap on the wrist for going with the cheap contractor, but we'll get the project done eventually.

Bob Bundy
Fuels Treatment Partnership & Wildfire Mitigation Forester
Colorado State Forest Service - Boulder District
5625 Ute Highway Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax
rbundy@lamar.colostate.edu

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

From: Valerie Heady [mailto:vheady@lamar.colostate.edu]
Sent: Wednesday, June 21, 2006 10:27 AM
To: 'Bundy,Robert Allen (EID)'
Subject: P320221 Burley Tree Service

7/19/2006

Bob, thought this info may apply to your contract with Burley if he does not complete the work on time. Questions, please let me know, Thanks Valerie

From: Valerie Heady [mailto:vheady@lamar.colostate.edu]
Sent: Wednesday, June 21, 2006 9:02 AM
To: 'LaFollette,Kathi'
Subject: RE: P318343 Colo Dept of Correction

thanks, will pass on to Kristin who will contact Jack to get this completed. Valerie

From: LaFollette,Kathi [mailto:Kathi.LaFollette@Purchasing.ColoState.edU]
Sent: Wednesday, June 21, 2006 8:23 AM
To: vheady@lamar.colostate.edu
Cc: Swaro,John
Subject: RE: P318343 Colo Dept of Correction

An emailed confirmation would provide an electronic signature source and be useable for cancellation of a PO &/or contract for this purpose.
Thank you – probably want to do this very soon prior to FY end.

Kathi LaFollette
Purchasing Agent
365 Aylesworth Hall
Colorado State University
Fort Collins, CO 80523-6010
Phone (970) 491-0763
Fax (970) 491-5523
kathi.lafollette@purchasing.colostate.edu

From: Valerie Heady [mailto:vheady@lamar.colostate.edu]
Sent: Tuesday, June 20, 2006 4:32 PM
To: Swaro,John
Cc: LaFollette,Kathi
Subject: P318343 Colo Dept of Correction

Good afternoon, this contract will not be able to be completed due to lack of personnel and the fire season. So, can Jack email the acknowledgement of inability to complete contract or does it need to be original letterhead? Thanks

7/19/2006

Valerie

7/19/2006

Burly Tree Service
856 Klondike
Eldora Co.
80466

June 30, 2006

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

Re. Bill for Fuels Treatment Project on Escape Route Road

Unit A \$ 3,000

Total \$ 3,000

alowen

From: Valerie Heady [vheady@lamar.colostate.edu]
Sent: Monday, June 19, 2006 1:14 PM
To: rbundy@lamar.colostate.edu
Cc: 'Allen Owen'
Subject: RE: Burley Tree Service P320221

Bob, that would be correct. V

From: Bob Bundy [mailto:rbundy@lamar.colostate.edu]
Sent: Monday, June 19, 2006 10:12 AM
To: vheady@lamar.colostate.edu
Cc: Allen Owen
Subject: RE: Burley Tree Service P320221

Valerie,

The contractor has not completed the work yet. I'm not comfortable in paying them anything more right now. In a way, I hope that they default on the rest of the contract so I can use a cheap county crew to clean up the mess the contractor made. However, they still have 12 days to finish and could easily get the project done in a few days if they actually took the time to try to complete it. I'll keep you posted.

I'm assuming they have until midnight on June 30 to get everything done to my specs.

Bob Bundy
Fuels Treatment Partnership & Wildfire Mitigation Forester
Colorado State Forest Service - Boulder District
5625 Ute Highway
Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax
rbundy@lamar.colostate.edu

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

From: Valerie Heady [mailto:vheady@lamar.colostate.edu]
Sent: Friday, June 16, 2006 4:54 PM
To: 'Bundy,Robert Allen (EID)'

7/19/2006

Cc: Melanie L. Moorman

Subject: Burley Tree Service P320221

Hi there, this contract expires June 30, 2006. We have to date only paid \$3k of the \$10,150.00 contracted for. Will we be getting more invoices before the end of the FY? If not is this a completed contract? Please let me know the status.
thanks Valerie

7/19/2006



Knowledge to Go Places

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

October 5, 2005

Dear Valerie,

I have enclosed four copies of a Boulder BLM Good Neighbor Contract, the actual Assistance Agreement, and an 805. It has been over a month since I have received this agreement and I have not heard back on an account number nor received a blue sheet. The copies of the contract are completely filled out other than the "Account" or "Fund No." on the first page. The 805 does not have this account number in there either.

Could you please attach the account number as you get it and continue to process the contract. Although this contract will be active until 6-30-06, the agreement is good until 9-30-06. I imagine the budget will be good until then as well. I would like to get this contract finalized as soon as possible to allow the contractor enough time to complete the project. Please note that this contract only encumbers \$10,150 of the \$29,000 agreement. I plan to complete a separate contract for \$18,850 before the end of the year.

Please call me if you have any questions. I imagine that the account number for the Boulder BLM GNA will be coming out very soon.

Thank you for your assistance.

Bob Bundy
CSFS – Boulder
303-823-5774
303-823-5768
rbundy@lamar.colostate.edu

CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

CSFS #805 (Rev. 4/93)

Date: 10-5-05		Requested by: Bob Bundy (CSFS)		Resale to:		CSFS Invoice #:	
Vendor: <u>Zach Landern</u> <u>Burly Tree Service</u> <u>856 Klondike</u> <u>Eldora, CO 80466</u> <small>(PLEASE PROVIDE COMPLETE ADDRESS.)</small>				Ship To: <u>Colorado State Forest Service</u> <u>Boulder District</u> <u>5625 Ute Highway</u> <u>Longmont, CO 80503</u> <small>(PLEASE PROVIDE COMPLETE ADDRESS.)</small>			
Reason for Vendor Selection: <input type="checkbox"/> Sole Source (attach completed Sole Source Justification form) <input type="checkbox"/> Previous Supplier <input type="checkbox"/> Other				Terms: <u>As per attached</u> <u>Independent Services Contract</u>			
Shipping Instructions: <input type="checkbox"/> FOB Fort Collins, Colorado <input type="checkbox"/> FOB			Delivery Date: <u>TBA, see contract</u>		Deliver to: Initials _____ Bldg _____ Room _____ Phone _____		
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total
1		4550	1		Service Agreement - Forest m.tigation - BLM-GNA	\$5,000	\$5,000
2		4550	1		" " "	\$5,150	\$5,150
3							
4							
5							
6							
7							
8							
9							
10							
SPECIAL INSTRUCTIONS: <u>Contact CSFS - Boulder District</u> <u>upon issuance of a PO#</u>					Expenditure Approval: Authorized Signature: <u>Robert A. By</u> Date: <u>October 5, 2005</u>		Subtotal: \$ <u>\$10,150</u> Discount: \$ _____ TOTAL: \$ <u>\$10,150</u>

CO-WEST SOUTH METRO
DBA
ALL LINES INSURANCE AGENCY
303-841-8970
FAX: 303-841-8765
WWW.ALLLINESINSURANCECOLORADO.COM

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
Bob Bundy	Denny Brodsack
COMPANY	DATE
State of Colorado	1-12-06
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
303 823 5768	
PHONE NUMBER	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
Certificate of Insurance	Burly Tree Service

X URGENT X FOR REVIEW ☐ PLEASE ENDORSE X PLEASE REPLY

NOTES/COMMENTS:

PO BOX 3857
PARKER, CO. 80134

REQUEST FOR PAYMENT

CSFS #820

INSTRUCTIONS: Make all purchases in the name of COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice for payment and forward to the State Office for processing. Payment will be mailed to address on vendor invoice, unless otherwise noted. Include Social Security Number if requesting payment to an individual. Authorized signature must be completed before payment can be processed.

Payment To: Boulder County Finance Division - A/R Prepared By: Bob Bundy Date Prepared: 1-29-07

Comments: Remit Address on invoice

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for Fuels Reduction				
Mitigation Services on Escape				
Route (Upper & Lower) Cutting Unit	\$3,000	5-32853	4550	
INVOICE # 31157				

Payment Authorization:

\$3,000.00

Robert A. Bundy
Account Manager or Designee Signature

1-29-07
Date



REMIT TO: BOULDER COUNTY FINANCE DIVISION - A/R
PO BOX 471
BOULDER CO 80306

Invoice	
NUMBER 31157	
DATE 17-JAN-07	PAGE 1 of 1
CUSTOMER # 1124	SITE LONGMONT (

BILL TO:

Attn: Accounts Payable
COLORADO STATE FOREST SERVICE
C/O ALAN OWEN
5625 UTE HWY
LONGMONT CO 80503-9130

SHIP TO: COLORADO STATE FOREST SERVICE
C/O ALAN OWEN
5625 UTE HWY
LONGMONT CO 80503-9130

TERMS		DUE DATE	FUND
IMMEDIATE		17-JAN-07	001-General Fund

ITEM NO.		QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Invoice Sheriff Wildland Fire Task Force Mitigation	1	3,000.00	3,000.00

For questions regarding this invoice, please call Susan Martinez at (303) 441-3679.

SUBTOTAL	TAX	S & H	TOTAL
3,000.00	0.00	0.00	3,000.00 Currency: USD

WHITE - ORIGINAL

YELLOW - REMITTANCE

ORCHID - FINANCE

BLUE - DEPARTMENT



206 PEARL STREET
BOULDER, CO 80302
303-443-7520

Page: 1
RENTAL RETURN INVOICE

Job site

BOULDER COUNTY SHERIFF
1777 6TH ST
BOULDER, CO 80302

C#: 303-441-3625 J#: 303-441-3625

Customer

BOULDER COUNTY SHERIFF
1777 6TH ST
BOULDER, CO 80302

Customer.... 1005260320
Invoice #... 60866773-001
Invoice date 11/13/06
Data out.... 11/11/06 7:30 AM
Date in..... 11/13/06 7:42 AM

Job Loc..... SAME
Job No.....
P.O. #.....
Ordered By..
Written by.. URB85DC
Salesperson. 99
Terms..... Due Upon Receipt

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 951978
DALLAS, TX 75395-1978

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	CHIPPER 12"	300.00	300.00	1200.00		300.00
	864803 Make: VERMEER Model: BC1000XL Ser #: 1VRY1119961007504					
	HR OUT: 124.50 HR IN: 137.60 TOTAL: 13.10					
					MIL CHG	95.63
SALES	ITEMS:					
Qty	Item number	Stock class	Unit		Price	Amount
1	SMM	MCI	EA		7.913	7.91
	SMM FER					
1	RNV	MCI	EA		1.890	1.89
	ENVIRONMENTAL CHARGE					

PAYMENT HISTORY

DATE	TYPE	REF #	AUTH #	TRANS TYPE	AMOUNT	APPLIED
10/16/06	PAY ON RETURN					
11/11/06	MASTERCARD	**9425	037082	DELETED		
11/13/06	MASTERCARD	**9425	005715	CHARGED		497.76

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer. X

Ordered by renee
drew 303-579-1199
2 day charge from sat to tues morn

Sub-total: 405.43
Rental protection: 55.39
Tax: 36.94
Total: 497.76
Balance paid: 497.76

Removed
11/17/06

Act #
532853
(bob)

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE! Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts () Customer Declines ()

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays. (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE DATE NAME PRINTED DELIVERED BY DATE

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



LOCATION #B86
06 PEARL STREET
BOULDER, CO 80302
303-443-7520

RENTAL RETURN INVOICE

Page: 1

BOULDER COUNTY SHERIFF
1777 6TH ST
BOULDER, CO 80302

C#: 303-441-3625 J#: 303-441-3625

BOULDER COUNTY SHERIFF
1777 6TH ST
BOULDER, CO 80302

Customer.... 1005260320
Invoice #... 60866773-001
Invoice date 11/13/06
Date out.... 11/11/06 7:30 AM
Date in..... 11/13/06 7:42 AM

Job Loc..... SAME
Job No.....
P.O. #.....
Ordered By..
Written by.. URB85DC
Salesperson. 99
Terms..... Due Upon Receipt

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 951978
DALLAS, TX 75395-1978

Qty	Equipment #	Min	Day	Week	4 Week	Amount
1	CHIPPER 12"	300.00	300.00	1200.00		300.00
	864803 Make: VERMEER Model: BC1000XL Ser #: 1VRY1119961007504					
	HR OUT: 124.50 HR IN: 137.60 TOTAL: 13.10					
					MIL CHG	95.63
SALES	ITEMS:					
Qty	Item number	Stock class	Unit		Price	Amount
1	SMM	MCI	EA		7.913	7.91
	SMM FEE					
1	ENV	MCI	EA		1.890	1.89
	ENVIRONMENTAL CHARGE					

PAYMENT HISTORY

DATE	TYPE	REF #	AUTH #	TRANS TYPE	AMOUNT	APPLIED
10/16/06	PAY ON RETURN					
11/11/06	MASTERCARD	**9425	037082	DELETED		
11/13/06	MASTERCARD	**9425	005715	CHARGED		497.76

Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer. X

Ordered by renee
drew 303-579-1199
2 day charge from sat to tues morn

Sub-total: 405.43
Rental protection: 55.39
Tax: 36.94
Total: 497.76
Balance paid: 497.76

Removed
11/17/06

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is not a government mandated charge.
FUEL: Fuel charges do not include federal, state or local fuel excise taxes.

OPTIONAL RENTAL PROTECTION PLAN: **THE RENTAL PROTECTION PLAN IS NOT INSURANCE!** Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft listed under The Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. **Customer Accepts ()** **Customer Declines ()**

READ BEFORE SIGNING: United hereby leases to Customer the Equipment (as defined in the Terms and Conditions on the reverse side) and Customer hereby accepts all **TERMS AND CONDITIONS** listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) Optional Rental Protection Plan charge is 14% of the total rental charge for covered equipment; (3) **Customer pays for all time the Equipment is out, including Saturdays, Sundays and Holidays.** (4) This rental agreement supersedes all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (5) Customer assumes all risk and is responsible for all damages and other costs, including late charges. Details of the above as well as other obligations and responsibilities are contained in the **TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.**

X

CUSTOMER SIGNATURE _____ DATE _____ NAME PRINTED _____ DELIVERED BY _____ DATE _____

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.



2206 PEARL STREET
BOULDER, CO 80302
303-443-7520

CREDIT MEMO

Page: 1

Job Site

BOULDER COUNTY SHERIFF
1777 6TH ST
BOULDER, CO 80302

C#: 303-441-3625 J#: 303-441-3625

Customer

BOULDER COUNTY SHERIFF
1777 6TH ST
BOULDER, CO 80302

Customer.... 1005260320
Invoice #... 60866773-002
Invoice date 11/17/06
Date out.... 11/17/06 4:56 PM
Date in..... 11/17/06 4:56 PM

Job Loc..... SAME
Job No.....
P.O. #.....
Ordered By..
Written by.. UNBSDC
Salesperson.. 99
Credit Inv.. 60866773-002

PLEASE REMIT PAYMENT TO:
UNITED RENTALS NORTHWEST, INC.
PO BOX 951978
DALLAS, TX 75395-1978

Qty	Equipment #	Min	Day	Week	4 Week	Amount
PAYMENT HISTORY						
DATE TYPE						
10/16/06	PAY ON RETURN	REF #	AUTH #	TRANS TYPE	AMOUNT	APPLIED
11/11/06	MASTERCARD	**9425	037082	DELETED		
11/13/06	MASTERCARD	**9425	005715	CHARGED		
11/17/06	MASTERCARD	**9425		CREDITED		
Cardmember acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth by the cardmember's agreement with the issuer. X					497.76	36.94-
Ordered by renee drew 303-579-1199 2 day charge from sat to tues morn					Tax:	36.94-
					Total:	36.94-
					Amount refunded:	36.94

*ENVIRONMENTAL CHARGE: The items indicated above are subject to an environmental charge which is designed to recover the company's direct and indirect expenses for the handling, managing and disposing of waste products, hazardous materials, and related administrative costs. This is NOT a government mandated charge. Full charges do not include federal, state or local fuel taxes.

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. Upon accepting the Optional Rental Protection Plan, the Customer agrees to pay a charge equal to 14% of the rental charges on Equipment Customer wants covered by the Rental Protection Plan. In return, as set out on the back page, United agrees to waive certain claims for accidental damage to such covered Equipment occurring during normal and careful use. Customer remains liable for all damages and loss due to theft under the Rental Protection Plan provisions in the Terms and Conditions on back page, including Customer's negligence. Customer Accepts [] Customer Declines []

READ BEFORE SIGNING: United hereby leases to Customer the Equipment as defined in the Terms and Conditions on the (reverse side) and Customer hereby accepts all TERMS AND CONDITIONS listed in this rental agreement, including the Terms and Conditions set forth on the reverse side, which the undersigned has read and understands. REMINDERS: (1) Rates do not include fuel or delivery; (2) rental equipment, supplies and all other purchase orders or terms and conditions contained in any of Customer's agreements or forms; (3) Customer assumes all risk and is responsible for all damages and other costs, including loss charges. Details of the above as well as other obligations and responsibilities are contained in the TERMS AND CONDITIONS ON REVERSE. THE INDIVIDUAL SIGNING BELOW AS OR ON BEHALF OF CUSTOMER: (1) AGREES TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS RENTAL AGREEMENT, (2) ACKNOWLEDGES RECEIPT OF THE EQUIPMENT IN GOOD WORKING ORDER AND, (3) IS FULLY FAMILIAR WITH ITS OPERATION AND USE.

X

CUSTOMER SIGNATURE	DATE	NAME PRINTED	DELIVERED BY	DATE
--------------------	------	--------------	--------------	------

A LARGER FONT COPY OF THE TERMS AND CONDITIONS IS AVAILABLE UPON REQUEST.

Melanie

From: <acardsu@delta.acns.ColoState.EDU>
To: <melmoor@lamar.colostate.edu>
Sent: Tuesday, November 28, 2006 11:39 AM
Subject: Daily Acquisition Card Transactions

MELANIE MOORMAN, your Acquisition Card account has been charged with the following transactions on 11/21/06.

TranID TranDate Merchant..... Amount..... POS.....

574658 11/17/06 UNITED RENTALS #D10 -36.94 B86-60866773-002

CARDHOLDER - You are responsible to:

- REVIEW the charges to make sure they are your transactions.
- NOTIFY your reallocator of the FRS account and subcode to charge.
- ENSURE merchant documentation is complete, and given to your reallocator.
- REPORT a lost or stolen card IMMEDIATELY to JP Morgan Chase at 1-800-316-6056.
- REFER to the Cardholder handbook for complete instructions at:
<http://www.purchasing.colostate.edu/pdf/acuserhdbk.pdf>

REALLOCATOR - You are responsible to:

- REALLOCATE transactions on-line from the default account and subcode (as necessary).
- INFORM the department Approver of transfer or termination.
- ASSIST Approvers, as needed, to ensure the integrity of the ACARD program.
- REFER to the Reallocator handbook for complete instructions at:
<http://www.purchasing.colostate.edu/pdf/realhdbk.pdf>

Please do not respond directly to this automatically generated email. If you have any questions, call the Acard Help Desk at 491-5752 or email ACARD@purchasing.colostate.edu for assistance.

11/28/2006

FILE COPY

776680

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

Date Requested: 10/17/06

V NATIVE ECOLOGY INC
E P O BOX 976
N NEDERLAND CO 80466
D
O
R

S COLORADO STATE UNIVERSITY
H CENTRAL RECEIVING
I REFERENCE DOCUMENT NUMBER: AFE 776680
P FORT COLLINS CO 80523-6011

Contact: BOB BUNDY
Phone: (970)491-6303
Department: CO State Frst Svc

TO:

Item #	Description	Qty	UOM	Unit Price	Extension	Acct #	Sub	User
1)	BLM CHIPPING WORK PER INVOICE DATED 9/29/06	1	LOT	1250.0000	1250.00	532853	4550	
TOTAL:					\$1,250.00			

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

SIGNATURE

DATE

CSFS 820 (Revised 4/02)

INSTRUCTIONS: Make all purchases in the name of COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice for payment and forward to the State Office for processing. Payment will be mailed to address on vendor invoice, unless otherwise noted. Include Social Security Number if requesting payment to an individual. Authorized signature must be completed before payment can be processed.

Payment To: Native Ecology Prepared By: Bob Bundy Date Prepared: 10-3-06

Resale to Cooperator:

CSFS Invoice #:

[illegible]

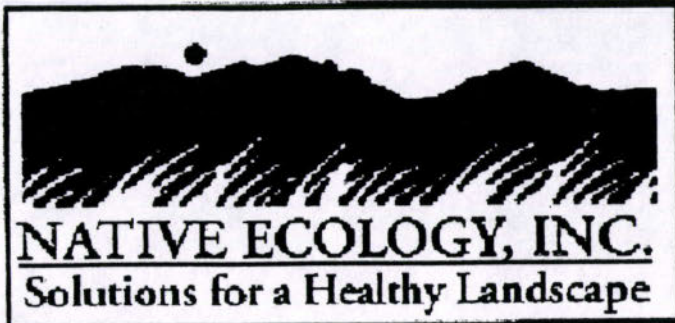
\$1,250.00

Robert A. Bundy
Unit Manager or Designee Signature

10-3-06

Date _____

Invoice



9/29/2006

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

Bill to:
Colorado State Forest Service Attn. Bob Bundy 5625 Ute Hwy. Longmont, CO 80503 303-823-5768

Date	Description	Amount
9/18/2006	Chipping - Escape Route	\$1,250.00
Total		\$1,250.00

REQUEST FOR PAYMENT

CSFS 820 (Revised 4/02)

INSTRUCTIONS: Make all purchases in the name of COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice for payment and forward to the State Office for processing. Payment will be mailed to address on vendor invoice, unless otherwise noted. Include Social Security Number if requesting payment to an individual. Authorized signature must be completed before payment can be processed.

Payment To: Burley Tree ServicePrepared By: Bob BundyDate Prepared: 5-11-06

Comments:

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for Fuels Reduction Services on a Fuel Break Project on Fourmile BLM Escape Route in Boulder County				
Cutting on 3.3 acres Reference PO# P320221	\$3,000	5-32853	4550	

Payment Authorization:

\$3,000.00

Robert A. R. z5/11/06

Account Manager or Designee Signature

Date

156840

INVOICE CSFS Boulder Dist.

SOLD TO Bob Bundy		SHIP TO Burley Tree Service			
ADDRESS 5625 Ute Hwy.		ADDRESS 856 Klondike			
CITY, STATE, ZIP Boulder, CO 80503 303-823-5774 303-823-5768 FAX		CITY, STATE, ZIP Eldora, CO 80466			
CUSTOMER ORDER NO. PO# 320221	SOLD BY Lucas Leffler	TERMS	F.O.B.	DATE 04/24/2006	
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		Requesting payment for service agreement for			
		PO 320221.			
		Amount requested			\$3,000 00

REQUEST FOR PAYMENT

CSFS 820 (Revised 4/02)

INSTRUCTIONS: Make all purchases in the name of COLORADO STATE FOREST SERVICE. Attach this completed form to each invoice for payment and forward to the State Office for processing. Payment will be mailed to address on vendor invoice, unless otherwise noted. Include Social Security Number if requesting payment to an individual. Authorized signature must be completed before payment can be processed.

Payment To: Burley Tree ServicePrepared By: Bob BundyDate Prepared: 5-11-06

Comments:

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for Fuels Reduction Services on a Fuel Break Project on Fourmile BLM Escape Route in Boulder county				
Cutting on 3.3 acres Reference PO# P320221	\$3,000	5-32853	4550	

Payment Authorization:

\$3,000.00

Robert A. Ryz5/11/06

Account Manager or Designee Signature

Date

156840

INVOICE CSFS Boulder Dist.

SOLD TO		Bob Bundy		SHIP TO		Burley Tree Service	
ADDRESS		5625 Ute Hwy.		ADDRESS		856 Klondike	
CITY, STATE, ZIP		Boulder, CO 80503		CITY, STATE, ZIP		Eldora, CO 80466	
CUSTOMER ORDER NO.		SOLD BY		TERMS		F.O.B.	
PO# 320221		Lucas Leffler					
						DATE 04/24/2006	
ORDERED	SHIPPED	DESCRIPTION				PRICE	UNIT
		Requesting payment for service agreement for					
		PO 320221.					
		Amount requested					\$3,000.00

120040

INVOICE CSFS Boulder Dist.

[illegible]

Not
paid

\$3,000 payment
submitted
on
5/11/06

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2006

PRODUCER (303)841-8970 FAX (303)841-8765

All Lines Insurance Agency LLC

CoWest South Metro

PO Box 3857

Parker, CO 80134

INSURED Burly Tree Service LLC

DBA: Zachary Landem

856 Klondike

Nederland, CO 80466

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: High Country Insurance Mgrs.

INSURER B: Continental Western Group

INSURER C: Pinnacle Assurance

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NC499170	12/09/2005	12/09/2006	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> \$1000 Property Damage				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	24CC11772903	02/02/2006	02/02/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4099220	01/11/2006	01/01/2007	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Tree removal & pruning residential & commercial. Certificate holder is listed as additional insured.

CERTIFICATE HOLDER

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

ATTN: Bob Bunney

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dennis P. Brodsack

Dennis P. Brodsack



DATE

PURCHASE ORDER

02/06/06

P320221

PURCHASING DEPARTMENT

FORT COLLINS, CO 80523-6010

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

PURCHASE ORDER

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

PURCH. CONTACT

DESTINATION PREPAID

PHONE

DEPT. NO.

JOHN SWARO

(970) 491-1397

Q073080

5060

V0001058170-10

V
E
N
D
O
RBURLEY TREE SERVICE
856 KLONDIKE
ELDORA CO 80466S H I P
BOB BUNDY
CSFS BOULDER DISTRICT
5625 UTE HIGHWAY
REFERENCE P.O. P320221
BOULDER CO 80503

ACCOUNT NUMBER

PERCENT

AMOUNT

ACCOUNT NUMBER

PERCENT

AMOUNT

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
301	1.00	LOT	SERVICE AGREEMENT SERVICE AGREEMENT FOR FUEL BREAK PROJECT ON FOURMILE BLM EXCAPE ROUTE IN BOULDER COUNTY PER ATTACHED CONTRACT END DATE: 30 JUN 06 PAYMENT UPON COMPLETION OF CONTRACT PER ATTACHED CONTRACT TERMS AND CONDITIONS FOR CSU-FEDERAL CONTRACTS ATTACHED MUST BE CONSIDERED PART OF THIS PURCHASE ORDER. ML 5-32853-4550	10,150.0000	10,150.00

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

TOTAL

\$ 10,150.00

PAYMENTS

PAYMENTS

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

DEPARTMENT

1

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:

Q073080

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:
Burly Tree Service
TYPE OF BUSINESS: <u>Sole Proprietor</u>
STATE OF BUSINESS REGISTRATION: CO
BUSINESS ADDRESS: 856 Klondike
CITY, STATE, ZIP: Eldora, CO 80466
FEIN or TAX ID#: 32-0158397
CONTACT NAME: Zach Landem
DEPARTMENT: N/A
TELE: 303-931-1027
FAX: 303-258-3888
EMAIL:

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. 5-32853; 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: _____ and shall terminate on June 30, 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 \$10,150.00 payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
- ii. ☐ **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed _____ and the basis for all charges shall be clearly identified on Contractor's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.
- iii. **Method of Payment.** The University will remit payment to the Contractor via electronic funds transfer (EFT) to the account(s) specified by the Contractor unless a different payment method is specified on Exhibit B. The Contractor may designate a new account for receipt of any payment at any time during the term of this Contract by providing written notice to University containing all of the information required under this subsection. University will endeavor to redirect all payments made not less than 30 days after receipt of such notice but shall not be liable for any payment made to and received in the Contractor's prior account.

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

5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended, 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 Maps
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

Z.L.

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

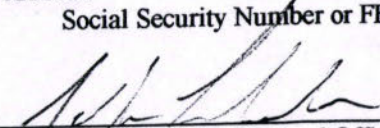
CONTRACTOR:

Burly Tree Service

Full Legal Name of Contracting Entity

32-0158397

Social Security Number or FEIN


Signature of Authorized Officer

Zach Laudem
Print Name & Title of Authorized Officer

Date Signed: 1-13-06

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: Frank Krupps

Printed Name: John Utterback

Title: Director of Purchasing

APPROVED:

By: Greg D. Wade

Dean of 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: John Suthers

Date: 2/6/06

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

Fourmile BLM Escape Route Fuel Break Project

Project Location:

The 7.5 acre treatment is located approximately five miles west of Boulder, Colorado along Escape Route Road. The treatment unit exists along the southern end of Escape Route Road stretching between the communities of Mountain Pines/Mountain Meadows and Logan Mill. The treatment unit can be most easily accessed from Boulder by taking Colorado Highway 119 west to Sugarloaf Road, Sugarloaf Road north to Mountain Meadows Road, Mountain Meadows Road north to Arkansas Mountain Road, and Arkansas Mountain Road north to Escape Route Road on the top of the ridge.

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

Parcel Numbers: 7 parcels

Size of Practice: 7.5 acres

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

Estimated Duration: 2 months

Purpose:

The project has the following objectives:

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

Project Schedule:

The contractor will begin work on the project upon approval and signature of the Independent Services Contract. Work on the project must be completed no later than 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 project involves a fuel treatment unit that stretches from the top of a ridge along a descending road. The fuel break is setup on a predominately north facing aspect with slopes ranging from 0 to 75%. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter. The fuel break will be thinned to between 300 and 500 feet wide following the main road depending on the influence of natural and man-made features.

Initials:

2.1.6.
[Signature]

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

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

Agreement Specifications and Requirements

1. Felling Criteria

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

Initials:

Z.L.
AW

- k. The project area boundary has been marked with flagging. The contractor is not to cut any trees on property outside of the identified units.
- l. The contractor must fell all trees marked with BLUE paint or as designated by the State Forestry Representative. BLUE painted markings primarily face away from the main road and homes.
- m. Notable trees of importance in defensible space zones or trees used to locate legal section corners within the unit are marked by a CSFS or BLM representative with pink tape. These trees are to be retained and protected as leave trees.
- n. All retained trees within the unit must be limbed up to a minimum of 6 feet from the ground or 1/3 the height of the tree (whichever is less).
- o. Large diameter dead standing trees (snags) that are not marked are to be protected unless they cause a safety concern to the contractor. In that case they may be cut and treated.
- p. 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 will be skidded to only pre-approved landings and decks only, which are subject to modification. (See attached map)
- b. Contractors must use only the secondary trails existing on the unit map. No other trails may be created without the approval of the CSFS.
- c. The use of secondary roads will be allowed only during periods when the ground is dry to prevent excess damage to the roads. Equipment must be managed in order to minimize soil displacement
- d. Equipment must be capable of suspending the leading end of logs from the ground during any yarding operation.
- e. Further details on felled material is included in the section descriptions below.

3. Protection Measures/Fire Prevention Equipment/Safety

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

Initials:

Z. L.
[Signature]

4. Access

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

5. Removable Materials and Slash:

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

a. Directional Felling Contour Logs

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

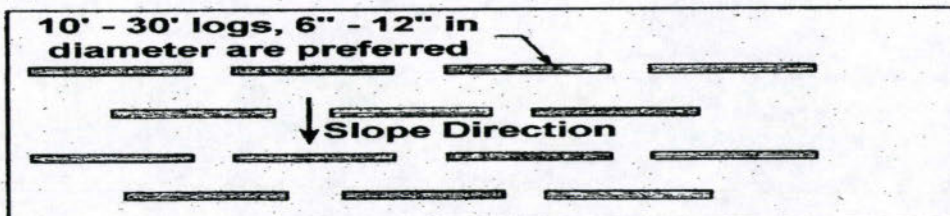


FIGURE 1 - Theoretical Pattern for Contour Tree Felling

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b. Round Wood

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

c. Chipping

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

d. Slash Piles

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

e. Lop and Scatter

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

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6. Protection of Natural and Developed Resources

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

7. Mountain Pine Beetle & Ips Beetle Recognition and Prevention

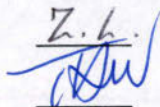
- a. The contractor is responsible for treating any cut material in a timely fashion. Slash or round wood should never be within five feet of retained trees.
- b. The contractor is responsible for treating any trees with mountain pine beetle (MPB) or ips beetle infestation. The infested trees must be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

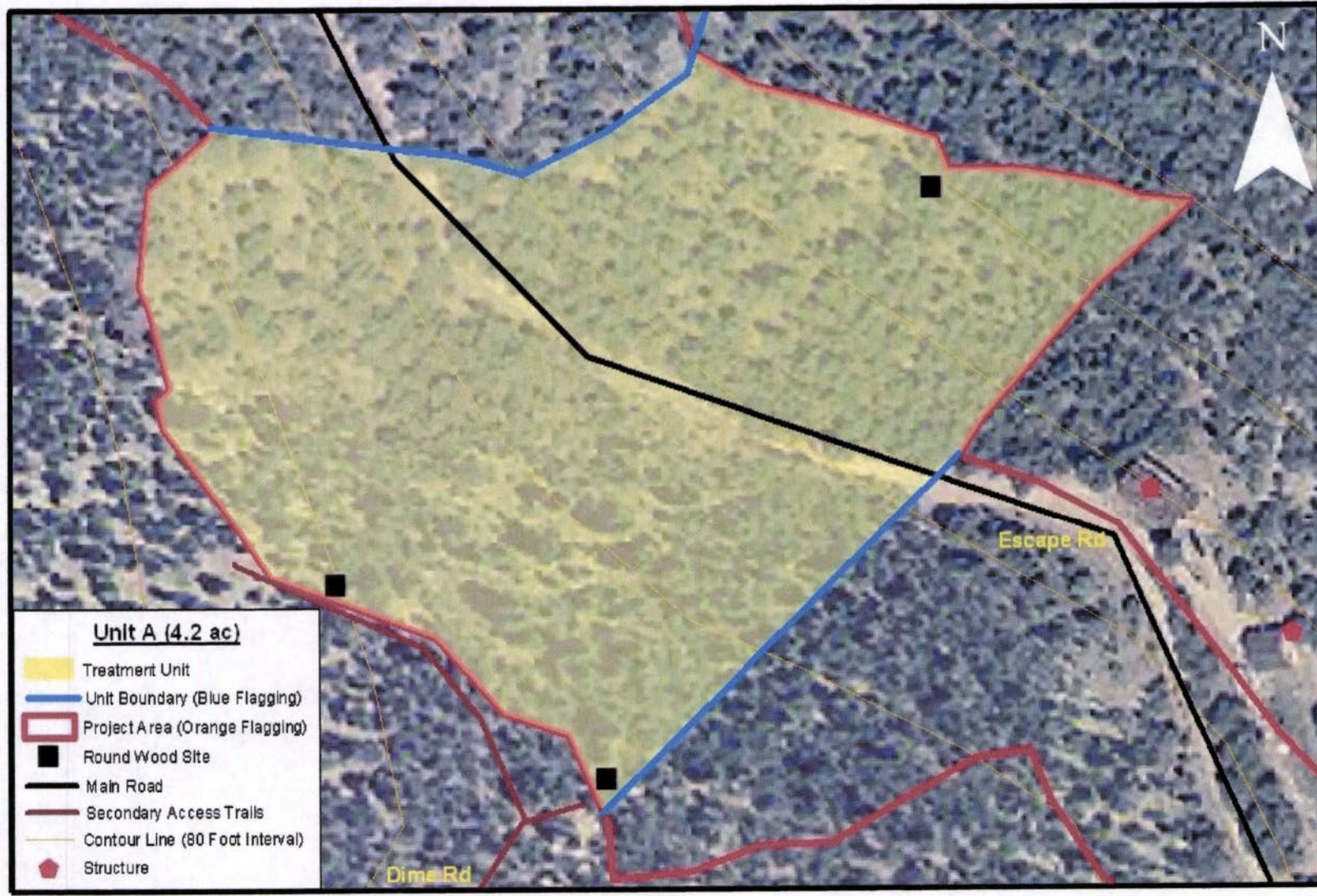
8. Treatment Unit Specifications

Within each of the sections, all of the above criteria applies. The specifications below further detail how the materials are to be treated in each section.

- a. Unit A (4.2 acres)
 1. Small diameter material under 6 inches in diameter and within 50 feet of the road on both the uphill and downhill side must be broadcast chipped off of the road.
 2. On both sides of the road all material beyond 50 feet of the road and not contour felled must be piled or lopped and scattered. There is a maximum of 6 wildlife piles allowed per acre and piles must be at least 75 feet of the road.
 3. Excess large diameter round wood over 6 inches in diameter should be stacked along the road or on the trail below the section. This round wood will be made available to a local landowners.
- b. Unit B (3.3 acres)
 1. In this section, chip everything under 6 inches in diameter into piles along the trails.
 2. Stack all 6 inch or greater diameter large round wood in designated places (see map).
 3. There is to be no wildlife piles or lop and scatter done in the unit.

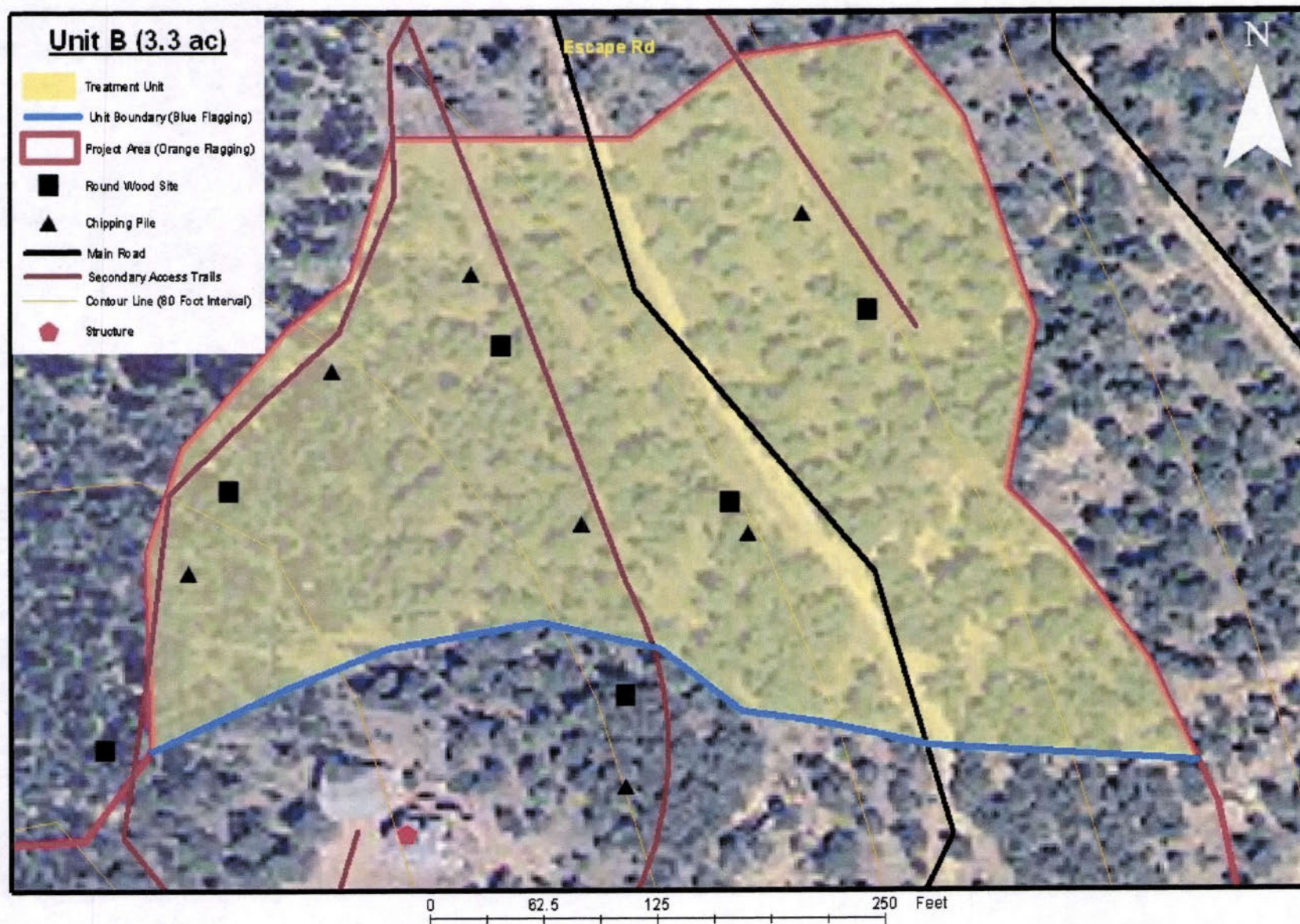
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0 75 150 300 Feet

2-6-10
[Signature]



2/2/01
[Signature]

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

The contractor (Burly Tree Service) will be paid a total not to exceed \$10,150. Payments will be made upon inspection and approval of work completed to contract specifications. Payment requests may be submitted upon completion of all required work in each of the two project units. Maximum invoice amount for each unit is as follows:

Unit A - \$5,000

Unit B - \$5,150

Total - \$10,150

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

Invoices shall be submitted to:

Bob Bundy

Front Range Fuels Treatment Partnership Forester

Colorado State Forest Service

5625 Ute Highway

Longmont, Colorado 80503

303-823-5774

303-823-5768 (Fax)

rbundy@lamar.colostate.edu

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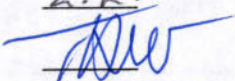
Z.B.


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.

2. L.
