

Full Copy

Front Range Fuels Treatment Partnership Vegetative Management Program

Glacier View Fuels Reduction Project

Project Funding Proposal **Phase 1**

January 26, 2004

Prepared by:

Dave Farmer
Colorado State Forest Service
Fort Collins District
5075 – Campus Delivery, CSU
Fort Collins, CO 80523-5075
(970) 491-8445
(970) 491-8645 Fax
dfarmer@lamar.colostate.edu

**Front Range Fuels Treatment Partnership
Vegetation Management Program
Project Funding Proposal Form**

CSFS District: Fort Collins

Date: January 26, 2004

Project Name: Glacier View Fuels Reduction

Funding Type Requested: *Companion Funds* ____ *FRFTP Funds* *X* *Planning Funds* *X*

- Have you applied for any other grants for this project? *Yes* ____ *No* *X*
- If so, which other grants have you applied for?

Legal Description: Sections 13-15, 22-24, 25, 26 & 36 T9N R70W

Common Name of Property or Parcel: Glacier View Meadows

Parcel Number: various

County: Larimer

Prescription: Fuels reduction, thinning, salvage, pile burning

Size of Practice: Refer to attached treatment

Species: Ponderosa pine, Douglas-fir

Product to be Harvested: limited

Volume of Product: minimal

Estimated Direct Costs: \$38,386.00

Estimated Value (Gross): minimal

Estimated Duration: 12-24 months

Other Benefits: The project will also help mitigate mountain pine beetle, ips beetle and dwarf mistletoe.

Project Narrative and Comments: Glacier View Meadows is a residential subdivision approximately 40 minutes northwest of Fort Collins. There are 1,020 lots ranging in size from 1/3 acre to 10 acres. The Glacier View Fire Protection District supports an active defensible space program and annually collects and burns slash from this program. Glacier View manages over 30 open space parcels that contain more than 80 forested acres. The Glacier View Fuels Reduction Project will begin addressing the wildfire hazards on these forested areas.

The Glacier View Fire Protection District, Glacier View Meadows Association, Larimer County Wildfire Safety Specialist, and the Colorado State Forest Service support this project. Larimer County's Alternative Sentencing Unit (ASU) will be used to hand pile slash. CSFS is currently pursuing the possibility of working with the USFS Canyon Lakes Ranger District on National Forests Lands within Glacier View Meadows.

(Attach Project Map)

**Be sure to describe multiple resource and landscape level benefits when appropriate. This information could be critical to acceptance, and during any public meeting process.*



Colorado State Forest Service
Front Range Fuels Treatment Partnership
Project Cost Worksheet

CSFS District: Fort Collins

Project Name: Glacier View Fuels Reduction

Parcel Name: Glacier View

County: Larimer

Prepared By: Dave Farmer

Date: December 18, 2003

Cost Elements: Costs are: Projected X

Actual

| Item | Phase 1 (12.0 acres – est.) | Phase 2 (10 acres –est.) | TOTAL |
|---|--------------------------------|-----------------------------|--------------------|
| Salary | FRFTP Staff | FRFTP Staff | FRFTP Staff |
| Hourly | None | None | None |
| Travel | None | None | None |
| Supplies | \$100.00 | \$100.00 | \$200.00 |
| Printing/Copying | \$50.00 | \$50.00 | \$100.00 |
| Vehicle | FRFTP Staff | FRFTP Staff | FRFTP Staff |
| Subtotal of | \$150.00 | \$150.00 | \$300.00 |
| Other1 - County Saw Crew | \$6,000.00 | \$5,000.00 | \$11,000.00 |
| Other2 - County/VFD Burn Crew | \$4,500.00 | \$3,750.00 | \$8,250.00 |
| Subtotal (amount requested from FRFTP) | \$10,650.00 | \$8,750.00 | \$19,250.00 |
| In-kind match* (County ASU Crew – # hours x 20 people x \$11.96/hour) | \$9,568.00 | \$9,568.00 | \$19,136.00 |
| TOTAL PROJECT COST | \$20,218.00 | \$18,318.00 | \$38,386.00 |

* ASU crew will be used to hand pile slash for burning. This crew normally consists of 20 people with about 4 production hours per day. It is estimated that they will need about 40 crew-work hours to complete slash piling for each phase.

Salary - Normally not included. Only use if other CSFS employees not paid by FRFTP funds will expend a significant amount of time on this project. (Total hours spent by permanent CSFS personnel driving to and from the project site, developing prescriptions, meeting with the landowner or contractor, flagging boundaries, marking trees for removal, cruising timber, calculating volumes, completing forms and permits, administering to removal, inspections, etc) **X** (current CSFS Hourly Rate)

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

Travel - Include any travel costs associated with this project.

Supplies - Cost of flagging, marking paint, etc.

Printing & Copying - Self explanatory.

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

These costs are normally not included. Only use if other CSFS vehicles not covered by FRFTP funds will be utilized to a significant degree on this project.

Other - List and describe below

< Other Cost:

Funding Type Requested: Companion Funds FRFTP Funds X Planning Funds



GLACIER VIEW FUELS REDUCTION PROJECT

15-Dec-03

[illegible]







Glacier View - Filings 1-8







Glacier View - Filings 9-11





Glacier View - Filing 12



From: dfarmer@lamar.colostate.edu
To: "'Tony Simons'" <tsimons@larimer.org>
Date: 10/28/04 5:12PM
Subject: RE: Glacier View ASU time

Hey Tony,

Thanks for the info, and yes, a 901 would be most helpful.

Later,

Dave Farmer
Acting District Forester
CSFS, Fort Collins District
5075 Campus Delivery, CSU
Fort Collins, CO 80523
(970) 491-8445
dfarmer@lamar.colostate.edu

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

From: Tony Simons [mailto:tsimons@larimer.org]
Sent: Wednesday, October 27, 2004 11:27 AM
To: Justin Whitesell; dfarmer@lamar.colostate.edu; Tony Simons
Subject: Glacier View ASU time

Dave, listed below are the number of inmates and dates they worked on the Glacier View Project.

Glacier View

| | |
|--------|----|
| 081004 | 12 |
| 081104 | 12 |
| 082404 | 18 |
| 082504 | 15 |
| 090704 | 15 |
| 091404 | 14 |
| 091504 | 14 |
| 092804 | 14 |
| 100504 | 12 |
| 101204 | 16 |

ASU estimated that they worked a max of 3.5 - 4 hours at Glacierview each day.

Using these estimates in-kind from ASU is (\$5457.06 and \$6236.64 respectively) at \$10.98/hour

Justin-- what does this do to hour cost per acre? Free labor is good.

Dave-- do I need to do a 901?

If you got questions give me a call.
Tony

COOPERATIVE EXPENDITURE REPORTReport Period 4TH QUARTER 2004

Summary of expenditures incurred by: Alternative Sentencing Unit – Larimer County Sheriff's Dept.
for the purpose of: piling slash from fuels reduction project in **Glacier View Front Range Fuels Treatment Partnership Project**.

(Indicate whether activity is: Forest Pest Management; Mountain Pine Beetle; Rural Development; Community Forestry; Fire; Forest Stewardship; Economic Action; Forest Legacy; **Front Range Fuels Treatment** or other activities)

| CATEGORY | VOLUNTEERED \$ Value of Time & Effort(1) | ACTUAL \$ Expenditure (2) | TOTAL COSTS (3) |
|---|---|------------------------------|-------------------|
| 1. Personal Services (salaries & benefits) | \$6,634.24 (140 hours x \$11.68/hour) | | \$6,634.24 |
| 2. Operating Expense | | | |
| 3. Travel Expense | | | |
| 4. Other (specify) | | | |
| TOTAL EXPENSE (4) | \$6,634.24 | | \$6,634.24 |

GRANT AMOUNT (awarded through CSFS, *if applicable*) \$ _____

Grant Type/Name/Number: _____

Supporting documentation for costs (volunteered and actual) is to be maintained in the cooperator's records. Retain documentation such as receipts and payment records for **six (6) years**.

- (1) Use **\$11.68 / hour** for volunteered time and effort.
- (2) Exclude payments to the Colorado State Forest Service for services related to this project.
- (3) Exclude all federal source funds related to this project.
- (4) Qualifying expenses should relate directly to the forestry project reported on this form.

Cooperator Signature: Tony Simons Date: 10/29/04

Name / Title: Tony Simons/Larimer County Wildfire Safety Specialist

Address: P.O. Box 1190

City: Fort Collins County: Larimer State: CO Zip: 80522.

CSFS Signature/Title: _____

CSFS District Signature: David A. Farmer 10-29-04

Return this form to:

CSFS District Office

| | FFT1 | FFT2 | FFT2 | FFT2 | Saws |
|-----------------------|---------|------------|-------|--------|--------|
| 3-Aug | 9 | 9 | 9 | 9 | 77.88 |
| 4-Aug | | | | | 131.05 |
| 5-Aug | 6.5 | 6.5 | 6.5 | | |
| 6-Aug | 11 | 10.5 | 9.5 | | |
| 7-Aug | | | | | |
| 8-Aug | | | | | |
| 9-Aug | 10 | 9.5 | 9 | | |
| 10-Aug | 9 | 9.5 | 9 | | |
| 11-Aug | | | | | |
| 12-Aug | | | | | |
| 13-Aug | 9 | 9 | 9 | | |
| 14-Aug | | | | | |
| 15-Aug | 9 | 9 | 9 | 9 | |
| 16-Aug | 9.5 | 9 | | | |
| 17-Aug | 9.5 | 9 | 9 | | |
| 18-Aug | 5 | 5 | | | |
| 19-Aug | | | | | |
| 20-Aug | 5 | 4.5 | | | |
| 21-Aug | | | | | |
| 22-Aug | | | | | |
| 23-Aug | 9.5 | 9 | | | |
| 24-Aug | | | | | |
| 25-Aug | | | | | |
| 26-Aug | | | | | |
| 27-Aug | | | | | |
| 28-Aug | | | | | |
| 29-Aug | | | | | |
| 30-Aug | | | | | |
| 31-Aug | | | | | |
| Total hours | 102 | 99.5 | 70 | 18 | |
| Wage | 12.84 | 11.68 | 11.68 | 11.68 | |
| Total | 1309.68 | 1162.16 | 817.6 | 210.24 | 208.93 |
| | | | | | |
| Total for the project | | 3499.68 | | | |
| Total with benefits | | \$3,849.65 | | | |
| Benefits + Saws | | \$4,058.58 | | | |

Blavier View
project costs
as of 8/23/09.



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

DATE _____

PURCHASE ORDER

07/28/04

P317442

PURCHASE ORDER

| | | | | | |
|----------------|--|----------------|----------------------|------|------------------------|
| TERMS | | F.O.B. | QUOTE NO./QUOTE DATE | | EXPECTED DELIVERY DATE |
| N | | NOT APPLICABLE | | | |
| PURCH. CONTACT | | PHONE | DEPT. NO. | | |
| FRANK KRAPPES | | (970) 491-6204 | 0066633 | 6080 | V0000233270-25 |

VENDOR

LARIMER COUNTY
WILDFIRE SAFETY
P O BOX 1190
ATTN TONY SIMONS
FORT COLLINS CO 80522

SHIP TO

REFERENCE P.O. P317442

Dave Farmer

| ACCOUNT NUMBER | PERCENT | AMOUNT | ACCOUNT NUMBER | PERCENT | AMOUNT |
|----------------|---------|--------|----------------|---------|--------|
| | | | | | |

| QO. | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | EXTENSION |
|-----|----------|------|--|------------|-----------|
| | | | <p>SERVICE AGREEMENT</p> <p>COLORADO STATE UNIVERSITY WILL REMIT PAYMENT VIA ELECTRONIC FUNDS TRANSFER (EFT) TO THE ACCOUNT(S) SPECIFIED BY THE VENDOR UNLESS A DIFFERENT PAYMENT METHOD IS AGREED UPON. SEE THE ATTACHED ELECTRONIC PAYMENT INFORMATION REQUEST FORM FOR INSTRUCTIONS.</p> | | |
| 01 | 1.00 | LOT | <p>SERVICE AGREEMENT FOR GLACIER VIEW FUELS REDUCTION PROJECT PER ATTACHED CONTRACT.</p> <p>END DATE: 31 DEC 2004</p> <p>PAYMENT UPON COMPLETION</p> <p>TERMS AND CONDITIONS FOR CSU-FEDERAL CONTRACTS ATTACHED MUST BE CONSIDERED A PART OF THIS PURCHASE ORDER.</p> <p>SKS</p> <p>5-36827-4550</p> | 6,000.0000 | 6,000.00 |

TOTAL

聖

6,000.00

| PAYMENTS | | | | PAYMENTS | | | | | |
|----------|----------------|--------------|------------|------------------|----------|----------------|--------------|------------|----------------------|
| DIS CODE | INVOICE NUMBER | INVOICE DATE | PAY AMOUNT | C _P F | DIS CODE | INVOICE NUMBER | INVOICE DATE | PAY AMOUNT | APPROVED FOR PAYMENT |
| | | | | | | | | | \$ _____ |
| | | | | | | | | | DATE _____ |



PLANNING AND BUILDING SERVICES DIVISION

P.O. Box 1190
Fort Collins, Colorado 80522-1190
(970) 498-7683 (970) 498-7700
Fax (970) 498-7711
<http://www.larimer.org/planning>

September 17, 2004

Dave Farmer
Acting District Forester
Colorado State Forest Service

Dave,

This memo is to inform you of the completion of the Front Range Fuels Treatment Fuels Reduction Project in Glacier View. Approximated 10+ acres have been treated for a total labor cost of \$5,833.35, yielding a cost per acre of approximately \$583.33. Attached is an invoice for the Front Range Fuels Treatment Project in Glacier View (Reference PO P317442). Additionally, a spread sheet and time sheets are attached.

Look forward to working with the Colorado State Forest Service and Glacier View Fire Department on future projects.

Thanks again,

Tony Simons
Larimer County Wildfire Safety Specialist

cc: Invoice
Spread Sheet
Time Sheets

Glacier View--FRFTP Project 2004

| | FFT1 | FFT2 | FFT2 | FFT2 | Saws |
|-----------------------|---------|------------|--------|--------|--------|
| 03-Aug | 9 | 9 | 9 | 9 | 77.88 |
| 04-Aug | | | | | 131.05 |
| 05-Aug | 6.5 | 6.5 | 6.5 | | |
| 06-Aug | 11 | 10.5 | 9.5 | | |
| 07-Aug | | | | | |
| 08-Aug | | | | | |
| 09-Aug | 10 | 9.5 | 9 | | |
| 10-Aug | 9 | 9.5 | 9 | | |
| 11-Aug | | | | | |
| 12-Aug | | | | | |
| 13-Aug | 9 | 9 | 9 | | |
| 14-Aug | | | | | |
| 15-Aug | 9 | 9 | 9 | 9 | |
| 16-Aug | 9.5 | 9 | | | |
| 17-Aug | 9.5 | 9 | 9 | | |
| 18-Aug | 5 | 5 | | | |
| 19-Aug | | | | | |
| 20-Aug | 5 | 4.5 | | | |
| 21-Aug | | | | | |
| 22-Aug | | | | | |
| 23-Aug | 9.5 | 9 | | | |
| 24-Aug | 8 | | | | |
| 25-Aug | 7 | 9 | | | |
| 26-Aug | 7.5 | 7.5 | | | |
| 27-Aug | 7 | 7 | | | |
| 28-Aug | 5 | 6 | 5 | | |
| 29-Aug | | | | | |
| 30-Aug | 8.5 | 8.5 | 8.5 | | |
| 31-Aug | | | | | |
| 02-Sep | 7.5 | | | | |
| 03-Sep | 6 | 9 | | | |
| 14-Sep | 6 | 6 | | | |
| 15-Sep | 7 | 7 | | | |
| Total hours | 171.5 | 159.5 | 83.5 | 18 | |
| Wage | 12.84 | 11.68 | 11.68 | 11.68 | |
| Total | 2202.06 | 1862.96 | 975.28 | 210.24 | 208.93 |
| | | | | | |
| Total for the project | | 5250.54 | | | |
| Benefits | | \$582.81 | | | |
| Total | | \$5,833.35 | | | |

Saws

208.93

FILE

Larimer County Wildfire Safety

P.O. Box 1190

Fort Collins, CO 80522

970-498-7718 fax 970-498-7716

Invoice No.

1254

INVOICE

Customer

Name Colorado State Forest Service
Address 203 Forestry Building
City Fort Collins State CO ZIP 80523-5060
Phone 970-491-6303

Date 04/06/2004

Order No.

Rep

FOB

| Qty | Description | Unit Price | TOTAL |
|-------|---|------------|------------|
| | Front Range Fuels Treatment Partnership Glacier View Project Reference P.O. P317442 | | |
| 171.5 | FF1 (Lead) Hours | \$12.84 | \$2,202.06 |
| 261 | FF2 Hours | \$11.68 | \$3,048.48 |
| 1 | Benefits | \$582.81 | \$582.81 |
| | ***Treated approximately 10+ acres; \$583.00/acre | | |

SubTotal \$5,833.35

\$0.00

\$0.00

TOTAL \$5,833.35

Payment Details



Q066633

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: Dave Farmer |
| DEPARTMENT: Colorado State Forest Service, Fort Collins District |
| 5075 CAMPUS DELIVERY |
| COLORADO STATE UNIVERSITY |
| FORT COLLINS, CO 80523- |
| TELE: (970) 491-8445 |
| FAX: (970) 491-8645 |
| EMAIL: dfarmer@lamar.colostate.edu |

| |
|--|
| FULL LEGAL NAME OF CONTRACTOR: |
| Larimer County |
| TYPE OF BUSINESS: |
| STATE OF BUSINESS REGISTRATION: |
| BUSINESS ADDRESS: P.O. Box 1190 |
| CITY, STATE, ZIP: Fort Collins, CO 80522 |
| FEIN or TAX ID#: |
| CONTACT NAME: Tony Simons |
| DEPARTMENT: Larimer County Wildfire Safety |
| TELE: (970) 498-7718 |
| FAX: (970) 498-7711 |
| EMAIL: tsimons@larimer.org |

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. (add number);
and 536827

WHEREAS, the Contractor was selected in accordance with State law as a result of Sole Source Justification 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: n/a and shall terminate on December 31, 2004 unless sooner terminated as provided herein or extended by mutual written agreement of the parties. **Contractor expressly acknowledges and agrees that, pursuant to CRS 24-30-202 and the State Fiscal Rules, this contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The State Controller or his/her delegate shall sign last. The Contractor is not authorized to begin performance until the Contract is signed and dated by the State Controller or Controller's delegate, below. If performance begins prior to the Effective Date, the University, the Board of Governors, and the State of Colorado shall not be obligated to pay for the goods and/or services provided prior to such date.**
3. **Payment Terms.**
 - a. **Check one box only:**
 - i. ☐ **This is a fixed-price contract.** Payment for all services under this contract shall be in the fixed sum of payable upon invoice after satisfactory completion of the work, except insofar as a payment schedule or other terms and conditions are set forth in Exhibit B, which if applicable is attached hereto and incorporated by this reference.
 - ii. ☒ **This is not a fixed price contract.** The price is to be determined according to time and materials or other method of calculation as more fully described in Exhibit B, which is attached and incorporated by this reference. The total amount to be paid to Contractor shall not exceed \$6000.00 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. Contractor hereby designates the account identified in Exhibit C, attached hereto and incorporated by this reference, as its account for receipt of all payments to be made hereunder and authorized University to make payments to such account and, in the event that a payment is made to such account in error, to correct such error by debit to such account.
4. **Inspection and Acceptance of Services.** The University reserves the right to inspect the services provided under this contract at all reasonable times and places during the term of the contract. "Services" as used in this clause includes the works and any tangible things produced or delivered in the performance of services, whether or not complete. If any of the services do not conform with contract requirements, the University may require the Contractor to perform the services again in conformity with contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the University may (1) require the Contractor to take necessary action to ensure that the future performance conforms to contract requirements and (2) equitably reduce the payment due the Contractor to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the University in the termination provisions of this contract, or remedies otherwise available at law.
5. **Governmental Immunities Preserved.** Notwithstanding any other provision of this Contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq., CRS, as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of Section 24-10-101, et seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et. seq., CRS, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.
6. **Insurance.** The Contractor shall obtain, and shall maintain at all times during the term of this Contract, insurance in the following kinds and amounts:
 - a. Standard Worker's Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
 - b. General, Personal Injury, and Automobile Liability (including bodily injury, personal injury, and property damage)

minimum coverage:

- i. Combined single limit of \$1,000,000 if written on an occurrence basis.
 - ii. Any aggregate limit will not be less than \$1,000,000.
 - iii. Combined single limit of \$1,000,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends two years beyond the performance period of the contract.
 - c. If any aggregate limits are reduced below \$1,000,000 because of claims made or paid during the required policy period, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.
 - d. The State of Colorado, The Board of Governors of the Colorado State University System, and Colorado State University shall be named as additional insured on all liability policies other than automobile liability.
 - e. The insurance shall include provisions preventing cancellation without 60 days prior notice to the University by certified mail.
 - f. The Contractor shall furnish certificates showing adequate insurance coverage to the University at the time of execution of this Contract and, thereafter, whenever such insurance is renewed or a change in coverages is effected, or upon request by University, at any time upon reasonable notice.
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 Map
20. This Agreement may be executed with any number of counterparts, each of which, when executed and delivered will constitute an original, but all such counterparts will constitute one and the same instrument.
21. The following Special Provisions are required by law and are hereby incorporated into this contract. Any conflict between the Special Provisions and any other provision of this contract, including any exhibit or attachment, shall be controlled by the Special Provisions:

SPECIAL PROVISIONS

(For Use Only 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.

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State 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.

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 for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now or hereafter amended.

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. 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.

8.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.

EXHIBIT A TO INDEPENDENT SERVICES CONTRACT
SCOPE OF WORK

Glacier View Fuels Reduction Project

Project Location: The Glacier View Fuels Reduction Project is located in Section 14, Township 9 North, Range 72 West, 6th Principal Meridian, Larimer County, Colorado. All project land is private (Glacier View Meadows Green Belt). Best access is from Glacier View gate 8 (near Glacier View Fire Station 1) and Green Mountain Drive.

Project Objectives: The primary objectives of the Glacier View Fuels Reduction Project are to:

- Reduce wildfire hazards by reducing forest stand densities, removal of ladder fuels, and modifying stand structure.
- Develop a fuelbreak south of Green Mountain Drive
- Reduce the threat of forest insect and disease attacks through sanitation and reducing stand densities.

Project Details:

Cutting Guidelines

- All units will be cut as described below.
 - Favor ponderosa pine where feasible.
 - Residual growing stock level Basal Area of 40 to 60.
 -
 - Where Douglas-fir dominates the site, favor any healthy ponderosa pine. Remove small Douglas-fir trees where they have created ladder fuels.
 - Remove trees infected with dwarf mistletoe.
 - Lower limbs/branches of standing leave trees taller than 20 feet must be removed to a height of 5 feet.
 - Stumps will be cut to a maximum of four inches on the uphill side.
 - All felled trees will be bucked into four to six foot lengths unless otherwise directed by contract administrator.
 - Slash will be hand piled in open areas away from standing and downed trees. Piles should be no larger than eight feet wide and six feet high.
- UNIT 1 project boundaries are as follows:
 - North boundary – Green Mountain Drive
 - East boundary – Lot 34 (boundary trees marked with blue dot at d.b.h.)
 - West boundary – Lot 29 (boundary trees marked with blue dot at d.b.h.)
 - South boundary – ridgeline at top of green belt (boundary trees marked with blue dot at d.b.h.)

Other

- A pre-work site inspection will be conducted with contractor, project administrator and fire protection district representative.
- Regular site visits will be conducted by project administrator.
- Upon project completion, contractor must request a final inspection by the contract administrator. A representative of the fire protection district will be encouraged to attend the final inspection.
- Payment will be processed upon successful completion of the project and after final inspection is complete.
- All issues and concerns of the fire protection district, adjoining property owners and others shall be referred to the project administrator.
- Contract extensions may be available due to adverse weather conditions. Requests for extensions must be made in writing and will be granted at the sole discretion of the Project Administrator.
- The general area to be worked is shown on the attached map. There is an estimated 10+/- acres in the treatment unit. This acreage will be used as the official work area.
- All access will be from existing roads and trails. No new roads, trails or skid trails will be built.
- Contractor and contract administrator will develop a mutually agreed upon work schedule.

Initials:

LG
JW
JK

- In cases where felling operations are conducted next to Green Mountain Drive and other roads, contractor will temporarily close the road and provide traffic control while trees are being felled.
- Smoking is only allowed in vehicles.
- Each vehicle must have a fire extinguisher and a minimum of one fire tool per cutting crew member.
- Pile burning is to be completed by the Glacier View Fire Protection District, Larimer County and/or the Colorado State Forest Service.

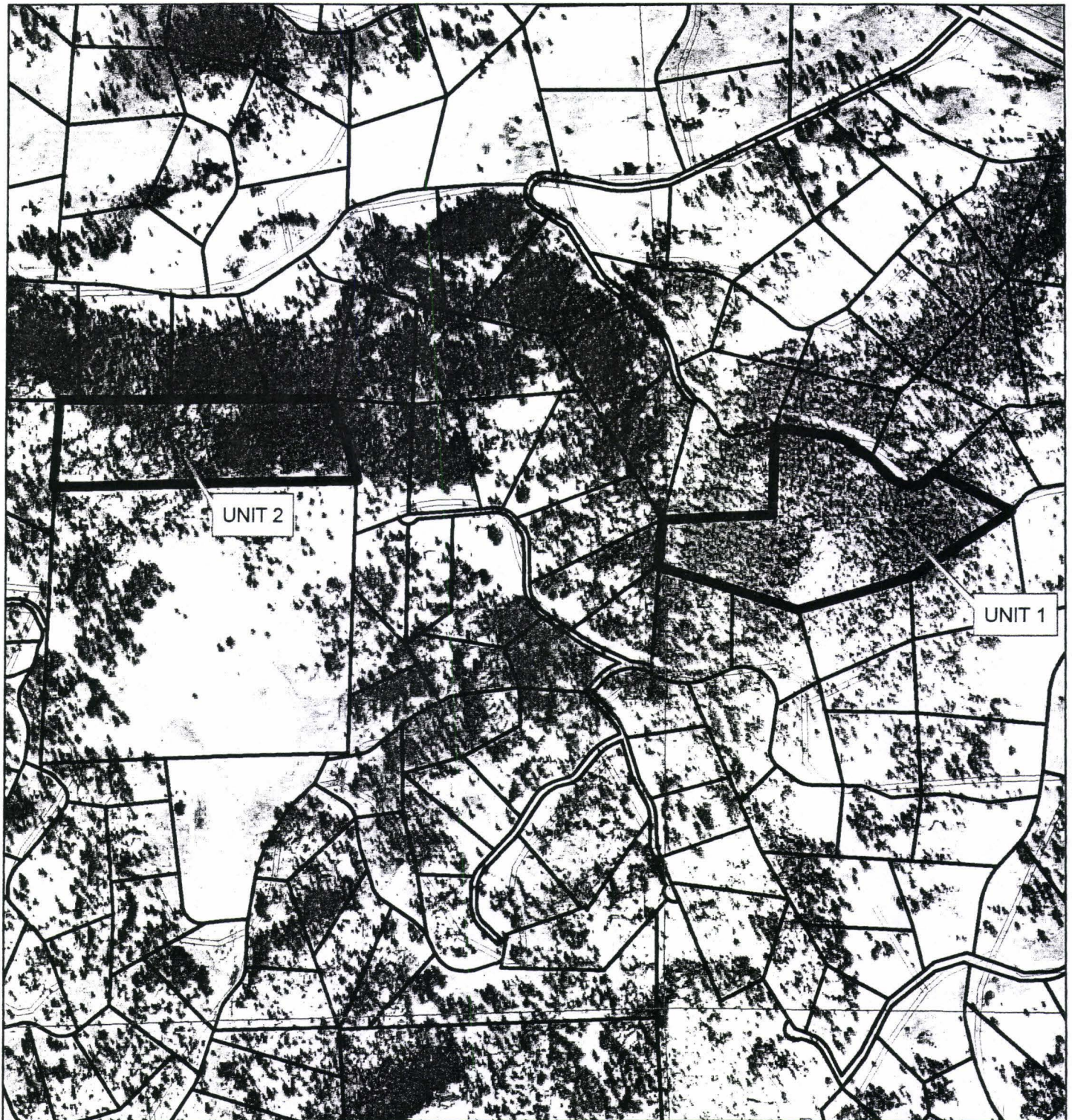
PROJECT AREA MAP
(attached)

Initials:

Handwritten initials and signature, including a large 'G' and a signature.

Glacier View Fuels Reduction Project

Phase 1



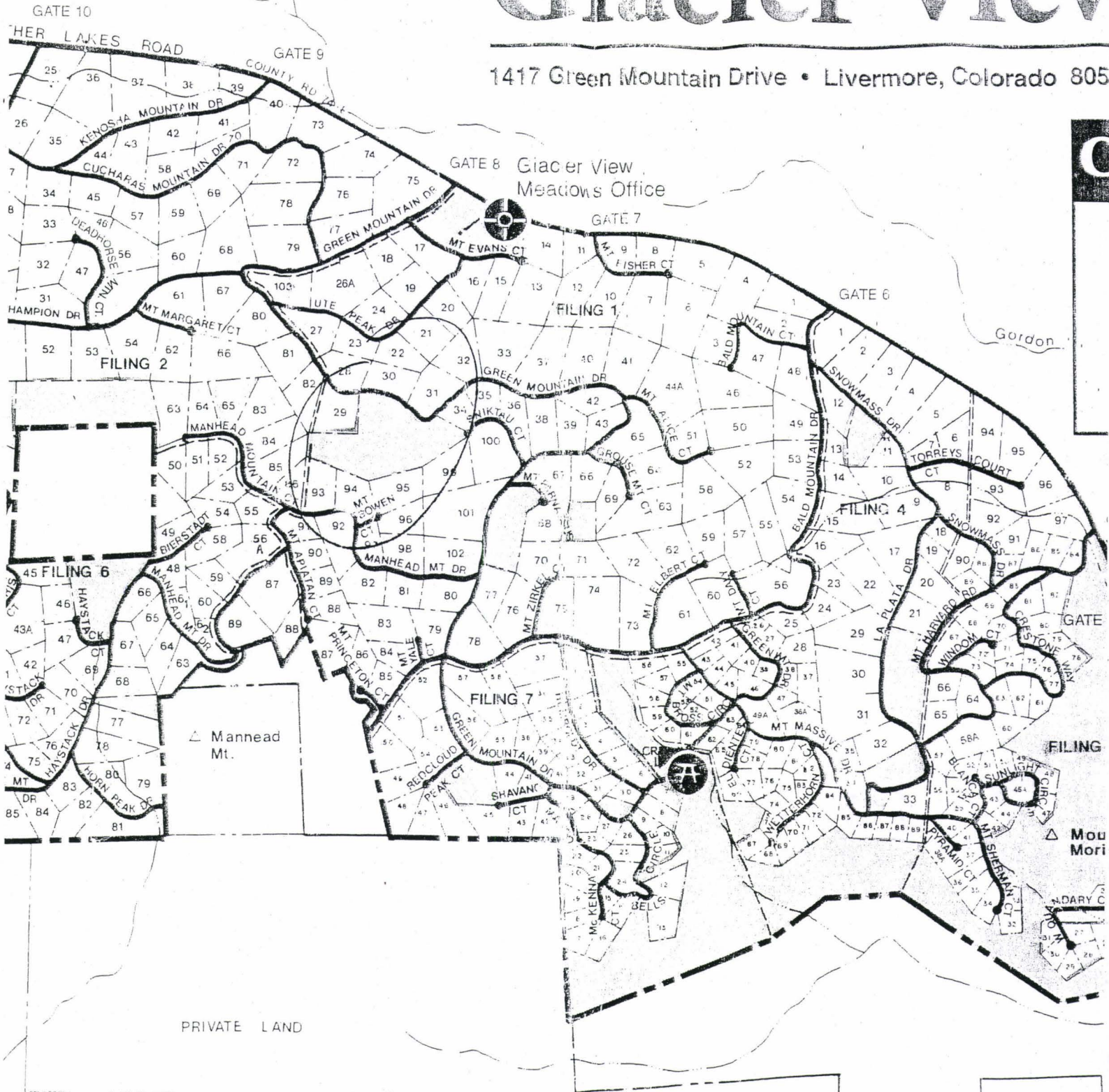
TG
SW
XK

Gordon Creek

Halfack Butte

Glacier View

1417 Green Mountain Drive • Livermore, Colorado 805



CONTINENTAL WEST REALTY

P.O. Box 178
FEATHER LAKES, CO 80545
(970) 881-2800

TG
JL

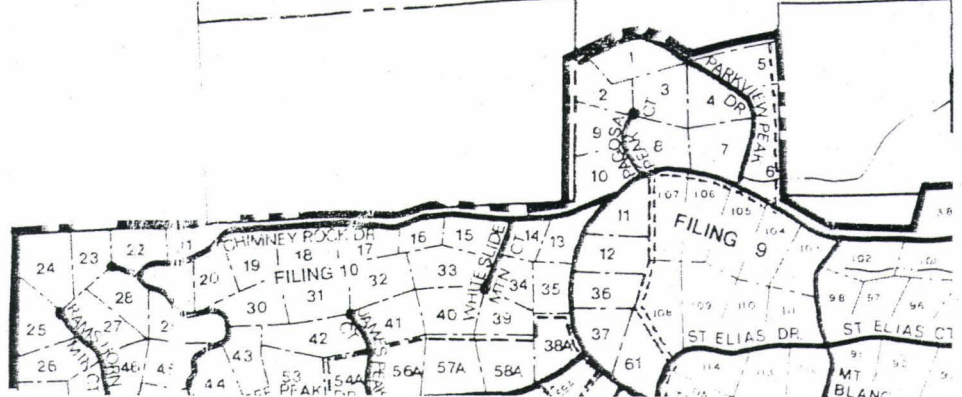


EXHIBIT B TO INDEPENDENT SERVICES CONTRACT
PAYMENT SCHEDULE

[Enter here or attach a detailed statement of the dates and amounts for payments to be made under the Contract and any service milestones or deliverables attendant to such payments].

Following completion, the project will be inspected by the Colorado State Forest Service. When the project is completed per EXHIBIT A SCOPE OF WORK, and approved in writing, CSFS will accept an invoice from the contractor and submit for payment. The inspection will be documented on a project inspection form or other appropriate document.

Initials:

TG
AW
7K

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 Agriculture for the purpose of contracting for the services provided for herein, and therefore, the contractor expressly understands and agrees that all its rights, demands, and claims to compensation arising under this contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate this contract without liability, including liability for termination costs.

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

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2004

PRODUCER (303)773-9999 FAX (303)773-9776

Arthur J. Gallagher & Co. - Denver

6399 S. Fiddlers Green Circle, Suite 200

Greenwood Village, CO 80111

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: Genesis Insurance Company

INSURER B: Safety National Casualty Corp

INSURER C: Landmark American Insurance Co

INSURER D:

INSURER E:

INSURED Larimer County, Colorado

ATTN: Risk Management Dept.

2555 Midpoint Drive, Suite B

Fort Collins, CO 80525-4425

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 | YXB300596F | 01/01/2004 | 04/15/2005 | EACH OCCURRENCE \$ 3,000,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | COV A - GENERAL LIAB. AUTO LIAB., LEL LIAB. COV B - PUBLIC OFFICIALS LIABILITY | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ |
| | | <input checked="" type="checkbox"/> SIR \$500K Per Occ. | | | | PERSONAL & ADV INJURY \$ |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE \$ 6,000,000 |
| A | | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | YXB300596F | 01/01/2004 | 04/15/2005 | PRODUCTS - COMP/OP AGG \$ |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) \$ Included |
| | | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ In |
| | | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ COV A |
| | | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ Above |
| | | <input type="checkbox"/> HIRED AUTOS | | | | |
| | | <input type="checkbox"/> NON-OWNED AUTOS | | | | |
| | | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | | AUTO ONLY: AGG \$ |
| | | | | | | |
| | | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE \$ |
| | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | | <input type="checkbox"/> RETENTION \$ | | | | \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | SP8152C0 | 05/15/2004 | 05/15/2005 | WC STATU-TORY LIMITS OTH-ER |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| C | | OTHER | LHT335334 | 05/15/2004 | 05/15/2005 | Blanket Limit \$147,758,489 |
| | | Auto Physical Damage | | | | Ded:\$25,000 Comp. & Collision \$100,000 Hail |

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

Re. Front Range Fuel Treatment Partnership

CERTIFICATE HOLDER

Colorado State Forest Service
Fort Collins, District
Attn: Dave Farmer
5075 Campus Delivery, CSU
Fort Collins, CO 80523-5075

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

Karen Graham/NMS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2004

PRODUCER (303)773-9999 FAX (303)773-9776
Arthur J. Gallagher & Co. - Denver
6399 S. Fiddlers Green Circle, Suite 200
Greenwood Village, CO 80111

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INSURED Larimer County, Colorado
ATTN: Risk Management Dept.
2555 Midpoint Drive, Suite B
Fort Collins, CO 80525-4425

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Genesis Insurance Company
INSURER B: Safety National Casualty Corp
INSURER C: Landmark American Insurance Co
INSURER D:
INSURER E:

COVERAGES

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| INSR ADD'L LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|--|---------------|----------------------------------|-----------------------------------|---|
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| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ |
| | <input checked="" type="checkbox"/> SIR \$500K Per Occ. | | | | PERSONAL & ADV INJURY \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE \$ 6,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | PRODUCTS - COMP/OP AGG \$ |
| A | AUTOMOBILE LIABILITY | YXB300596F | 01/01/2004 | 04/15/2005 | COMBINED SINGLE LIMIT (Ea accident) \$ Included |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ In |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ COV A |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ Above |
| | <input type="checkbox"/> HIRED AUTOS | | | | |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DEDUCTIBLE | | | | \$ |
| | RETENTION \$ | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | SP8152CO | 05/15/2004 | 05/15/2005 | WC STATU-TORY LIMITS \$ OTH-ER \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| C | OTHER Auto Physical Damage | LHT335334 | 05/15/2004 | 05/15/2005 | E.L. DISEASE - POLICY LIMIT \$ |
| | | | | | Blanket Limit \$147,758,489 Ded:\$25,000 Comp. & Collision \$100,000 Hail |

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AUTHORIZED REPRESENTATIVE
Karen Graham/NMS

Karen L. Graham

IMPORTANT

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

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

DISCLAIMER

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