

**COST and INFORMATION PAGE****RAM Fuel Break Thinning  
(Rim Road, Alaska Road, & Melvina Hill Road)**

CSFS's desire is to bid the project to a single entity. However, should bidders be unwilling or unable to bid on all units/blocks, CSFS reserves the right to select whatever combination of treatment units/blocks, bid prices, and contractors is most beneficial to the State.

All bidders must submit the following information:

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

**Costs/Bids for Unit Prescriptions and Requirements**

Bid out each unit/block separately:

**Rim Road Unit 1 (31 acres):**

Block A = 11.5 acres

Price/acre: \$ 1,100 Total: \$ 12,650

Block B = 10 acres

Price/acre: \$ 950 Total: \$ 9,500

Block C = 9.5 acres

Price/acre: \$ 1,200 Total: \$ 11,400

**Alaska Road:**

Unit = 28 acres

Price/acre: \$ 1,200 Total: \$ 33,600

**Melvina Hill Road:**

Unit B = 13.5 acres

Price/acre: \$ 800 Total: \$ 10,800

**TOTAL FOR ALL UNITS (please allow for any discount due to economies of scale):** 77950

All Units = 72.5 acres

Price/acre: \$ 1,075 Total: \$ 77,937.50

**TIMING-** CSFS has specified operational start date requirements and an order in completing the project within Exhibit A – Scope of Work of the service contract. Please allow up to 4 weeks to allow time to write a contract and issue a Purchase Order. Please estimate start and end dates for entire project.

Start Date: 10/15/07

End Date: 12/31/07

**CREW SIZE & EQUIPMENT TO BE USED**

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

**PAST EXAMPLES OF SIMILAR WORK**

Attach a memo explaining past examples of work.

## Bid for RAM Fuelbreak Thinning

**From:** Native Ecology, Inc.  
Barry Bennett, President  
303-258-1753  
[barryphd@nativeecology.com](mailto:barryphd@nativeecology.com)

**For:** Colorado State Forest Service  
Bob Bundy

### Cost for Unit Prescriptions:

#### Rim Road Unit 1

Block A = 11.5 acres	Price/acre: \$1,100	Total: \$12,650
Block B = 10 acres	Price/acre: \$950	Total: \$9,500
Block C = 9.5 acres	Price/acre: \$1,200	Total: \$11,400

#### Alaska Road

Unit = 28 acres	Price/acre: \$1,200	Total: \$33,600
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#### Melvina Hill Road

Unit B = 13.5 acres	Price/acre: \$800	Total: \$10,800
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#### TOTAL FOR ALL UNITS

All units = 72.5 acres	Price/acre: \$1,075	Total: \$77,937.50
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### TIMING

Start Date: 10/15/07  
End Date: 12/31/07



## **Crew Size and Equipment to Use**

This bid is to complete the project using low impact methods with no off-road vehicle use. All felling, limbing and processing will be done with chainsaws. Logs and slash will be moved by hand. Slash will be chipped using a chipper along the roads.

Crew size will be 8 to 10 employees. The schedule set forth in the timing section assumes an average of four workable days a week due to weather. It also assumes that we are working on this project exclusively, if we are working on this project in conjunction with the fire departments portion of the project, the completion of both projects would likely be in Feb. or March of 2008 if we have reasonable weather.

## **Past Examples of Similar Work**

Native Ecology, Inc. has done fire mitigation projects for private landowners for over seven years. Most of these projects were one to five acres. All projects have been completed to the satisfaction of the clients. In the last year, we have undertaken several larger projects similar to this one, which are described below. In all of our projects we take pride in our quality of our work, surpassing contract specifications to leave the area healthy and beautiful.

**Escape Route Catastrophic Fire Risk Reduction (23.75ac, \$35,000)** – This project involved thinning dense fuels on steep slopes in Boulder County. It was a joint project between the Colorado State Forest Service and the Fourmile Fire Protection District. Fell trees were marked and leave trees were limbed to 6'. Slash was both chipped and piled. All units were finished ahead of schedule and approved upon first inspection.

Bob Bundy  
CSFS Boulder District  
(303)823-5774

Bret Gibson  
Fire Chief – Fourmile FPD  
(303)444-0882

**Forest Mitigation on Left Fork Unit 2 (8ac, \$10,000)** – This project reduced fuel loadings on a ridge top between three houses, and was administered by the Colorado State Forest Service. Fell trees were marked and leave trees were limbed to 6'. Slash was chipped. All units were finished ahead of schedule and approved upon first inspection.

Bob Bundy  
CSFS Boulder District  
(303)823-5774



**Timberlane Shaded Fuel Break Project (~30ac, \$41,500)** - This project reduced fuel loadings on steep slopes on 24 separate properties. It was a joint project between the Colorado State Forest Service and the Pinebrook Hills Homeowners Assoc. Fell trees were marked and leave trees were limbed to 6'. Slash was chipped. All units were finished ahead of schedule and approved upon first inspection.

Allen Owen  
CSFS Boulder District  
(303)823-5774

Tim Triggs  
Pinebrook Hills HOA  
(303)444-4093

**Forest Management Porter Ranch Unit 5 (38ac, \$34,960)**- This project reduced fuel loadings on moderate slopes on 24ac. US Forest Service property. It was a joint project between the Colorado State Forest Service and the USFS – Boulder District. Fell trees were marked and slash was piled and lop and scattered. Regeneration trees (<4"DBH) were also thinned to 30' spacing following a species preference order.

Allen Owen  
CSFS Boulder District  
(303)823-5774

Amy Krommes  
USFS – Boulder District  
[akrommes@fs.fed.us](mailto:akrommes@fs.fed.us)

**Yellow Pine Fuel Reduction (286.8ac, \$19,717)**- We reduced fuel loads beneath trees over the entire project area in preparation for a controlled burn. We got a late start on the project due to contracting issues, but still finished on time despite a disruption of work due to a 6" snowfall during the project.

Mindy Horitski  
USFS/Delta, CO  
(970)874-6669



Native Ecology Inc.  
Berry Bennett

303 258 1753

**COST and INFORMATION PAGE 2**  
**Four Mile and Gold Hill Fire Department**

**RAM Fuel Break Thinning**  
**(Rim Road, Alaska Road, & Melvina Hill Road)**

The Fire Districts desire is to bid the project to a single entity. However, should bidders be unwilling or unable to bid on all units/blocks, the fire districts reserves the right to select whatever combination of treatment units, bid prices, and contractors is most beneficial to the districts.

All bidders must submit the following information:

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

**Costs/Bids for Unit Prescriptions and Requirements**

Bid out each unit separately:

<b>Rim Road Unit 2</b> (9 acres):	Price/acre: \$ <u>800</u>	Total: \$ <u>7,200</u>
<b>Rim Road Unit 3</b> (8 acres):	Price/acre: \$ <u>1,100</u>	Total: \$ <u>8,800</u>
<b>Melvina Hill Road:</b>		
Unit A = 21.5 acres	Price/acre: \$ <u>800</u>	Total: \$ <u>17,200</u>
Unit C = 10 acres	Price/acre: \$ <u>800</u>	Total: \$ <u>8,000</u>
Unit D = 7.5 acres	Price/acre: \$ <u>1,100</u>	Total: \$ <u>8,250</u>

**TOTAL FOR ALL UNITS (please allow for any discount due to economies of scale):**

All Units = 56 acres      Price/acre: \$ 875      Total: \$ 49,000

**TIMING-** The Fire Districts have specified operational start date requirements and an order in completing the project within Exhibit A – Scope of Work of the service contract. Please allow two weeks to acquire a signed contract. Please estimate start and end dates for entire project.

Start Date: 10/15/07      End Date: 12/15/07

**CREW SIZE & EQUIPMENT TO BE USED**

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

**PAST EXAMPLES OF SIMILAR WORK**

Attach a memo explaining past examples of work.

By **2pm on September 11<sup>th</sup>**, please have this packet to:

Bret Gibson

91 Fourmile Canyon Drive

Boulder, CO 80302

(303) 444-0882

303 541-0665 (FAX)

Please note that State bids on the other 72.5 acres must go through the CSU Bid system.



## **Crew Size and Equipment to Use**

This bid is to complete the project using low impact methods with no off-road vehicle use. All felling, limbing and processing will be done with chainsaws. Logs and slash will be moved by hand. Slash will be chipped using a chipper along the roads.

Crew size will be 8 to 10 employees. The schedule set forth in the timing section assumes an average of four workable days a week due to weather. It also assumes that we are working on this project exclusively, if we are working on this project in conjunction with the CSFS portion of the project, the completion of both projects would likely be in Feb. or March of 2008 if we have reasonable weather.



## Past Examples of Similar Work

Native Ecology, Inc. has done fire mitigation projects for private landowners for over seven years. Most of these projects were one to five acres. All projects have been completed to the satisfaction of the clients. In the last year, we have undertaken several larger projects similar to this one, which are described below. In all of our projects we take pride in our quality of our work, surpassing contract specifications to leave the area healthy and beautiful.

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Bob Bundy  
CSFS Boulder District  
(303)823-5774

Bret Gibson  
Fire Chief – Fourmile FPD  
(303)444-0882

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CSFS Boulder District  
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Allen Owen  
CSFS Boulder District  
(303)823-5774

Tim Triggs  
Pinebrook Hills HOA  
(303)444-4093



## **Past Examples of Similar Work - Cont.**

**Forest Management Porter Ranch Unit 5 (38ac, \$34,960)-** This project reduced fuel loadings on moderate slopes on 24ac. US Forest Service property. It was a joint project between the Colorado State Forest Service and the USFS – Boulder District. Fell trees were marked and slash was piled and lop and scattered. Regeneration trees (<4"DBH) were also thinned to 30' spacing following a species preference order.

Allen Owen  
CSFS Boulder District  
(303)823-5774

Amy Krommes  
USFS – Boulder District  
[akrommes@fs.fed.us](mailto:akrommes@fs.fed.us)

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Mindy Horitski  
USFS/Delta, CO  
(970)874-6669



**Bid:**  
**Four Mile and Gold Hill Fire Departments**  
**RAM Fuel Break Thinning**

Submitted By:  
Daylight Again Fire Mitigation  
Contact: David Lasky  
3660 Sugarloaf Road  
Boulder, CO 80302-9296  
303.588.3440  
[davidlasky@sugarloaf.net](mailto:davidlasky@sugarloaf.net)

Submitted: September 11, 2007

**COST and INFORMATION PAGE 2**  
**Four Mile and Gold Hill Fire Department**

**RAM Fuel Break Thinning**  
**(Rim Road, Alaska Road, & Melvina Hill Road)**

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All bidders must submit the following information:

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

**Costs/Bids for Unit Prescriptions and Requirements**

Bid out each unit separately:

**Rim Road Unit 2** (9 acres):

Price/acre: \$ 800.00 Total: \$ 7200.00

**Rim Road Unit 3** (8 acres):

Price/acre: \$ 800.00 Total: \$ 6400.00

**Melvina Hill Road:**

Unit A = 21.5 acres

Price/acre: \$ 1200.00 Total: \$ 25,800.00

Unit C = 10 acres

Price/acre: \$ 1000.00 Total: \$ 10,000.00

Unit D = 7.5 acres

Price/acre: \$ 1200.00 Total: \$ 9000.00

**TOTAL FOR ALL UNITS (please allow for any discount due to economies of scale):**

All Units = 56 acres

Price/acre: \$ 1000 Total: \$ 56,000.00

**TIMING-** The Fire Districts have specified operational start date requirements and an order in completing the project within Exhibit A – Scope of Work of the service contract. Please allow two weeks to acquire a signed contract. Please estimate start and end dates for entire project.

Start Date: 9/20/07 End Date: 5/1/08

**CREW SIZE & EQUIPMENT TO BE USED**

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

**PAST EXAMPLES OF SIMILAR WORK**

Attach a memo explaining past examples of work.

By **2pm on September 11<sup>th</sup>**, please have this packet to:

Bret Gibson  
91 Fourmile Canyon Drive  
Boulder, CO 80302  
(303) 444-0882

Please note that State bids on the other 72.5 acres must go through the CSU Bid system.



*Crew Size and Equipment to be used:*

Depending on acreage awarded, 1-3 crews will be assigned to this project. Crews will consist of 4 individuals: 1 S-212 certified cutter/feller, 2 swampers and 1 chipper operator. Vermeer BC/935 (42 horsepower, 9 inch, hydraulic feed) chippers to be used for all pick-up truck accessible areas. A Bearcat 72493 (20 horsepower, 4 inch) chipper will be used for ATV or drafthorse accessible areas. Chainsaws will be used for all felling and limbing.

*Examples of Similar Work (all chosen examples are in the Sugarloaf Fire Protection District):*

3660 Sugarloaf Road: 14 acres, inspected by CSFS for Forest/Ag Program, consisting of aggressive mistletoe, small to medium diameter trees (Ponderosa Pine/Douglas Fir mix), and 10-20 degree slopes. Minimal road access. Combination of Defensible Space and Forest Health/Fuels Reduction. Biomass treatment: firewood and chipping.

297 Sandy: 10 Acres, Large diameter Ponderosa, small to medium Ponderosa/Doug Fir mix. Adverse Slopes. Good road access. Defensible space, and Forest Health/Fuels Reduction. Biomass treatment: firewood and chipping.

109 Post Boy: 2.2 Acres, Inspected by Boulder County Land Use. Large diameter Ponderosa, small to medium Ponderosa/Doug Fir mix and regen. Lot clearing, Defensible space, and Forest Health/Fuels Reduction. Post construction reseeding of native grasses. Biomass treatment: firewood and chipping, all materials removed from site.

427 Millionaire West: 2 acres, small to medium diameter trees (Ponderosa Pine/Douglas Fir mix), and 10-35 degree slopes. Defensible Space. Biomass treatment: firewood and chipping.

146 Old Whiskey: 1.75 acres, adverse slopes, extreme overgrowth/regen, large quantities of Rocky Mountain Juniper. Defensible Space. Biomass treatment: firewood and chipping, all materials removed from site.

406 Broken Fence: 1.5 acres, Predominately medium sized Ponderosa. Biomass treatment: firewood and chipping, all materials removed from site. Defensible Space



# ECOSCAPE

## Environmental Design

Landscaping *WITH* Nature!

To: Kathi LaFollette  
Purchasing Agent  
555 South Howes St.  
Colorado State University  
Fort Collins, CO 80523-6010

Kathi:

Please find attached a Bid Quote Response Packet for Quote Number D401166, aka the RAM Fuel Break Thinning Project located outside Boulder, Colorado. Contents should include:

- Bid cost and information page
- Proof of insurance certificate (Accord 25)
- Examples of prior work
- Explanation of crew and equipment
- Statement of intent

We look forward to working with you to provide an exemplary and timely completion to these projects.

Sincerely,

Bill Melvin  
Managing Director  
Ecoscape Environmental Design LLC  
PO Box 704  
Boulder, CO 80306

108 PAGES TOTAL

[www.EcoscapeDesign.com](http://www.EcoscapeDesign.com)

303.447.2282 • P.O. Box 704, Boulder, CO 80306





# ECOSCAPE

## Environmental Design

Landscaping *WITH* Nature!

### Ecoscape Crew and Equipment

Ecoscape Environmental Design, LLC is a Boulder-based land management company capable of all aspects of regional land care. Our forestry program focuses on wildfire mitigation, pest and disease management and general forest health with an emphasis on techniques found in the expanding field of Restoration Forestry. We believe that healthy regional forests are a requisite component of the continued quality of life in the Front Range and beyond. Ecoscape works with local landowners and agencies to create defensible space in wildfire-prone environments.

#### Ecoscape Crew:

- Ecoscape will utilize a crew of five to seven experienced forest workers for a full five-day work week.
- Our sawyers have extensive experience in mountain environments both in Colorado and elsewhere.
- 100% Safety Record
- Our management philosophies are reflected in our work on the ground.
  1. Ecoscape uses Stihl Bioplus biodegradable bar oil and Fungi Perfecti mycorrhizal spored bar oil in all our chain saws to hasten stump decomposition, soil rehabilitation and floral regeneration.
  2. We run B20 biodiesel in our New Holland Lx885 Skid steer and Dodge Ram Cummins Diesel 3500.
  3. Ecoscape restores all disturbed sites with our proprietary firewise low-grow native seed blend of grasses and wildflowers.

#### Ecoscape Forestry Equipment:

- Truck - 1 ton Dodge 3500 Cummins Diesel with 15,000 lb. winch with 90' cable.
- Truck - ¾ ton Chevy Silverado HD2500, 4WD
- Skidder- New Holland LX 885 Turbo Skid Loader
- Skidder attachments: Grapples, modified 20,000 lb. winch with 150' cable, bucket
- Chipper- Vermeer 935 9-inch chipper
- Trailer- Foster HD 12-14 Dump Trailer with 14,000 lb. capacity
- Saws- Stihl MS461, MS360, 036, 029, 025, 020T
- Initial Wildfire Attack - Pulaskis, McLeod's, Shovels, Fire Extinguishers
- Every piece of Ecoscape equipment contains fire extinguisher and first aid kit

[www.EcoscapeDesign.com](http://www.EcoscapeDesign.com)

303.447.2282 • P.O. Box 704, Boulder, CO 80306



**5/2006 Gold Run Rd./Four Mile Canyon, Boulder County**

- +/- 2 acres, 5-40% grade, southeast to northern aspect, moderate density Ponderosa pine. Created and implemented Wildfire Mitigation Plan as required by Boulder County Site Plan Review in collaboration with Eric Philips. Removed burned hazard trees from steep slope above site of structure fire, creation of defensible space around site of new structure. All slash broadcast chipped onsite.

**8/2006 Sunshine Canyon Dr., Boulder County**

- +/- 3 acres, 10-40% slope, south aspect, moderate density. Thinning for crown spacing and expanding existing fuel break along Sunshine Canyon Drive; Dwarf mistletoe (*Arceuthobium vaginatum*) removal and Mountain Pine Beetle (*Dendroctonus ponderosae*) assessment of adjacent acreage. All slash chipped and broadcast onsite.

**2/2007 Four Mile Canyon Dr., Boulder, County**

- +/- 2 acres, 50-60% grade, west aspect, moderate density Ponderosa/Juniper. 50% removal and 100% limbing on historic mill site. Steep slopes necessitated creative use of high line cable for log skidding and slash removal to minimize site disturbance. All slash broadcast chipped on site.

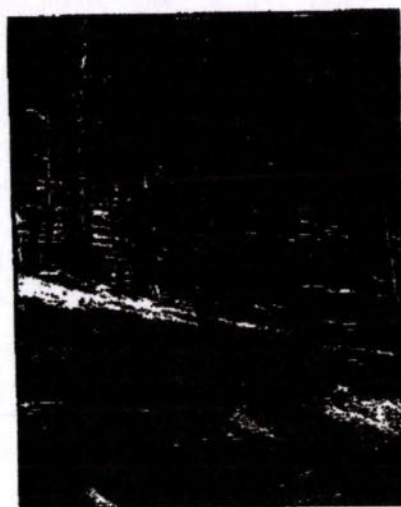




# ECOSCAPE Environmental Design

Landscaping *WITH* Nature!

**Ecoscape Environmental Design, LLC** is a Boulder-based land management company capable of all aspects of regional land care. Our forestry program focuses on wildfire mitigation, pest and disease management and general forest health with an emphasis on techniques found in the expanding field of Restoration Forestry. We believe that healthy regional forests are a requisite component of the continued quality of life in the Front Range and beyond. Ecoscape works with local landowners and agencies to create defensible space in wildfire-prone environments.



## Examples of Completed Forestry Projects:

### 10/2005 King Mountain Rd., Sugarloaf Mountain, Boulder County

- +/- 4 acres, 10-20% grade, Southeast aspect. Heavy thinning of doghair pine to achieve crown spacing of 15-20', lop and scatter, broadcast chipping of slash, creation several wildlife piles, logs stacked onsite at owners request. Onsite areas of disturbance reseeded with Ecoscape's proprietary blend of native low-grow firewise seed.

### 11/2005 Eldorado Canyon, Boulder County

- +/- 3 acres 30-40% grade, southern aspect, high density Ponderosa/Juniper interspersed with mature Ponderosa. Shaded fuel break and 50% thinning. Slash broadcast chipped onsite, implementation of contour felling of logs for erosion control and vegetation establishment. Project part of homeowner CSFS cost sharing grant program in conjunction with Corey Sechur.

[www.EcoscapeDesign.com](http://www.EcoscapeDesign.com)

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**COST and INFORMATION PAGE****RAM Fuel Break Thinning  
(Rim Road, Alaska Road, & Melvina Hill Road)**

CSFS's desire is to bid the project to a single entity. However, should bidders be unwilling or unable to bid on all units/blocks, CSFS reserves the right to select whatever combination of treatment units/blocks, bid prices, and contractors is most beneficial to the State.

All bidders must submit the following information:

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

**Costs/Bids for Unit Prescriptions and Requirements**

Bid out each unit/block separately:

**Rim Road Unit 1 (31 acres):**

Block A = 11.5 acres

Price/acre: \$ 1400 Total: \$ 16,100

Block B = 10 acres

Price/acre: \$ 1400 Total: \$ 14,000

Block C = 9.5 acres

Price/acre: \$ 1400 Total: \$ 13,300

**Alaska Road:**

Unit = 28 acres

Price/acre: \$ 1600 Total: \$ 44,800

**Melvina Hill Road:**

Unit B = 13.5 acres

Price/acre: \$ 1400 Total: \$ 18,900

**TOTAL FOR ALL UNITS (please allow for any discount due to economies of scale):**

All Units = 72.5 acres

Price/acre: \$ 1400 Total: \$ 101,500

**TIMING-** CSFS has specified operational start date requirements and an order in completing the project within Exhibit A - Scope of Work of the service contract. Please allow up to 4 weeks to allow time to write a contract and issue a Purchase Order. Please estimate start and end dates for entire project.

Start Date: 10/11/07

End Date: 4/11/08

**CREW SIZE & EQUIPMENT TO BE USED**

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

**PAST EXAMPLES OF SIMILAR WORK**

Attach a memo explaining past examples of work.



**Colorado State University - Documented Quote # D401166**  
for the Colorado State Forest Service at RAM Fuel Break Thinning

**Terms and Conditions**

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

Colorado State University  
Kathi LaFollette - Purchasing Department  
555 South Howes  
Fort Collins CO 80523-6010  
[Kathi.LaFollette@colostate.edu](mailto:Kathi.LaFollette@colostate.edu)





PURCHASING DEPARTMENT  
555 S. Howes Street  
FORT COLLINS, CO 80523-6010

DATE

08/17/07

## DOCUMENTED QUOTE

## QUOTE NUMBER

D401166

## RESPONSE DUE BY:

9/11/2007 DATE

2:00 PM TIME

## EXPECTED DELIVERY DATE:

5/30/08 for Full Project or 12/31/07 Partial

## PURCHASING CONTACT / PHONE:

KATHI LAFOLLETTE (970) 491-0763

FAX: (970) 491-5523

THIS IS NOT AN ORDER

PLEASE TYPE VENDOR NAME AND ADDRESS

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

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NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
	5	Units	RAM Fuel Break Thinning at Rim Road (A,B,C), Alaska Road, & Melvina Hill Road over 72.5 total acres for the CSFS Boulder District. It will be done IN CONJUNCTION with 56 additional acres of similar forest treatment for other local fire departments.		
			A MANDATORY Site Visit will be on Wed August 29, 2007 at 10:00 am. See directions & map enclosed for CSFS and other sites. Bidding on ANY site requires attendance!		
			See COST PAGE for # response! Thanks!		

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

TO BE COMPLETED BY VENDOR	SUPPLIER'S TERMS <i>Net 0</i>	PRINTED/TYPED NAME OF SIGNER <i>BILL MELVIN</i>	TELEPHONE NUMBER <i>303-447-2282</i>
	SUPPLIER'S DATE OF DELIVERY <i>4/11/08</i>	AUTHORIZED SIGNATURE (REQUIRED) <i>Bill Melvin</i>	TITLE <i>Owner</i>
	F.E.I.N. # <i>84-1563936</i>	EMAIL ADDRESS <i>Bill@EcoscapeDesign.com</i>	

\* Bids registration in  
progress as of 9/10/07.



To:

From: Steven Longenecker

9-11-07 1:11pm p. 1 of 1

<b>ACORD</b> <small>TM.</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 09/10/2007
PRODUCER Phone: (303) 420-4774 Fax: 303-420-2892 <b>MOUNTAIN INSURANCE BROKERS</b> 3705 KIPLING ST. #108 WHEAT RIDGE CO 80033		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED <b>ECOSCAPE ENVIRONMENTAL DESIGN, LLC</b> P.O. BOX 704 BOULDER CO 80308		INSURERS AFFORDING COVERAGE NAIC #
		INSURER A: <b>SCOTTSDALE INS. COMPANY</b>
		INSURER B: <b>Auto-Owners Insurance Company</b>
		INSURER C:
		INSURER D:
		INSURER E:

**COVERAGES**

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

INGR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
LTR	INSTR						
A		<b>GENERAL LIABILITY</b>	<b>CL31158893</b>	<b>10/20/06</b>	<b>10/20/07</b>	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b>				DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	\$ 100,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 5,000
						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. <input type="checkbox"/> LOC				PRODUCTS/COMPIOP AGG.	\$ 2,000,000
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO				BODILY INJURY (Per person)	\$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>74001408</b>	<b>10/12/06</b>	<b>10/12/07</b>	WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER 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

**CERTIFICATE HOLDER**

**COLORADO STATE UNIVERSITY**  
**PURCHASING DEPARTMENT**  
**365 AYLESWORTH HALL, SE**  
**FORT COLLINS, CO 80523-6010**

Attention:

ACORD 25 (2001/08)

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

*Steve Longenecker*  
 Steve Longenecker

Certificate # 21678

© ACORD CORPORATION 1988



drive

United Financial Casualty Company  
 PO Box 94739  
 Cleveland, OH 44101  
 800-444-4487

Policy number: 08373114-5

Underwritten by:  
 United Financial Casualty Company  
 September 11, 2007  
 Page 1 of 2

## Certificate of Insurance

## Certificate Holder

WILLIAM MELVIN  
 PO BOX 704  
 BOULDER, CO 80306

## Insured

WILLIAM MELVIN  
 ECOSCAPE DESIGN  
 PO BOX 704  
 BOULDER, CO 80306

## Agent

AMICA GENERAL AGENCY  
 3033 S PARKER RD 900  
 AURORA, CO 80014

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 7, 2007

Policy Expiration Date: Dec 7, 2007

## Insurance coverage(s)

Bodily Injury/Property Damage

Uninsured/Underinsured Motorist

## Limits

\$1,000,000 Combined Single Limit

\$500,000 Combined Single Limit

### Description of Location/Vehicles/Special Items

## Scheduled autos only

1999 DODGE RAM 3500 3B6MF3666XMV503508

Comprehensive

\$500 Ded

Collision

\$500 Ded

Stated Amount \$10,000

1990 CHEVROLET K1500 1GCDK14H9LZ235854

Comprehensive

\$500 Ded

Collision

\$500 Ded

Stated Amount \$4,000

2006 INTERSTATE TRAILER 129CC12226104128

Fire and Theft w/ CAC

\$500 Ded

Collision

\$500 Ded

Stated Amount \$2,600

1999 CHEVROLET K2500 SILVERADO 1GCGK29U9XE232703

Comprehensive

\$500 Ded

Collision

\$500 Ded

Stated Amount \$8,500

2007 WELLS CARGO TRAILER 1W4200E1474064001

Fire and Theft w/ CAC

\$100 Ded

Collision

\$100 Ded

Stated Amount \$3,500

1988 CHEVROLET R30 1GBGR34K4J101530

2007 DODGE RAM 3500 ST/SLT 3D6WH46A97G708158

Fire and Theft w/ CAC

\$500 Ded

Collision

\$500 Ded

Stated Amount \$40,000


 Continued

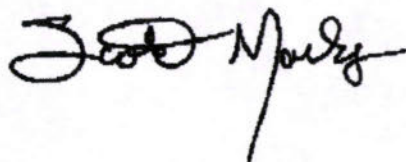


Policy number: 08373114-5

Page 2 of 2

Certificate number  
25407Q6D114

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

A handwritten signature in black ink, appearing to read "Scott M. Perry". The signature is fluid and cursive, with the first name "Scott" and last name "Perry" clearly distinguishable.

Form 5241 (10/02)



# ECOSCAPE Environmental Design

Landscaping *WITH* Nature!

To: Brett Gibson  
Chief, Four Mile Fire Protection District  
91 Fourmile Canyon Dr.  
Boulder, CO 80302

Chief Gibson,

Please find attached a Bid Quote Response Packet for Quote Number D401166, aka the RAM Fuel Break Thinning Project located outside Boulder, Colorado. Contents should include:

- Bid cost and information page
- Proof of insurance certificate (Accord 25)
- Explanation of crew and equipment
- Examples of completed projects
- Statement of intent

We look forward to working with you to provide an exemplary and timely completion to these projects.

Sincerely,

Bill Melvin  
Managing Director  
Ecoscape Environmental Design LLC  
PO Box 704  
Boulder, CO 80306

8 PAGES TOTAL

[www.EcoscapeDesign.com](http://www.EcoscapeDesign.com)

303.447.2282 • P.O. Box 704, Boulder, CO 80306



**COST and INFORMATION PAGE 2**  
**Four Mile and Gold Hill Fire Department**

**RAM Fuel Break Thinning**  
**(Rim Road, Alaska Road, & Melvina Hill Road)**

The Fire Districts desire is to bid the project to a single entity. However, should bidders be unwilling or unable to bid on all units/blocks, the fire districts reserves the right to select whatever combination of treatment units, bid prices, and contractors is most beneficial to the districts.

All bidders must submit the following information:

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

**Costs/Bids for Unit Prescriptions and Requirements**

Bid out each unit separately:

<b>Rim Road Unit 2 (9 acres):</b>	Price/acre: \$ <u>1,400</u>	Total: \$ <u>12,600</u>
<b>Rim Road Unit 3 (8 acres):</b>	Price/acre: \$ <u>1,400</u>	Total: \$ <u>11,200</u>
<b>Melvina Hill Road:</b>		
Unit A = 21.5 acres	Price/acre: \$ <u>1,500</u>	Total: \$ <u>32,250</u>
Unit C = 10 acres	Price/acre: \$ <u>1,400</u>	Total: \$ <u>14,000</u>
Unit D = 7.5 acres	Price/acre: \$ <u>1,400</u>	Total: \$ <u>10,500</u>

**TOTAL FOR ALL UNITS (please allow for any discount due to economies of scale):**

All Units = 56 acres	Price/acre: \$ <u>1,375</u>	Total: \$ <u>77,000</u>
----------------------	-----------------------------	-------------------------

**TIMING-** The Fire Districts have specified operational start date requirements and an order in completing the project within Exhibit A – Scope of Work of the service contract. Please allow two weeks to acquire a signed contract. Please estimate start and end dates for entire project.

Start Date: 10/11/07 End Date: 3/11/08

**CREW SIZE & EQUIPMENT TO BE USED**

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

**PAST EXAMPLES OF SIMILAR WORK**

Attach a memo explaining past examples of work.

By 2pm on September 11<sup>th</sup>, please have this packet to:

Bret Gibson  
91 Fourmile Canyon Drive  
Boulder, CO 80302  
(303) 444-0882

Please note that State bids on the other 72.5 acres must go through the CSU Bid system.





# ECOSCAPE

## Environmental Design

Landscaping *WITH* Nature!

### Ecoscape Crew and Equipment

Ecoscape Environmental Design, LLC is a Boulder-based land management company capable of all aspects of regional land care. Our forestry program focuses on wildfire mitigation, pest and disease management and general forest health with an emphasis on techniques found in the expanding field of Restoration Forestry. We believe that healthy regional forests are a requisite component of the continued quality of life in the Front Range and beyond. Ecoscape works with local landowners and agencies to create defensible space in wildfire-prone environments.

#### Ecoscape Crew:

- Ecoscape will utilize a crew of five to seven experienced forest workers for a full five-day work week.
- Our sawyers have extensive experience in mountain environments both in Colorado and elsewhere.
- 100% Safety Record
- Our management philosophies are reflected in our work on the ground.
  1. Ecoscape uses Stihl Bioplus biodegradable bar oil and Fungi Perfecti mycorrhizal spored bar oil in all our chain saws to hasten stump decomposition, soil rehabilitation and floral regeneration.
  2. We run B20 biodiesel in our New Holland Lx885 Skid steer and Dodge Ram Cummins Diesel 3500.
  3. Ecoscape restores all disturbed sites with our proprietary firewise low-grow native seed blend of grasses and wildflowers.

#### Ecoscape Forestry Equipment:

- Truck - 1 ton Dodge 3500 Cummins Diesel with 15,000 lb. winch with 90' cable.
- Truck - ¾ ton Chevy Silverado HD2500, 4WD
- Skidder- New Holland LX 885 Turbo Skid Loader
- Skidder attachments: Grapples, modified 20,000 lb. winch with 150' cable, bucket
- Chipper- Vermeer 935 9-inch chipper
- Trailer- Foster HD 12-14 Dump Trailer with 14,000 lb. capacity
- Saws- Stihl MS461, MS360, 036, 029, 025, 020T
- Initial Wildfire Attack - Pulaskis, McLeod's, Shovels, Fire Extinguishers
- Every piece of Ecoscape equipment contains fire extinguisher and first aid kit

[www.EcoscapeDesign.com](http://www.EcoscapeDesign.com)

303.447.2282 • P.O. Box 704, Boulder, CO 80306





# ECOSCAPE Environmental Design

Landscaping *WITH* Nature!

**Ecoscape Environmental Design, LLC** is a Boulder-based land management company capable of all aspects of regional land care. Our forestry program focuses on wildfire mitigation, pest and disease management and general forest health with an emphasis on techniques found in the expanding field of Restoration Forestry. We believe that healthy regional forests are a requisite component of the continued quality of life in the Front Range and beyond. Ecoscape works with local landowners and agencies to create defensible space in wildfire-prone environments.



## Examples of Completed Forestry Projects:

### 10/2005 King Mountain Rd., Sugarloaf Mountain, Boulder County

- +/- 4 acres, 10-20% grade, Southeast aspect. Heavy thinning of doghair pine to achieve crown spacing of 15-20', lop and scatter, broadcast chipping of slash, creation several wildlife piles, logs stacked onsite at owners request. Onsite areas of disturbance reseeded with Ecoscape's proprietary blend of native low-grow firewise seed.

### 11/2005 Eldorado Canyon, Boulder County

- +/- 3 acres 30-40% grade, southern aspect, high density Ponderosa/Juniper interspersed with mature Ponderosa. Shaded fuel break and 50% thinning. Slash broadcast chipped onsite, implementation of contour felling of logs for erosion control and vegetation establishment. Project part of homeowner CSFS cost sharing grant program in conjunction with Corey Sechur.

[www.EcoscapeDesign.com](http://www.EcoscapeDesign.com)

303.447.2282 • P.O. Box 704, Boulder, CO 80306



**5/2006 Gold Run Rd./Four Mile Canyon, Boulder County**

- +/- 2 acres, 5-40% grade, southeast to northern aspect, moderate density Ponderosa pine. Created and implemented Wildfire Mitigation Plan as required by Boulder County Site Plan Review in collaboration with Eric Philips. Removed burned hazard trees from steep slope above site of structure fire, creation of defensible space around site of new structure. All slash broadcast chipped onsite.

**8/2006 Sunshine Canyon Dr., Boulder County**

- +/- 3 acres, 10-40% slope, south aspect, moderate density. Thinning for crown spacing and expanding existing fuel break along Sunshine Canyon Drive; Dwarf mistletoe (*Arceuthobium vaginatum*) removal and Mountain Pine Beetle (*Dendroctonus ponderosae*) assessment of adjacent acreage. All slash chipped and broadcast onsite.

**2/2007 Four Mile Canyon Dr., Boulder, County**

- +/- 2 acres, 50-60% grade, west aspect, moderate density Ponderosa/Juniper. 50% removal and 100% limbing on historic mill site. Steep slopes necessitated creative use of high line cable for log skidding and slash removal to minimize site disturbance. All slash broadcast chipped on site.



**ACORD** TM. **CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
09/10/2007PRODUCER Phone: (303) 420-4774 Fax: 303-420-2882  
**MOUNTAIN INSURANCE BROKERS**  
3705 KIPLING ST, #106  
WHEAT RIDGE CO 80033THIS 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 #

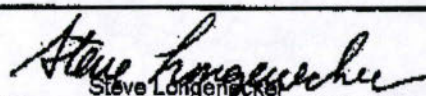
INSURED  
**ECOSCAPE ENVIRONMENTAL DESIGN, LLC**  
P.O. BOX 704  
BOULDER CO 80306INSURER A: **SCOTTSDALE INS. COMPANY**  
INSURER B: **Auto-Owners Insurance Company**  
INSURER C:  
INSURER D:  
INSURER E:**COVERAGES**THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING  
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR  
MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH  
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADOL	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			<b>GENERAL LIABILITY</b>	<b>CLS1158893</b>	<b>10/20/06</b>	<b>10/20/07</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGES TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person) \$ <b>5,000</b>
			GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS-COMP/OP AGG \$ <b>2,000,000</b>
			<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY AGG \$
			<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE \$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
			<input type="checkbox"/> DEDUCTIBLE				\$
			<input type="checkbox"/> RETENTION \$				\$
B			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>74001408</b>	<b>10/12/06</b>	<b>10/12/07</b>	WC STATU-TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
			<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICIAL/MEMBER EXCLUDED?</b>				E.L. EACH ACCIDENT \$ <b>100,000</b>
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE \$ <b>100,000</b>
							E.L. DISEASE-POLICY LIMIT \$ <b>500,000</b>
			<b>OTHER:</b>				

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

**CERTIFICATE HOLDER****COLORADO STATE UNIVERSITY**  
**PURCHASING DEPARTMENT**  
**385 AYLESWORTH HALL, SE**  
**FORT COLLINS, CO 80523-6010****CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS  
WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO  
DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. IT'S  
AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

  
Steve Longenecker

Attention:

ACORD 25 (2001/06)

Certificate # 21678

© ACORD CORPORATION 1988



United Financial Casualty Company  
PO Box 94739  
Cleveland, OH 44101  
800-444-4487

**drive**

INSURANCE FROM AMERICA

**Policy number: 08373114-5**

Underwritten by:  
United Financial Casualty Company  
September 11, 2007  
Page 1 of 2

## Certificate of Insurance

### Certificate Holder

WILLIAM MELVIN  
PO BOX 704  
BOULDER, CO 80306

### Insured

WILLIAM MELVIN  
ECOSCAPE DESIGN  
PO BOX 704  
BOULDER, CO 80306

### Agent

AMERICA GENERAL AGENCY  
3033 S PARKER RD 900  
AURORA, CO 80014

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jun 7, 2007

Policy Expiration Date: Dec 7, 2007

### Insurance coverage(s)

### Limits

Bodily Injury/Property Damage

\$1,000,000 Combined Single Limit

Uninsured/Underinsured Motorist

\$500,000 Combined Single Limit

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

1999 DODGE RAM 3500 3B6MF3666XM503508		Stated Amount	\$10,000
Comprehensive	\$500 Ded		
Collision	\$500 Ded		
1990 CHEVROLET K1500 1GCDK14H9LZ235854		Stated Amount	\$4,000
Comprehensive	\$500 Ded		
Collision	\$500 Ded		
2006 INTERSTATE TRAILER 1Z9CC12226104128		Stated Amount	\$2,600
Fire and Theft w/ CAC	\$500 Ded		
Collision	\$500 Ded		
1999 CHEVROLET K2500 SILVERADO 1GCGK29U9XE232703		Stated Amount	\$8,500
Comprehensive	\$500 Ded		
Collision	\$500 Ded		
2007 WELLS CARGO TRAILER 1W4200E1474064001		Stated Amount	\$3,500
Fire and Theft w/ CAC	\$100 Ded		
Collision	\$100 Ded		
1988 CHEVROLET R30 1GBGR34K4J101530			
2007 DODGE RAM 3500 ST/SLT 3D6WH46A97G708158		Stated Amount	\$40,000
Fire and Theft w/ CAC	\$500 Ded		
Collision	\$500 Ded		



**Policy number: 08373114-5**

Page 2 of 2

**Certificate number**

25407Q6D114

**Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.**

A handwritten signature in black ink, appearing to read "Joe Mandy". The signature is written in a cursive style with a large, stylized "J" and "M".

Form 5741 (10/02)



Big Rocks Excavating  
P.O. Box 7086  
Golden, CO 80403  
Joshua Camp

162

Colorado University  
Purchasing Dept.  
555 South Howes Street  
Fort Collins, CO 80523-6010  
Attention: Kathi LaFollette

Bob Bundy 303 823 5768

Kathi:

970 491 5523

I have carefully reviewed the project area and would like to respectfully decline to offer a bid for the RAM Forest Fuel Break Thinning for CSFS Boulder. The project area is dispersed and more catered to hand labor/chipping vs. forestry mitigation/machine operations.

We very much appreciate the opportunity and would like to express our interest in offering bids on future projects. Attached is a copy of our liability insurance to keep on file. Thank you again and we look forward to future opportunities.

Best regards,

Joshua Camp  
Big Rocks Excavating  
303-642-7272  
303-887-3779 c



P.2  
2072

<b>ACORD - CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY) 9/6/2007
<b>PRODUCER</b> (303) 442-1484 x220, Fax (303) 442-8822 <b>Taggart &amp; Associates, Inc.</b> 1600 Canyon Boulevard P. O. Box 147 Boulder CO 80306  <b>INSURED</b> <b>Custom Carpentry &amp; Design &amp; Big Rocks</b> P O Box 7086  Golden CO 80403				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.		
				<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	
				INSURER A: <u>Colorado Casualty</u>		
				INSURER B:		
				INSURER C:		
				INSURER D:		
				INSURER E:		
<b>COVERAGES</b> 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 INDR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP0549721 02	06/03/2007	06/03/2008	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Eg. occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMPROP AGG	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP0549721 02	06/03/2007	06/03/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 300,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b>				AUTO ONLY - FA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN FA ACC	\$
					AUTO ONLY: AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				JWC STATUTORY LIMITS	QTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
A	<b>OTHER Equipment &amp; Rental Equipment</b>	CPP0549721 02	06/03/2007	06/03/2008	Equipment - \$340,432 Rental Equipment - \$200,000 Deductible - \$500	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS						

**CERTIFICATE HOLDER**

For Information Only

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Alexandra Bush/AHB



**BID SUMMARY COMPARISON SHEET**

DATE: 9.11.07 TIME: 2 pm BID #: D401166  
 BID TITLE: RAM FUEL BREAK DEPT: CSFS BOULDER DEPT. CONTACT: BOB BUNDY  
 OPENED BY: Kath. Lefevre WITNESSED BY: J. Bustamante

VENDORS:	ECOSCAPE	NATIVE ECOLOGY			
CONTACTS:	BILL MELVIN	BARRY BENNETT			
RIM RD 1 \$A	\$1,400	\$1,100	\$	\$	\$
A (11.5A) \$TTL	\$16,100	\$12,650	\$	\$	\$
RIM RD 1 \$A	\$1,400	\$950	\$	\$	\$
B (10A) \$TTL	\$14,000	\$9,500	\$	\$	\$
RIM RD 1 \$A	\$1,400	\$1,200	\$	\$	\$
C (9.5A) \$TTL	\$13,300	\$11,400	\$	\$	\$
ALASKA \$A	\$1,600	\$1,200	\$	\$	\$
RD (28) \$TTL	\$44,800	\$33,600	\$	\$	\$
MELVINA HILL \$A	\$1,400	\$800	\$	\$	\$
RD (13.5) \$TTL	\$18,900	\$10,800	\$	\$	\$
TOTAL \$A	\$1,400	\$1,075	\$	\$	\$
SUNITS (72.5) \$TTL	\$101,500	\$77,937.50	\$	\$	\$
IF ALL UNITS	\$107,100 BY UNIT	\$77,950 BY UNIT			
START DT:	10.11.07	10.15.07			
END DT:	4.11.08	12.31.07			
SV ATTEND?	yes	yes			
FEIN	✓	✓			
BIDS mg	IN PROGR 9.10M.07	yes			
DATE AWARDED					
TOTAL \$\$ AMOUNT					
DELIVERY DATE(S)	4.11.08	12.31.07			
INVOICE TERMS	NØ	N30			
COI - INCLD / ON FILE	INCLD / NO	Ø NEED			
FOB POINT					
FREIGHT- INCLD/PPA					
STATE LOCTN	CO	CO			

BUDGET TOTAL: \$80K ↓



**Bob Bundy**

---

**From:** Bob Bundy [rbundy@lamar.colostate.edu]  
**Sent:** Thursday, May 15, 2008 10:07 AM  
**To:** Barry Bennett (barryphd@yahoo.com)  
**Subject:** Licksillet and Alaska work

Barry,

We just marked the rest of your Licksillet project. I'd say there is about 9 acres left to cut. About half of the acreage (primarily on the east side) is pretty dense with a lot of large diameter lodgepole and Douglas-fir to cut. The other half has is pretty open with mostly dead Douglas-fir and a lot of regen to cut.

I went by Sunshine today, it looks like you have made some progress with the slash. Although we got a few inches the other day, most of the project areas have already melted.

I've include a list of the leftover work on Alaska that the landowners sent to the community contact Steve Stein (998 Alaska). For the most part, it was regarding the slash, missed trees, stump heights, and log orientation. Although Steve knew that you were planning to go back through the project area, the word didn't get back to all the landowners. Recently, a couple of them went to him to complain. Overall, I'm guessing after a project walkthrough and chipping is done you can get all of these things taken care of. Unfortunately, at this point, we may have to complete each project based on the level of response we get from each community. Below is the list the landowners sent to Steve last month:

Chace (213 Blue Ribbon): More chipping near house, driveway, and on old mining road,

Constables (191 Alaska): Chipping

Scott Roy (162 Alaska): 9 trees not cut near power line

Spires (1000 Alaska): Cut wood and slash not stacked. About 15 trees not cut: on upper drive above green public service box, west side of house, south of turnaround, south of back patio. I believe most of these trees were along the boundary. Although they may be just on the other side of an orange boundary, they are included as I typically flag the nearest retained tree near the boundary.

One additional landowner along Alaska (I can't track down who it was): 7 or 8 more trees need cutting, and some 2'-3' high stumps.

Not sure if you have had the crew out there recently. Please let me know when you plan to be there, as I'd like to give Bret and Steve a progress report and the expected date of completion.

Thanks for your work on the projects. I know you're very busy now, but I'm sure you would like to see these completed as much as the landowners and I do.

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](mailto:rbundy@lamar.colostate.edu)

5/15/2008



Actually, there is more chipping to be done at our place. I guess a bunch of the slash from Alaska where we were talking got dragged down to our place. And to chip the slash on the old mining road that goes from our place to the trail off of the switchback on Alaska, they'll probably have to drag it to our driveway to chip as well.

-- Monika Chace

Barry said 7 or 8 more trees need cutting & that there are a number of trees that were cut at 2 or 3' high which he would like to see cut closer to the ground.

Constables: From our perspective there is nothing missing in terms of trees that still need to be cut down.

However, a good portion of the chipping for the trees that were cut down still needs to be done.

Hi Steve,

We have about 9 trees that were not cut. They are along the power line path, so maybe they didn't cut them because they were close to the lines?

Scott

Spires:

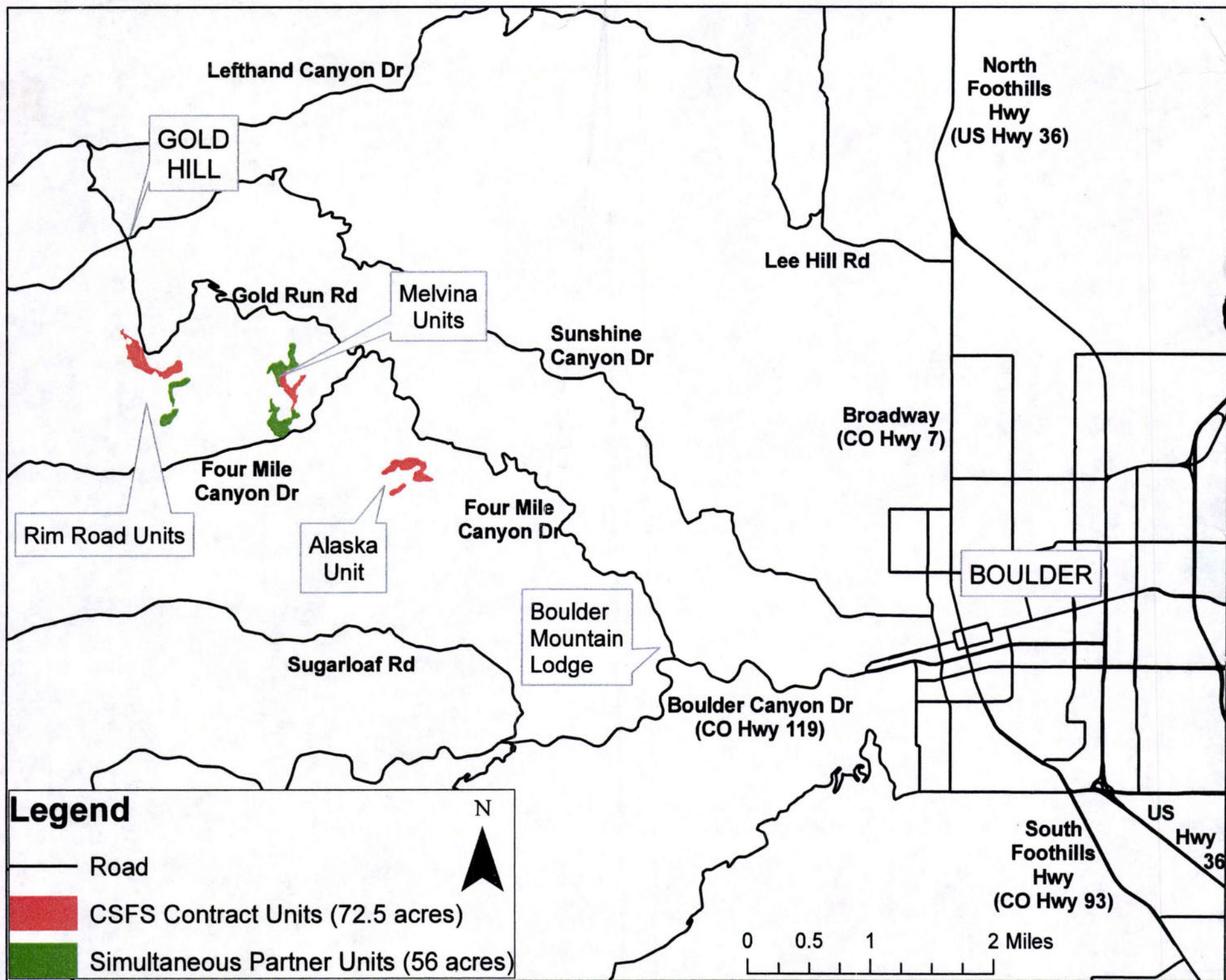
Trees with blue marks not cut:

1. On the upper drive (the area in which you cut with me last year), just to the west of (up from) the green public service box, straight ahead - 3 trees.
2. On the west side of the house in a line at the "orange boundary" - about 10 trees.
3. One tree just south of "Steve's Turnaround."
4. One large tree looking south from the back patio.

All of these trees are at the "orange" boundary, but I assumed that, in any case the blue marks designated them to be cut.

Additionally, much of the cut wood and slash is not stacked, but left where cut.







**MEMORANDUM**

Date: January 10, 2007

To: Chuck Dennis

From: Bob Bundy, Allen Owen

Subject: Front Range Fuels Application Revision

I revised the attached applications using the new form you sent out before the holidays. I also added the information you requested in that email.

As far as a timetable for project completion, it is difficult to predict the obstacles we typically encounter in the public review during project setup. With a little time (one to two years) and a lot of negotiation with landowners, I know that we can get these projects done. Our partners are willing to put forth the matching funds and efforts, but the public acceptance as implementation begins is unpredictable even with support of their CWPP. For that reason, I have included a few sub-projects within each of the applications. I can't say for sure which sub-project will run more smoothly, but I can ensure that we can meet the acreage goals outlined on the application.

My initial cost/acre on the applications was aimed to overestimate costs, and I outlined the minimum acreage we could guarantee. Before setting up the initial cost/acre number I reviewed a listing of all Boulder District's projects over the last four years and found a range of costs between \$700 and \$2,100 per acre. For the most part, the overall average cost per acre usually fell between the \$1,000 to \$1,400 range. Since almost all of the identified project areas are on steep slopes with difficult access, complex ownership, and dog-hair stands, I know the cost/acre will be toward the upper end of this rate.

It should be noted that many of the fuel breaks will be created directly adjacent to homes. We are trying to get away from paying for D-space work with Front Range money due to the high cost of micro-managing the project standards. We plan to have the d-space remain a primary responsibility of the homeowner, which will eliminate much of the additional demands on grant funding.

Our goal is to treat all property owners' parcels in the CWPP identified areas to CSFS Fuelbreak Standards, regardless of the size of lots. At times in subdivision settings, this treatment area is less than our minimum standard of 300 feet. In an attempt to maximize or to meet this standard we will contact contiguous landowners and apply the same treatment on all identified properties. When we combine this approach near previously thinned properties, existing roads, utility easements, driveways, and home defensible space footprints, a majority of the time we are able to achieve the minimum standard of 300+ feet in fuelbreak thinning. The project complexity in our WUI landscape in subdivision settings is very high and labor-intensive. Sometimes these aren't textbook "fuelbreaks"; we tend to offset this by applying a more "landscaped/manicured" approach in what Allen refers to as "subdivision forestry". In the end, although the width of the fuelbreak varies, the sum of these different treatments has the same affect as a textbook fuelbreak.



To complete each of the projects we often find the biggest obstacle being the public's demands on standards. Although we work with partners in prioritizing projects based off of their CWPP, we get them to match funds and efforts by negotiating the standards of the project and therefore the price.

In many circumstances we can get the price down below \$1,350 per acre for basic cutting, limbing, and piling. I also like the idea of stating that the CSFS will only pay for up to \$675 per acre of fuel break work. I am basing this primarily from the current LOA standard rate for FLEP and WUI we use for an acre of cutting, limbing, burning. In the past, it has gone up to \$875 if people are hauling or chipping instead of burning (taken from CSFS LOA Fact Sheet #7). There is still a LOA Fact Sheet #10 standard of \$1,000 cost share for fuel breaks, but agree that \$1,000 match is too high in most instances. In typical circumstances \$675 match maximum will work, but at times it will require additional match from the partners and will lower the overall acreage due to the limited available match of our partners.

In the Boulder Mountain FD application, I had to cut the overall total expected acreage when using the \$675 matching rate provided by CSFS. Knowing the standards that will be demanded for work within the communities, the fire department will have to put out more of their matching funds toward fulfilling the standards. Since the amount we are applying for is based on the available cooperator match, we may not be able to get as many acres completed. One way to look at it is: if we increase the available matching funds from our end, even if the expected cost/acre is higher, the overall completed acres will increase because the cooperator match will go further.

I would like to use machinery whenever it is possible. However, the only project areas where this may work are in the Boulder Mountain FD, after a lot of marketing from my end. The issue here is not only the public acceptance, but also the fact that a large majority of the matching funds for the projects come from in-kind work by the FD mitigation crew. Boulder Mountain Fire District doesn't necessarily put aside money to contract mitigation. As stated in the application, I foresee around a third of the work in the district being done via contracting, and two-thirds via pass through or LOA reimbursements. A majority of the match will come from the FD mitigation crew completing a portion of the proposed project areas. The yes/no question in block 3 of the applications are therefore not completely accurate since only a portion of the funds would be contracted. See the first section of block 4 for more details on each application.

Note: We have a copy of the Boulder Mountain CWPP on file at our office and will soon be providing that to the state office. The Fourmile and Gold Hill CWPP's are available online at:

GHFD: <http://goldhillfire.org/cwpp/> (still being updated periodically)

4MFD: <http://bcn.boulder.co.us/emergency/fourmile/cwpp.shtml> (going through a public review)

Please call our office if you have any questions.

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](mailto:rbundy@lamar.colostate.edu)



**Colorado State Forest Service**  
**Front Range Fuels Treatment**  
**Partnership**  
**Wildland Urban Interface**  
**Grant Application**

FOR CSFS USE ONLY	
District Submitting Project:	Boulder
Forester Submitting Project:	Bob Bundy
District Priority Number:	1 of 2
Date Submitted:	1-10-07
FRFTP Rating:	

Applicant Information	
Applicant:	CSFS – Boulder District
Contact Person:	Bob Bundy
Address:	5625 Ute Highway
City/Zip Code:	Longmont, CO 80503
Phone (Work/Cell):	(303) 823-5774
Email:	rbundy@lamar.colostate.edu
Fax:	(303) 823-5768

Community At Risk Information			
Name of Project:	Fourmile CWPP		
Community Name(s):	Logan Mill/ Gold Hill / Canyonside		
County:	Boulder	Congressional District:	2nd
Latitude (decimal degrees):	North 40°.05	Longitude (decimal degrees):	West 105°.22
Threat Description (check all that apply)			
Homes:	<input checked="" type="checkbox"/>	Number of:	300
Infrastructure:	<input checked="" type="checkbox"/>	Estimated value of:	150M
Businesses:	<input checked="" type="checkbox"/>	Number of:	5
Economic Viability:	<input type="checkbox"/>	Estimated value of:	
Watersheds:	<input checked="" type="checkbox"/>	Number of:	2
Historic Structures:	<input checked="" type="checkbox"/>	Number of:	numerous
Other (Describe):			

Requested Grant Amount / Project Description	
All information for the project must fit into the space provided below. The review committee will not consider attachments.	
Dollar Amount Requested \$ 51,900	Projected Match \$ 52,500
Will funds be used as Landowner Assistance or a Pass through Grant? (check one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Provide a brief overview of the project and the project area. (If applying for a fuels reduction project, identify vegetation types, fire regime and condition class)	
<p>Four Mile Fire Protection District (4MFPD) is located in the Colorado Front Range Red Zone. A majority of the homes in this district reside at the bottom of a steep canyon. The district has often been referred to, by local fire professionals, as having the worst WUI problem within Boulder County with the highest potential for loss of life in the instance of a large wildland fire. It is commonly noted that if a fire were to start during high winds in a location with difficult access, the wind would quickly channel a fire toward a high number of homes resulting in major evacuation problems. With this knowledge, the 4MFPD chief pushed to have the fire district create the CWPP. The CWPP shows the biggest need for safe evacuation routes along major roads, as well as the creation of shaded fuel breaks. The most critical area in the district is the community of Logan Mill which has a large number of poorly maintained roads and homes built on mining claims along very steep slopes. The other areas identified for treatment exist on the outer edges of the fire district boundary. Treatment in those locations would greatly benefit high population communities along the district's boundary. One project area covered by this application is also referred to in the Gold Hill CWPP as a priority treatment area. All treatment is to occur in a dense mixed conifer fuel model (FM9). The project areas' fire regime historically fell within a 0-35 year frequency with a mixture of condition class 2 and 3. The fire district has completed a few mitigation projects each year, and the emphasis on evacuation routes continues to be the priority.</p>	



### Scope of Work / Project Timeline

All information for the project must fit into the space provided below. Attachments will not be considered during the review

**Provide a brief scope of work that clearly describes how grant funds will be spent.** (*This should be more specific than the project description*): The project will install and extend shaded fuel breaks along and around major roads within the fire district. The work will be performed primarily using contractors. The shaded fuel breaks will be setup by CSFS personnel using CSFS guidelines (at least 300 feet wide fuel breaks adjusted for slope). The proposed locations include areas on or above steep slopes, chimneys, and gullies with heavy forest cover. All fuel breaks will tie into existing breaks and meadows. In creating the fuel breaks, all ladder fuels will be eliminated, retained trees will have at least 15 feet crown spacing, and standard tree health/size/species diversity will be taken into account during project marking. The fuel breaks will have some of the slash chipped, but a majority of the slash will be burned the following winter. The requested funds for this project will be sufficient to create 72 acres of shaded fuel break treatment with an approximate width of 300 feet. Please note, that I am estimating that approximately two-thirds of the project will be completed via the CSFS contract process, and the remaining one-third of the work will be completed by the two mitigation crews listed below. Therefore, approximately one-third of the money will be used as a LO Assistance or a Pass Through Grant. This is outlined in block 8 below.

**4 Describe the maintenance plan for this project** (*suggested time frame is 10 years*):

Home Owners Associations, in conjunction with the fire district, will monitor the projects for regeneration of fuels and will identify any diseased or dying trees that may pose a fire hazard or forest health risk. Community wildfire protection plans specifically identify the need for continued maintenance of fuel breaks. In addition, individual home owners will be instructed and educated about the need to maintain defensible space. The CSFS district has an ongoing record of specific fuel break locations and the date of completion. The district will review the project area within 10 years to monitor for maintenance needs.

**Will all treatments meet CSFS Standards?** (*check one*) ☒ Yes ☐ No

**What is the duration for project implementation?** (*check one*) ☐ One Year ☒ Two Years

**Is this a continuing project from previous year/s?** (*check one*) ☒ Yes ☐ No

**Provide a timeline for implementing the project:**

Upon grant award, a CSFS representative will work with the fire chief to organize community meetings, mark project areas, and finalize permissions. Tree cutting will commence immediately following the finalization of project setup, matching fund collection, contract negotiation, and landowner permissions. Project cutting will be completed within a few months of project setup completion. If an obstacle arises in the permissions or contracting step of the process, it could push the project back a few months. Although there are no foreseen issues with the overall project details as outlined in the CWPP, the process could be slower if extra time is needed with landowners.

### Interagency Collaboration

**Specify the private, local, tribal, county, state, federal and/or non-governmental (501c3) organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make** (*i.e. – donating time equipment, funding, etc.*):

Participants include the 4MFPD, CSFS, private landowners, contractors, Boulder County Land Use, Boulder County Parks and Open Space (BCPOS), and City of Boulder Open Space and Mountain Parks (OSMP).

5a

The CSFS and 4MFPD will hold public meetings with the affected landowners to provide information on project plans and educate landowners on the rationale behind specific details of the project. The CSFS will do a majority of the project setup with a great deal of landowner coordination being done by the 4MFPD. OSMP and BCPOS will assist in project setup on their property/easements. Boulder County Land Use will assist with project setup and will provide the fire department with a chipping grant. The 4MFPD, OSMP, and landowners will provide matching hard dollars and in-kind time. The fuels treatment labor will be completed by a mix of contractors, OSMP forestry crew, and BoCo Emergency Services Crew. Initial estimates are that approximately two-thirds of the project will be completed via the CSFS contract process, and the remaining one-third of the work will be completed by the two mitigation crews listed above.



5b	<b>Community Wildfire Protection Plan (CWPP)</b>	
	Does this community have a wildfire protection plan that follows the Healthy Forest Restoration Act CWPP guidelines? (check one) <input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> in development	
	Is this project part of the plan? (check one) <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
	A copy of the plan (final, draft, or proposed outline) must be submitted with this application.	

6	<b>Project Category</b> (check all that apply and answer related questions)	
	Hazard Fuels Reduction <input checked="" type="checkbox"/>	
	Number of acres to be treated:	72
	Estimated cost per acre:	\$1,250
	Number of communities directly affected by this project: 4	
	Information & Education <input checked="" type="checkbox"/>	
	Number of citizens to be reached:	74+
	Planning <input type="checkbox"/>	
	Number of residences affected:	
	<b>Project Type</b> (check all that apply)	
Assessment / Scoping:	<input type="checkbox"/>	
Implementation / Treatment:	<input checked="" type="checkbox"/>	
Homeowner / Community Action:	<input checked="" type="checkbox"/>	
Monitoring / Evaluation:	<input type="checkbox"/>	
Information / Education:	<input checked="" type="checkbox"/>	

7	<b>Grant Contributors (Matching Share)</b>							
	(Applications will be disqualified if insufficient match is identified; federal dollars DO NOT qualify- see criteria & instructions for exception) Please specify each match contributor and the dollar amount of each contribution. PLEASE FILL ALL FIELDS							
	Contributors: (Please specify)	Fourmile FD	Landowners	City OS	BoCo Land Use	Bo Co Emer. Serv.	BoCo Parks Open Space	TOTAL
	Dollars (HardMatch):	\$25,000	\$16,000	0	\$2,000	0	0	\$ 43,000
	In-Kind (SoftMatch):	\$1,000	0	\$5,000	\$500 +	\$3,000	0	\$ 9,500
	TOTAL:	\$ 26,000	\$ 16,000	\$ 5,000	\$ 2,500	\$ 3,000	\$ 0	\$ 52,500

8	<b>Total Project Expense (break down matching share totals from block seven)</b>				
	Please fill all fields	Grant Share (\$ Amount Requested)	Match (from block seven)		TOTAL
			Dollars	In-Kind	
	Personnel / Labor:	\$15,000	\$13,000	\$2,000	\$ 30,000
	Operating:	0	0	0	\$ 0
	Travel:	0	0	0	\$ 0
	Contractual Services:	\$30,000	\$30,000	0	\$ 60,000
	Equipment:	0	0	0	\$ 0
	Indirect Costs:	\$6,900	0	\$7,500	\$ 14,400
	TOTAL:	\$ 51,900	\$ 43,000	\$ 9,500	\$ 104,400



# Legend

- House
- Road
- Fire Districts
- Recent Treatment
- Planned Treatment

## THE BIG PICTURE BOULDER

N



Boulder Heights

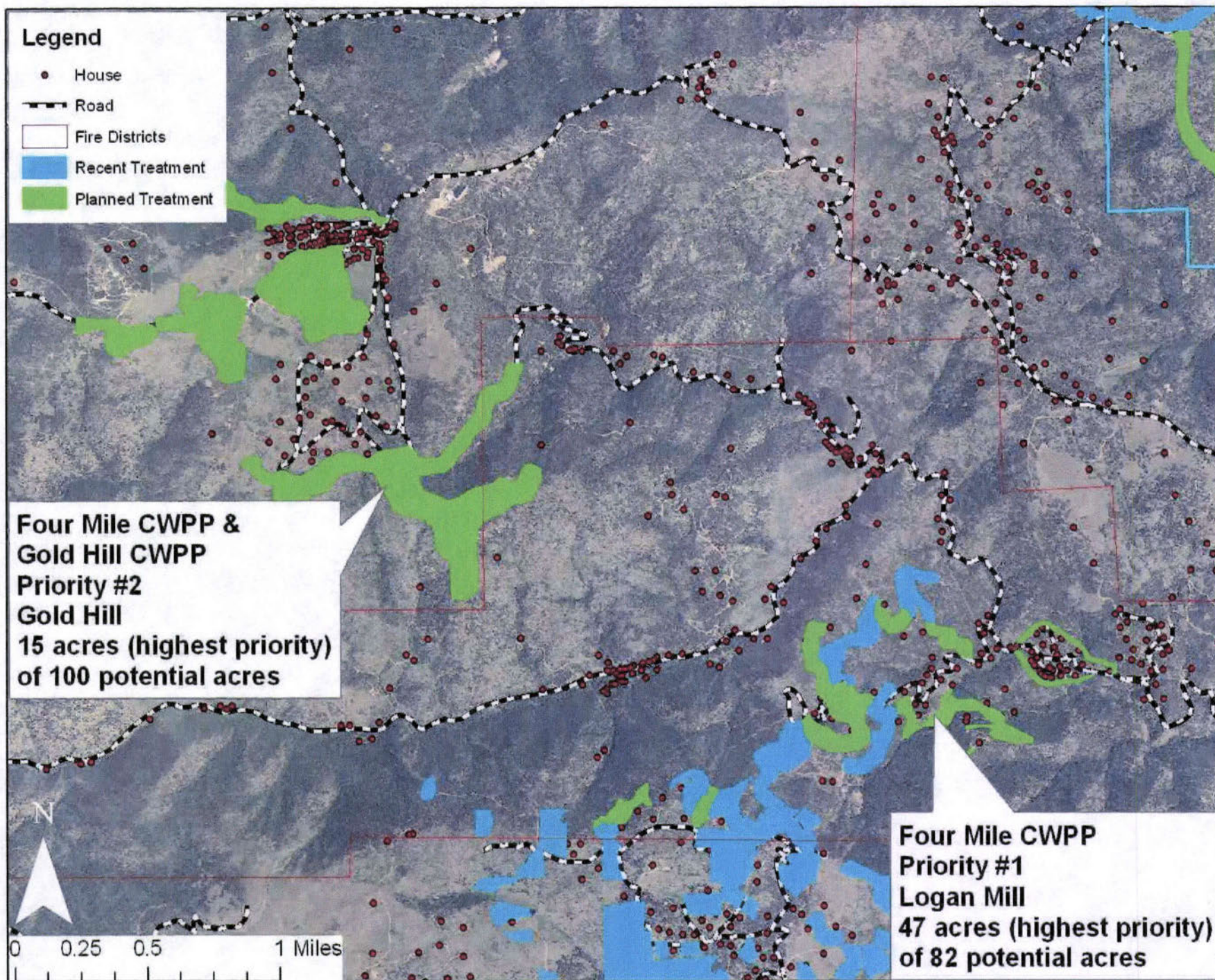
GOLD HILL

Logan Mill

BOULDER

0 0.5 1 2 Miles







- Legend**
- House
  - Road
  - Fire Districts
  - Recent Treatment
  - Planned Treatment

**Boulder Mtn CWPP**  
**Priority #3**  
**Mt. Sanitas**  
**10 acres (highest priority)**  
**of 27 potential acres**

**Four Mile CWPP**  
**Priority #3**  
**Canyonside**  
**10 acres (highest priority)**  
**of 66 potential acres**



0 0.25 0.5 1 Miles



## EXHIBIT A TO INDEPENDENT SERVICES CONTRACT STATEMENT OF WORK

### RAM Fuel Break Thinning (Rim Road, Alaska Road, & Melvina Hill Road)

#### Purpose:

This project has the following objectives:

- Improve vital evacuation routes to allow for safer travel for homeowners leaving and firefighters entering a wildfire area.
- Create a wildfire defensible zone by creating a shaded fuel break with reduced tree densities, removing ladder fuels, and modifying stand structure. Develop a much more open stand character.
- Reduce wildfire hazards for multiple homes by creating a shaded fuel break and completing defensible space work near surrounding communities.
- Improve forest health by increasing tree vigor through removal of excess and unhealthy trees.
- Enhance existing aspen clones by greatly reducing the number of conifers in and around the aspen stands.
- Improve wildlife habitat by creating wildlife piles and encouraging the development of native grasses.

#### Project Location:

All project areas are located in Boulder County, Colorado, approximately 10 miles west of the city of Boulder along Four Mile Canyon. The project areas are each 5 miles apart (approximately a 20 minute drive). Projects are located in portions of Section 13, T1N, R72W & Sections 18 & 20, T1N, R71W.

**Access:** Access to all treatment areas is over well-maintained roads and less than a 30 minute drive from Boulder, Colorado.

- **Rim Road Access:** From Broadway (CO 7/93) in Boulder take Boulder Canyon (CO Hwy 119) 2.8 miles south (west) to Four Mile Canyon Dr. Take Four Mile Canyon Dr north 4.9 miles to Gold Run Road. Follow Gold Run Road north 3.2 miles to Dixon Road. Follow Dixon Road west .1 miles to Rim Road and the north end of the unit.
- **Alaska Unit Access:** From Broadway (CO 7/93) in Boulder take Boulder Canyon (CO Hwy 119) 2.8 miles south (west) to Four Mile Canyon Dr. Take Four Mile Canyon Dr north 3.8 miles to Logan Mill Road. Take Logan Mill Road west .6 miles to Wendeleen Way, and Wendeleen .3 miles to Alaska and the north end of the unit.
- **Melvina Unit Access:** From Broadway (CO 7/93) in Boulder take Boulder Canyon (CO Hwy 119) 2.8 miles south (west) to Four Mile Canyon Dr. Take Four Mile Canyon Dr. north 4.9 miles until it forks with Gold Run Road. Continue west on Four Mile Canyon Dr. one more mile to Melvina Hill Rd and the south end of the project area.

#### General Description of Work:

Work involves fuel reduction and restoration thinning on 72.5 acres. This work will be done in conjunction with 54 additional acres of cooperated funded forest treatment. All project areas and units will be shown together. Work will involve chainsaw and chipper treatment, as well as the option to use small mastication equipment with fecon heads on the acreage with less than 30% slope. The stands consist of a dense mix of ponderosa pine and Douglas-fir with scattered juniper and aspen. The project involves fuels treatment units located along dirt roads and around numerous homes. The slopes in the project areas range from 0 to 50%, with a majority of the project under 40% slope. The remaining vegetation emphasis is to retain and manage ponderosa pine and Douglas-fir in excess of 12 inches in diameter with an average of 15 foot spacing between tree crowns of individual trees and tree clumps. The target stand is to leave approximately 40 trees of greater than 12" in DBH per acre and scattered smaller trees over the entire project site. However, the number of removal trees varies depending on existing stand conditions, density, and slope. Species and size diversity were taken into account, but preference on tree selection focuses on the elimination of ladder fuels and the creation of crown spacing. The fuel break will be an average of 300 feet wide (150 feet or more on each side of roads), depending on slope operability, roads, and other natural and man-made features. The fuel break ties into defensible space areas around multiple homes within each unit.

#### Project Setup:

- **Units:** The project is divided into three units that are within 5 miles and a 20 minute drive from each other. The "Unit Descriptions" section of this document goes into detail on the differences between the units.
- **Boundaries:** Unit boundaries are represented by orange flagging on retained boundary trees. Flags were placed on trees less than 50 feet apart so that it is easy to see the direction of the unit boundaries.
- **Marking:** All trees identified for cutting have been marked with a spot of blue paint, or blue flagging (in more aesthetically sensitive areas). Some landowners have placed pink flagging around a few blue marked trees within the unit. These flagged trees are not to be cut.



### Unit Descriptions:

This project includes three treatment units. All treatment units combined have a gross acreage of approximately 72.5 acres.

- **Rim Road Unit 1 Description:** This 31 acre unit is a mixed stand of ponderosa pine and Douglas-fir with an aspen stand and very few Rocky Mountain junipers. Canopy closure varies from mostly closed mixed-conifer on north slopes to fairly open ponderosa pine on flat and south facing slopes. The fuel break runs along a ridge top with a majority of the slope at 0%. Less than one third of the unit has slopes as steep as 40%.
- **Alaska Unit Description:** This 28 acre unit is a dense north facing mixed stand of ponderosa pine and Douglas-fir with a few scattered Rocky Mountain junipers. Canopy closure is mostly closed throughout the entire unit with less than 6 acres of fairly open canopy. The slopes range from 0 to 50% with an average of 25% slope for the entire unit.
- **Melvina Unit B Description:** This 13.5 acre unit is a primarily ponderosa pine stand with varied density. Approximately half of the stand is a fairly open with heavy dwarf mistletoe infestation. The other half consists of dense dog-hair groupings of ponderosa. The slopes generally range from 0 to 40%, with about 2/3rds of the unit being at a 10% slope.

### Treatment Specifications (all units):

- **Tree Selection:** Aspen and large, well-formed ponderosa pine are favored for retention. In order to maintain a forested appearance, well-spaced Douglas-fir and Rocky Mountain juniper may be retained where no nearby healthy ponderosa or aspen exist. Dead, diseased, unhealthy, and ladder fuel trees are favored for removal. In areas where mastication equipment is used, minimal alterations to the marking are acceptable as long as it meets the average target spacing of 15 feet between crowns of trees.
- **Ladder Fuels:** All retained ponderosa and Douglas-fir trees within the units must be low-limbed up to a minimum of 7 feet from the ground or 1/3 the height of the tree (whichever is less). A majority of the conifers 6 inches or less at DBH that are growing within 15 feet of larger trees are marked for removal. Some small regen trees are not marked, but they should be cut if they are not isolated (more than 15 feet from retained trees). In order to provide for better wildlife habitat and/or visual screening, some landowners have tied pink flagging around a few of these trees indicating that they are not to be cut.
- **Dwarf Mistletoe:** Areas within each of the units have varying levels of Dwarf Mistletoe infestation. They are marked differently depending on their degree of infestation and the host trees' proximity to healthy trees. In general, the units are marked to greatly reduce the amount of Dwarf Mistletoe.
- **Snags:** Due to the fuel break nature of the units, few snag trees are to be retained in the project area. However, isolated large-diameter dead trees have not been marked and are to be retained for wildlife snags.
- **Stump Height:** All trees will be severed from the stump completely. All stumps will be cut/grinded to a height of less than six inches as measured on the uphill side. In areas where mastication equipment is used, the contractor will grind stumps to ground level or as low as possible based on slope, rocks, or other features.
- **Aspen:** Very few diseased and dead aspen trees have been marked for removal. Numerous small conifers within the aspens have been marked, and must be removed. It is acceptable to cut a few aspen if it is necessary to reach marked conifers. The contractor should use extra caution in ensuring no damage occurs to retained aspen trees.
- **Ground Juniper:** Although ground juniper is not identified for treatment, it may be cut in order to access conifers that fall within the prescription. Any ground juniper that is damaged during the operation should be removed in its entirety.
- **Mountain Pine Beetle & Ips Beetle Recognition and Prevention:** The contractor is responsible for treating any cut material in a timely fashion. Slash or round wood should never be left within five feet of trees. The contractor is responsible for treating any trees currently infested with mountain pine beetle (MPB). Infested trees must be felled, chipped, debarked, or undergo solar treatment. If significant MPB activity results from cutting, treatment in the unit may be postponed solely based upon the judgment of the CSFS representative.

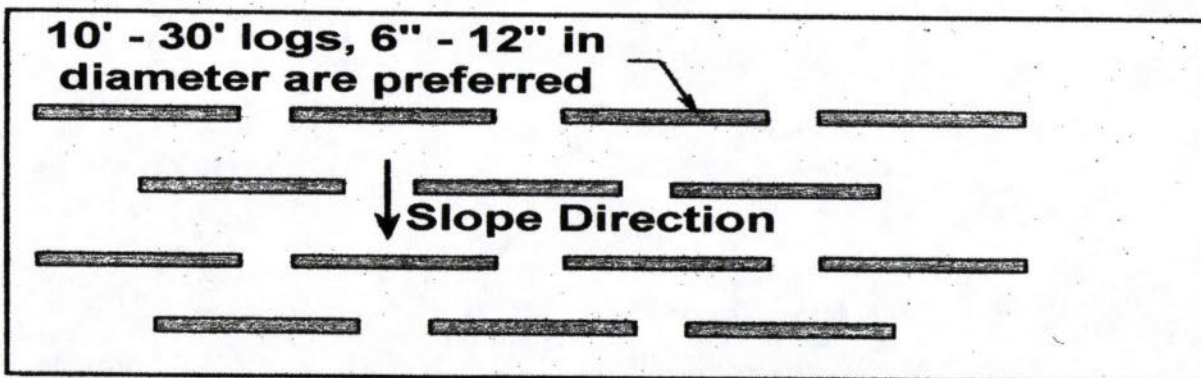


○ **Mastication:**

- In areas where mastication equipment is used, minimal alterations to the marking are acceptable as long as it meets the average target spacing of 15 feet between crowns of trees. All mechanically masticated and mulched material shall be smaller than four feet long and eight inches in diameter. Mastication material or chunk depth will not exceed six inches. Mastication debris must not be propelled near homes.
- The contract administrator may require the contractor to mulch leave trees that have been significantly damaged (broken top, multiple equipment scars, equipment scarring in excess of 12x6 inches on the trunk, or an area encompassing more than two-thirds of the trunk circumference) by the contractor. The contractor must minimize damage to residual trees.
- Soil disturbance will be as minimal as possible. Ruts and/or depressions in the soil caused by contractor equipment will be less than six inches deep. In areas where machines have used a path repeatedly, water-bars will be installed by the contractor if the contract administrator determines they are necessary.
- Fuel, hydraulic fluid or other chemical spills will be reported to the contract administrator immediately. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant, or other fluids shall be removed and placed in covered drums or other acceptable containers for proper disposal by the contractor.
- Damaged gates, fences, or signs will be repaired or replaced by the contractor, at the discretion of the contract administrator.

○ **Slash Treatment:** The objective of slash and materials treatment is to remove enough slash to reduce the fuels buildup to an acceptable level, yet leave enough on site for future soil development and to prevent significant erosion on trails, disturbed areas, and steep slopes. The following guidelines should be used throughout the project area. Distance from the road and slope determines the method(s) used. Refer to unit maps.

- **Directional Felling Contour Logs:** 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. The contour logs are to be placed following the contour and 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). 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. 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 the downhill side.



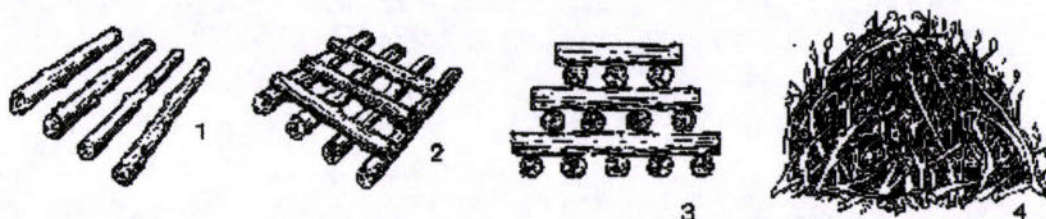
**FIGURE 1 - Theoretical Pattern for Contour Tree Felling**

- **Round Wood:** Round wood over 6 inches in diameter that is not used as part of the contour felling, shall be left for use as firewood. If round wood is near a road or home, it is to be stacked in an accessible location. If round wood is not easily accessible, it is to be consolidated into stacked piles away from retained trees. All cut trees over 6 feet long or over 6 inches in diameter should be limbed completely and bucked into sections measuring 8 feet or less. Felled trees must be limbed to a 3-inch or less top diameter.
- **Chipping:** The "Chipping Areas" identified in attached maps must have all slash less than six inches in diameter stacked neatly along the nearest road or trail. The needed slash piles existing along the roads and any created slash must be chipped within two weeks following piling. Chipped material that is broadcast back onto the work site should not exceed a depth of 6" to ensure proper decomposition and nitrogen



recycling. The chipping areas typically fall within the area 50 feet from all roads, driveways, and homes, as well as identified areas on specific parcels. See the attached unit maps for specific chipping locations.

- **Wildlife Piles:** Two to three wildlife piles should be left per acre where chipping is not required. Piles should use small logs four to six inches in diameter, and four to eight feet long. The logs should be placed in a "cross-hatch" pile at least two feet high. The piles should be covered thoroughly with various lengths of slash. (see diagram below).



- **Burn Piles:** Up to ten wildlife piles may be left per acre where chipping is not required. Burn piles should consist of slash less than six inches in diameter. Piles shall be located in clearings at least 15 feet away from residual trees and 75 feet away from the main roads and houses. Piles shall be no larger than 6ft high x 8ft long x 8ft wide. 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. Piles shall not be placed on rock outcroppings, in ditches, near culverts, in streambeds, on roads, on stumps, or on down woody material greater than 6 inches in diameter. All material in piles shall not exceed 6 inches in diameter.
- **Lop and Scatter:** Small amounts of slash may be left on the forest floor in areas where chipping is not required (greater than 50 feet from roads and houses). Scattered slash should not exceed 8 inches in depth, six feet in length, or cover more than 50% of the ground in a discontinuous pattern. Scattered slash should not be within 10 feet of wildlife/burn piles or retained trees. This slash should be used to compliment the contour felling and erosion control, but should be minimized so as not cover the contours completely.

#### Weed prevention/Rehabilitation/Reclamation:

- The undercarriage and tires of all trucks and equipment must be washed offsite before entering the project area to reduce the spread of noxious weeds from other projects. A CSFS representative must be present to inspect vehicles and machinery before they are brought onto the project site. Machine operations should avoid driving through weed areas.
- No major reseeding effort is expected to be necessary for this project; however reseeding may be required if the contractor uses equipment off-road and exposes bare soil. The requirement for such reseeding will be the decision of the Contract Administrator. Any and all reseeding will be done with the following seed mix:

SPECIES	VARIETY	Percent of Mix	Broadcast Rate of Pure Live Seed Lbs/Acre
Arizona fescue	Redondo	20	9 x .20 = 1.8
Western wheatgrass	Barton/Rosana	20	32 x .20 = 1.8
Streambank wheatgrass	Sodar	20	22 x .20 = 1.8
Indian ricegrass	Nezpar	20	25 x .20 = 1.8
Blue grama	Lovington	20	6 x .20 = 1.8
	<b>TOTALS</b>	<b>100%</b>	<b>18.80</b>

#### Additional Performance Standards:

- All issues and concerns of adjacent property owners and others shall be referred to the Contract Administrator.
- The contractor may operate six days a week (Monday to Saturday) from 8 a.m. to sunset. Specific site operational times are subject to change if problems arise with private landowners.
- Site should be left in a safe manner and at the end of every work day.
- Neither trash nor litter will be left by the contractor anywhere on the project area, access route, or vicinity.
- All access roads will be kept passable at all times. Any significant accumulations of slash, chips, or mulch on the access roads and trails will be removed by the contractor daily. The contractor should not drive equipment outside of project unit boundaries and should only use existing access roads to reach the proposed work areas. The contractor must not damage or significantly impact any access roads or trails as a result of project work. Significant damage to



existing roads or other improvements caused by the Contractor must be repaired by the Contractor as soon as possible. Roads and other improvements will be repaired to the same condition as found prior to the start of work. This repair may include repairing or replacing drainage control features. The Contract Administrator will determine if road repair is necessary.

- Each vehicle must have a Class A, 5 pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.

**Operation Restrictions:**

- The Contract Administrator may suspend or limit operations in the case of extreme fire danger, irresolvable project related issues with landowners, mountain pine beetle outbreak, or failure to meet contract specifications.

**Subcontracting:**

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

**Administration:**

- All treatment units combined have a gross acreage of approximately 72.5 acres. All operable areas will be treated. However, Colorado State Forest Service (CSFS) recognizes that portions of some blocks may not be treatable due to landowners repealing their access agreements. If an irresolvable issue arises, the Contractor will be paid for the acreage completed. Contract Administrator will GPS completed acres to determine final completed acreage and appropriate payment.
- The contractor shall notify the Contract Administrator prior to moving any equipment into the project area and also prior to the start of work. No work will begin without the presence of the Contract Administrator.

**Damage Deposit:**

A Damage Deposit of 10% of the total contracted amount will be required upon contract award. The deposit shall be in the form of cashier's check, certified check, money order, or irrevocable letter of credit payable to the CSFS. One deposit per contractor is required. The deposit shall be used in part or in full, to correct deficiency in any work not completed to agreement specifications. The deposit will be retained in full should the Contractor fail to complete the contracted work in the time frame specified in the Independent Services Contract. The deposit or its balance will be released to the contractor promptly upon satisfactory completion of the contract.



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

At the time of signing, a written Operational Plan shall be agreed to between the contractor and the Contract Administrator. Among other things, the plan shall describe projected start and end dates for the project, the order of work among the various units, projected times to complete each unit, etc. The contractor must begin work within one month of a signed contract. For each day past this one-month window, the Contractor may be assessed a \$250 fine, except as approved by the Contract Administrator. Work within one unit must be completed before moving to another unit. Units must be completed in this order: Rim Road Unit 1, Alaska Unit, Melvina Unit B.

Requests for payment may be made upon successful completion and acceptance of work by the Contract Administrator. Payments may be requested and received up to three times per unit after it has been completed, inspected, and approved by the Contract administrator. The Contractor should expect a payment processing to take ~ 4 weeks from the day of delivery to the Contract administrator. There will be no partial payments.

Due to funding constraints, meeting time requirements in all phases of this project is critical. Upon project completion, the contractor must request a final inspection by the Contract Administrator. This final inspection will be no later than May 23, 2008. Any additional work to correct deficiencies identified in this final inspection must be completed by December May 28, 2008. Final invoicing for the work must be submitted to the Contract Administrator by May 30, 2008. Final payment will be processed upon successful completion of the project and after final inspection is complete.

Incorrect payments by the State to the Contractor due to omission, error, fraud, or defalcation shall be recovered from the contractor by deduction from subsequent payments under this contract or other contracts between the State and the contractor or as a debt due to the State.

The University reserves the right to withhold payment, without interest or penalty, for charges that are unsubstantiated or as to which a dispute exists, pending further documentation from the Contractor supporting such charges, or dispute resolution. Any late payment, interest, penalty, or other payment provisions contained in any other exhibit, attachment, invoice, statement or demand, shall be null and void. The University shall be liable for the payment of interest at the rate of 1.0% per month until paid, on all amounts past due, commencing 45 days after the due date, in accordance with C.R.S. sec. 24-30-202(24).

Submit fully completed invoices, stating the project name and treatment unit for which payment is being requested to:

Colorado State Forest Service – Boulder District  
Bob Bundy  
5625 Ute Highway  
Longmont, CO 80503  
[rbundy@lamar.colostate.edu](mailto:rbundy@lamar.colostate.edu)  
(303) 823-5774

Payments shall be sent to: Native Ecology  
c/o Barry Bennett  
P.O. Box 976  
Nederland, Co 80466

[Fixed Price] The contract price is \$77,937.50. Payments shall be made as follows:

	DATE OR EVENT	AMOUNT PAYABLE
6✓	Upon completion of Rim Road Unit 1/Block A.	\$12,650
	Upon completion of Rim Road Unit 1/Block B.	\$9,500
3✓	Upon completion of Rim Road Unit 1/Block C.	\$11,400
1✓	Upon completion of 10 acres on Alaska Unit.	\$12,000
2✓	Upon completion of the second 10 acres on Alaska Unit.	\$12,000
5✓	Upon completion of the remaining 8 acres on Alaska Unit.	\$9,587.50
4✓	Upon completion of all acres on Melvina Unit B.	\$10,800

The above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.



## EXHIBIT C TO INDEPENDENT SERVICES CONTRACT

### Federal Funds Addendum

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 and Interior 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.



EXHIBIT D

Statement of Contractor and Employee re: Prior Employment with the State of Colorado  
Authority: C.R.S. § 24-51-1101

**NOTICE TO CONTRACTOR:** Before signing this contract, you MUST disclose to Colorado State University the name, social security number, and other information requested below, for each and every employee of Contractor (including any owner) who will be involved in the performance of this contract, and who is currently or at any time in the past was a State of Colorado employee covered under PERA, the state employee retirement benefits program. By signing below, Contractor and its Employee hereby acknowledge and agree that, for each former PERA employee, Colorado State University may be required by law to make employer contributions to PERA in connection with this contract; and if the following information is incomplete or inaccurate, then Colorado State University may be entitled to deduct the cost of such contributions from its payments to Contractor under this Contract or otherwise recover such cost from the Contractor, the Employee or both.

For each employee of Contractor involved in this contract, who was formerly an employee of the State of Colorado, please provide the following information for each such instance of employment (make additional copies of this sheet as needed for each employment relationship):

1. Name of Employee: \_\_\_\_\_
2. Name of State Agency or Political Subdivision with which you were employed: \_\_\_\_\_
3. Dates of employment (list all instances): \_\_\_\_\_
4. Title and nature of duties: \_\_\_\_\_
5. Were you a PERA member in connection with this employment? If so, state the date(s) during which you were enrolled in PERA: \_\_\_\_\_ to \_\_\_\_\_
6. What is your current status under PERA? ☐ Retiree ☐ Current member ☐ Other: explain: \_\_\_\_\_
7. What was the pay rate used to calculate your retirement benefit for PERA, and what is the current monthly amount of that benefit?  
Pay rate: \_\_\_\_\_ per month Current benefit: \_\_\_\_\_ per month
9. Under this Contract, CSU will be paying compensation to Contractor for the services to be performed. State the amount of such compensation that will be paid to the Employee named above, or, if such amount is not able to be determined, state the amount of the Employee's salary, benefits and other compensation; whether paid by the hour, week, month, year or other formula; and the number of hours that the Employee will be assigned to performance of this Contract. \_\_\_\_\_
10. If Employee has any ownership interest in the Contractor company, state the nature of the interest (sole owner, partner, shareholder, etc.) and the percentage of the company that is owned by the Employee (or by any person affiliated with Employee by blood, marriage, or business relationship):  
\_\_\_\_\_

WE, THE UNDERSIGNED, HEREBY SWEAR OR AFFIRM THAT THE FOREGOING INFORMATION IS TRUTHFUL, ACCURATE AND COMPLETE.

SIGNED:

\_\_\_\_\_  
EMPLOYEE date

\_\_\_\_\_  
CONTRACTOR AUTHORIZED REPRESENTATIVE date  
PRINT NAME AND TITLE:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

Subscribed and affirmed, or sworn to before me in the County of \_\_\_\_\_, State of \_\_\_\_\_, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by: \_\_\_\_\_ and \_\_\_\_\_.

Contractor

Employee

WITNESS: My hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**EXHIBIT E**  
**RENEWAL OPTION LETTER**

*[For use only when box is checked in contract section 2(b)]*

Date: \_\_\_\_\_  
No. \_\_\_\_\_

State Fiscal Year: \_\_\_\_\_

Option Letter

In accordance with Paragraph(s) \_\_\_\_\_ of **CSU CONTRACT NO.** \_\_\_\_\_ (the "Contract"), between the Board of Governors of the Colorado State University System, acting by and through Colorado State University, and (contractor's name), the University hereby exercises the option for an additional term of 1 year at a cost/price specified in Paragraph 3 of the Contract, unless otherwise specified here: (describe any changes in cost).

The amount of the current Fiscal Year contract value is increased/decreased by (\$ amount of change) to a new contract value of (\$ \_\_\_\_\_) for the services/goods ordered under the Contract for the current fiscal year (indicate Fiscal Year). Contract Paragraph 3 is hereby amended accordingly.

☐ (If checked) The scope of services to be provided during the renewal term is set forth in **Exhibit A-2**, which shall supersede **Exhibit A** to the Contract for the renewal term exercised by this Option Letter. **Exhibit A-2** is attached hereto and made a part of this Contract.

The total contract value to include all previous amendments, option letters, etc. is (\$ \_\_\_\_\_).

IN WITNESS WHEREOF THE STATE HAS ISSUED THIS OPTION LETTER AS OF THE DATE EXECUTED BY THE STATE CONTROLLER OR AUTHORIZED DELEGATE, BELOW.

**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  
Associate Legal Counsel  
Colorado State University System

**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: \_\_\_\_\_



# RAM Fuel Break Thinning Rim Road Unit 1

Dixon  
Road

Block A  
11.5 acres

Gold Run

Chicken  
Hill

Block B  
10 acres

Block C  
9.5 acres

Rim  
Road

**Legend**

- House
- Road
- - - Trail
- Parcel
- CSFS Unit
- Chipping areas
- BLM

N

250 500 1,000 Feet

Draft map produced by CSFS-Boulder District:  
Property boundaries, ownership, and roads may not be 100% accurate. Map information is not to be used for any legal documentation.



RAM Fuel Break Thinning  
Alaska Road Unit  
28 acres

Wendeleen  
Way

Logan  
Mill Rd

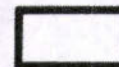
Blue Ribbon Rd

Alaska Rd

**Legend**



Structure



Unit Boundary



Chipping Areas

N

0 250 500 1,000 Feet



**RAM Fuel Break Thinning  
Melvina Hill Road Unit B  
13.5 acres**

Melvina  
Hill Rd

**Legend**

◆ House

--- Road

□ CSFS Units

■ Chipping Areas

□ Melvina Community Units

N



0 125 250 500 Feet







04/14/08

P324106-C0.01

**PURCHASING DEPARTMENT**

FORT COLLINS, CO 80523-6010

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

ORIG PO DATE 10/31/07

**PURCHASE ORDER**

TERMS

F.O.B.

QUOTE NO./QUOTE DATE

EXPECTED DELIVERY DATE

N

ISC

PURCH. CONTACT

PHONE

DEPT. NO.

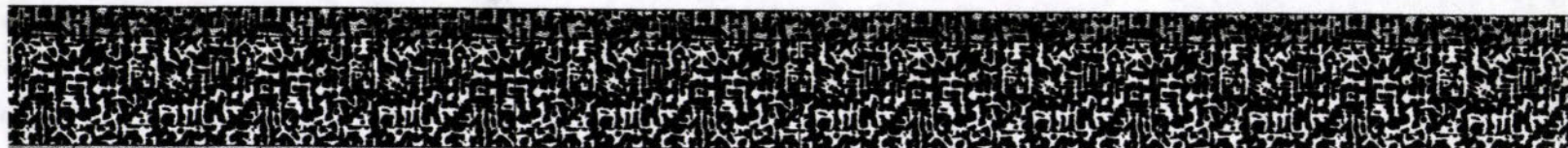
KATHI LAFOLLETTE (970) 491-0763

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NATIVE ECOLOGY INC  
PO BOX 976  
NEDERLAND CO 80466  
*attn: Barry Bennett*

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COLORADO STATE UNIVERSITY  
200 WEST LAKE  
REFERENCE P.O. P324106  
FORT COLLINS CO 80523



NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			CHANGE ORDER		
105			CHANGE ORDER #1: - INCREASE PURCHASE ORDER PER DEPARTMENT REQUEST & EXTEND PERIOD END DATE TO SEPTEMBER 15, 2008.		
			- ITEM 1: INCREASE LOT PRICE \$16,500 FROM \$24,300 TO \$40,800. 1 LOT = \$40,800 REF. CSU ACCT. #5-32853-4550		
106			ADD ITEM 4: 1 LOT ADDITIONAL FUNDING @ \$8,250 = \$8,250. REF. CSU ACCT. #5-36695-4550		
			NEW PURCHASE ORDER TOTAL = \$102,687.50 KATHI LAFOLLETTE/SB		

NOTIFY COLORADO STATE PURCHASING DEPARTMENT IMMEDIATELY IF THERE ARE ANY EXCEPTIONS TO THIS ORDER

TOTAL \$ .00

SEE REVERSE SIDE OF THIS FORM

FOR PURCHASE ORDER TERMS AND CONDITIONS

COLORADO STATE UNIVERSITY  
FOR THE STATE OF COLORADO



**CONTRACT AMENDMENT NUMBER One**

THIS CONTRACT AMENDMENT NUMBER One ("Amendment") is entered into by and between the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the use and benefit of Colorado State Forest Service - Boulder District ("University"), and Native Ecology, Inc. ("Contractor").

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Effective Date of this Amendment.** The effective date of this amendment is upon approval of the State Controller or March 15, 2008, whichever is later.
2. **Identification of Original Agreement.** University and Contractor entered into a written agreement dated 10/30/07 (the "Agreement"), entitled "RAM Fuel Break Thinning in Boulder County Colorado", concerning the following subject matter: Fuel reduction and restoration thinning on 72.5 acres. **A true and correct copy of the Agreement, together with any and all amendments made subsequent to such Agreement, is attached hereto as Exhibit 1 and incorporated herein by reference.**
3. **Amendments.** University and Contractor now desire to the amend the Agreement and the prior amendments thereto, if any, as follows (check one or more of the following as applicable):

☒ By changing the end date of the Agreement. The new end date shall be: September 15, 2008.

☒ By altering the Scope of Work under the Agreement. **A new Scope of Work attachment is attached to this Amendment as "Exhibit 2" and hereby incorporated by reference.**

☒ By increasing or decreasing the amount of the payment obligation or the payment schedule under the Agreement. A new payment schedule setting forth the adjusted contract price and any payment dates, amounts and condition is attached to this Amendment as "Exhibit 3" and hereby incorporated by reference. **If the total amount payable to the Contractor under this Amendment is greater than the amount set forth in the original Agreement, the additional amount (or not-to-exceed amount) must be set forth in Exhibit 3.**

☐ In the following particulars not otherwise described above:

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4. **Effect.** Except for the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this amendment and any of the provisions of the original contract, the provisions of this amendment shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

5. **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.

6. **Controller's Approval.** CRS 24-30-202 (1). This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.



7. *[Not Applicable to Intergovernmental Contracts]*. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101. Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.



**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

**CONTRACTOR:**

NATSE CCOL06, INC.  
Full Legal Name of Contracting Entity

84-1502031  
Social Security Number or FEIN

[Signature]  
Signature of Authorized Officer  
BARRY BARNETT, PRESIDENT  
Print Name & Title of Authorized Officer

**CORPORATIONS:**

(A corporate seal or attestation is required.)

**Attest (Seal)**  
By [Signature]  
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:**

**BILL RITTER, JR., GOVERNOR**

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

By: [Signature]  
Printed Name: Frank Krappes  
Title: Assoc. Director for Procurement

**APPROVED:**

By: [Signature]  
Dean of Department Head

**LEGAL SUFFICIENCY:**

**DEPARTMENT OF LAW**

Attorney General

John W. Suthers

By: [Signature]  
Robert Schlar SPECIAL ASST  
~~Associate Legal Counsel~~ ATTY. GEN.  
Colorado State University System

**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~~

DAVID J. McDERMOTT, CPA

By: [Signature]

Date: 4/14/08



**EXHIBIT 2 TO CONTRACT AMENDMENT NUMBER One  
AMENDED SCOPE OF WORK**

*[Enter here or attach a detailed description of the work to be performed, including any milestone dates, standards or guidelines to be met, deliverables, etc.]*

**The following scope of work is (check one only):**

☒ **in addition to the work described in the Original Agreement, which has been or will be performed as agreed; OR**

☐ **in lieu of the work described in the Original Agreement, replacing the original Scope of Work.**

**Description of the Work:**

This amendment adds 33 acres to the original service agreement in the same geographic area. Of the total added acres, 16 acres exist along Sunshine Canyon Drive between the 6900 and 7500 addresses, and 17 acres exist along Lickskillet Road directly north of the town of Gold Hill boundary fence. All additional acreage has orange flagging around the project boundary with blue paint on all trees to be cut. The contractor is to complete these additional acres to the same standard as the original agreement. However, there is to be no chipping work to be done along the roadway. Instead, slash should be piled to the standards set forth in the original agreement standards. The 33 acres will be paid at a rate of \$750 per acre for a total of \$24,750. This is at a lower per acre rate than the initial agreement due to the elimination of the chipping requirements.

Contract Amendment, Exhibit 2  
Initial Here:

CSU:

Contractor:



**EXHIBIT 3 TO CONTRACT AMENDMENT NUMBER One**  
**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].*

Upon project completion, the contractor must request a final inspection by the Contract Administrator. This final inspection will be no later than September 15, 2008. Final payment will be processed upon successful completion of the project and after final inspection is complete.

Submit fully completed invoices, stating the project name and treatment unit for which payment is being requested to:

Colorado State Forest Service – Boulder District

Bob Bundy

5625 Ute Highway

Longmont, CO 80503

rbundy@lamar.colostate.edu

(303) 823-5774

Payments shall be sent to:

Native Ecology

c/o Barry Bennett

P.O. Box 976

Nederland, Co 80466

The total contract amendment price is \$24,750. Payments shall be made as follows:

\$12,000 : Upon completion of work along Sunshine Canyon Drive

\$12,750 : Upon completion of work along Licksillet Road

The above rates shall include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, mileage charges, supplies, mailing charges, installation, testing, communications, order and order tracking, reporting, debugging, analysis, delivery charges and other expenses.

Contract Amendment, Exhibit 3  
Initial Here:

CSU:



Contractor:







10/31/07

P324106

**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
N		ISC	
PURCH. CONTACT	PHONE	DEPT. NO.	
KATHI LAFOLLETTE	(970) 491-0763	Q080824 5060	V0001028560-10

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**NATIVE ECOLOGY INC**

PO BOX 976

NEDERLAND

CO 80466

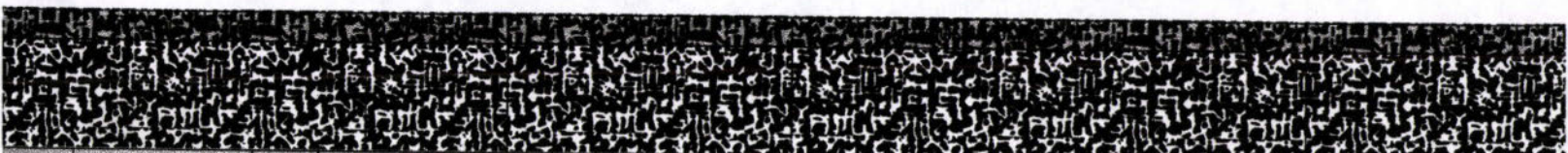
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**COLORADO STATE UNIVERSITY**

200 WEST LAKE

REFERENCE P.O. P324106

FORT COLLINS CO 80523



NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			<b>SERVICE AGREEMENT</b>		
001	1.00	LOT	SERVICE AGREEMENT FOR RAM FUEL BREAK THINNING IN BOULDER COUNTY COLORADO PER ATTACHED CONTRACT ON DQ D401166.  END DATE: 30 MAY 2008 5-32853-4550	24,300.0000	24,300.00
002	1.00	LOT	SPLIT FUNDING 5-36695-4550	23,637.5000	23,637.50
003	1.00	LOT	SPLIT FUNDING  TERMS AND CONDITIONS FOR CSU-FEDERAL CONTRACTS ATTACHED MUST BE CONSIDERED A PART OF THIS PURCHASE ORDER.  DM 5-30935-4550	30,000.0000	30,000.00

NOTIFY COLORADO STATE PURCHASING DEPARTMENT IMMEDIATELY IF THERE ARE ANY EXCEPTIONS TO THIS ORDER

TOTAL

\$

77,937.50

SEE REVERSE SIDE OF THIS FORM

FOR PURCHASE ORDER TERMS AND CONDITIONS

COLORADO STATE UNIVERSITY  
FOR THE STATE OF COLORADO

*Handwritten signature/initials*



## INDEPENDENT SERVICES CONTRACT

CSU CONTRACT NO.

Q080824

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 Statement 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"
REPRESENTATIVE/CONTACT NAME: Bob Bundy
DEPARTMENT: Colorado State Forest Service
8050 CAMPUS DELIVERY
COLORADO STATE UNIVERSITY
FORT COLLINS, CO 80523-8050
TELE: (303) 823-5774
FAX: (303) 823-5768
EMAIL:rbundy@lamar.colostate.edu

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

WHEREAS, authority exists in law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance remains available for encumbering and subsequent payment of this contract under Fund No. 5-32853, 5-36695, 5-30935; and

WHEREAS, the Contractor was selected in accordance with State law as a result of Documented Quote number 401166;

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 represents and warrants that its owner(s) and each employee who will be assigned to performance of this Contract ☐ has ☒ has not previously been an employee of the State of Colorado either as a temporary or permanent employee. If "has" is checked, you must complete the form attached hereto as "Exhibit D"; 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 Contract shall be deemed an incidental beneficiary only.
2. **Term.**
  - a. 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 May 30, 2008 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.**
  - b. ☐ **Option to Renew.** If checked: The University may require continued performance for up to \_\_\_\_\_ successive one-year term(s) (each, a "Renewal Term") for the services to continue at the rates and terms specified in the contract. The University may exercise the option by written notice to the contractor within 30 days prior to the end of the current



contract term in a form substantially equivalent to Exhibit . If the University exercises this option, the extended contract will be considered to include this option provision. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

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 \$77,937.50 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; Tax Exempt Status Preserved.**

- a. 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, C.R.S. §§ 24-10-101, *et seq.*, 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 C.R.S. §§ 24-10-101, *et seq.*, as now or hereafter amended, which provisions are hereby incorporated and made a part of this Contract.
- b. It is hereby recognized and acknowledged by the Contractor that the State of Colorado is not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local government tax authority. The State is also not liable for any taxes of the Contractor for franchise or related to the income of the Contractor. No taxes of any kind shall be charged to the State.

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. **Force Majeure.** Neither the Contractor nor the University shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the State and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. Notwithstanding the foregoing, in the event of a delay or failure of performance by the Contractor under this section exists for a period of 30 days, or for a shorter period if such delay or failure is not reasonably capable of being remedied within 30 days, the University shall have the right to terminate this Contract without further obligation.
10. **Default.** A party will be considered in default of its obligations under this Contract if such party should substantially 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. Substantial failure to satisfy the duties and obligations shall be defined to mean significant insufficient, incorrect or improper performance, activities, or inaction by the Contractor. 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.
11. **Remedies.** In addition to any other remedies provided for in this Contract, and without limiting its remedies otherwise available at law, the University may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligation in this Contract:
  - a. Suspend the Contractor's performance pending necessary corrective action as specified by the University without the Contractor's entitlement to adjustment in price/cost or schedule; and/or
  - b. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed and/or acceptable goods are provided; and/or
  - c. Request the removal from work on this contract of employees or agents of the Contractor whom the University justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on this contract the University deems to be contrary to the public interest or not in the best interest of the University; and/or
  - d. Deny payment for those services or obligations which have not been performed and/or for goods that have not been provided and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no



value to the University. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or

- e. Terminate this contract for default. The above remedies are cumulative and the University, in its sole discretion, may exercise any or all of them individually or simultaneously.

## **12. Stop Work Orders; Termination for Convenience.**

### **a. Stop Work Orders:**

- i. Order to Stop Work. The University may, by written order to the Contractor, at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period after the order is delivered to the Contractor. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, as legally extended, the State shall either: 1) Cancel the stop work order; or 2) Terminate the work covered by such order; or 3) Terminate this contract.
- ii. Cancellation or Expiration of the Order. If a stop work order issued under this clause is properly canceled, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and this contract shall be modified in writing accordingly, if: 1) The stop work order results in increased time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and 2) The Contractor asserts claim for such an adjustment within 30 days after the end of the period of work stoppage.
- iii. Termination of Stopped Work. If the work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise and such adjustment shall be in accordance with the default, remedies, and termination clauses of this contract. If the work is terminated for convenience, the following clause shall apply.

- b. 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.
- c. Contractor's Termination Claim: If this contract is terminated by the University under this section, the Contractor's sole and exclusive remedy will be to submit a claim for payment in 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, nor shall the University be liable for any other costs, damages, expenses, fees, or other amounts claimed or incurred by Contractor. If this contract is terminated for cause, or due to the fault of the Contractor, the Termination for Cause or Default provision shall apply.

## **13. Representatives and Notice.**

- a. Representatives. For the purpose of this contract, the individuals identified in Section I, PARTIES, herein above are hereby designated representatives of the respective parties. Either party may from time to time designate in writing new or substitute representatives. With respect to the representative of the State, such individual shall have the authority to inspect and reject services, approve invoices for payment, and act otherwise for the State, except with respect to the execution of formal contract amendments to or termination of this contract.
- b. Notice. 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.

- 14. **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.



15. **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.
16. **Binding effect; Third Party Beneficiaries.** This Contract is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties. 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 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 State and the Contractor that any such person or entity, other than the State or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.
17. **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.
18. **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.
19. **Survival of Certain Contract Terms.** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract and the exhibits and attachments hereto which may require continued performance, compliance, or effect beyond the termination date of this contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor.
20. **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.
21. **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.
22. **Counterparts.** This Contract 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.

### III. EXHIBITS INCORPORATED BY REFERENCE

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

- ☒ **Exhibit A: Statement of Work**
- ☒ **Exhibit B: Price, Cost and Payment Provisions**
- ☒ **Exhibit C: Federal Funds Addendum**
- ☒ **Exhibit D: Statement of Former State Employee**
- ☐ **Exhibit E: RENEWAL OPTION LETTER**
- ☒ **Exhibit F: 3 Project Maps**

**Priority of Interpretation:** The provisions of this Contract shall govern the relationship of the University and the Contractor. In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the Special Provisions incorporated within this contract, second, the terms and provisions of this contract; third, the Exhibits listed above in the order they appear.

### IV. SPECIAL PROVISIONS REQUIRED BY LAW

The following Special Provisions are required by Colorado law to be included in and made a part of every fiscal contract of the State of Colorado, without modification, 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. As used in the Special Provisions, the term "State" means the State of Colorado, Board of Governors of the Colorado State University System, acting by and through Colorado State University, and the term "Contractor" means the Contractor identified in Section I, PARTIES, first above.



## SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in italics.

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** 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 and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.  
[Applicable Only to Intergovernmental Contracts] 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, 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.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of 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 taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a 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 agreement, 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 its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.** 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 this contract is capable of execution. At all times during the performance of this contract, Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.
7. **[Not Applicable to Intergovernmental Contracts] VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances 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) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** 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 federal copyright laws or applicable licensing restrictions. Contractor hereby certifies that, for the term of this contract and any extensions, Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that 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 this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.
10. **[Not Applicable to Intergovernmental Contracts]. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.




**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

**CONTRACTOR:**

Native Ecology, Inc.  
Full Legal Name of Contracting Entity

84-1502031

Social Security Number or FEIN

  
Signature of Authorized Officer

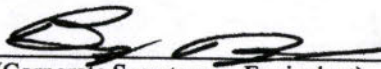
**BARRY BENNETT, PRESIDENT**  
Print Name & Title of Authorized Officer

Date Signed: **9-23-07**

**CORPORATIONS:**

(A corporate seal or attestation is required.)

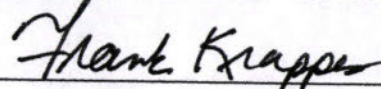
Attest (Seal)

By   
(Corporate Secretary or Equivalent)

**STATE OF COLORADO:**

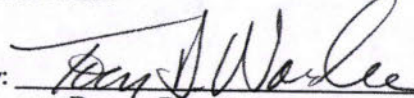
**BILL RITTER, JR., GOVERNOR**

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

By: 

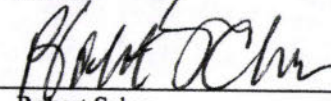
Printed Name: **Frank Krappes**  
Title: **Int. Director of Purchasing**

APPROVED:

By:   
Dean or Department Head

**LEGAL SUFFICIENCY:**

**ATTORNEY GENERAL, STATE OF COLORADO**  
John W. Suthers


By:   
Robert Schur  
Associate Legal Counsel  
Colorado State University System

**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: **10/30/07**





10/31/07

P324106

**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
N		ISC	
PURCH. CONTACT	PHONE	DEPT. NO.	
KATHI LAFOLLETTE	(970) 491-0763	Q080824 5060	V0001028560-1

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R

NATIVE ECOLOGY INC  
PO BOX 976  
NEDERLAND CO 80466

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O

COLORADO STATE UNIVERSITY  
200 WEST LAKE  
REFERENCE P.O. P324106  
FORT COLLINS CO 80523

*Boulder - Bundy*

ACCOUNT NUMBER	PERCENT	AMOUNT	ACCOUNT NUMBER	PERCENT	AMOUNT

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 \_\_\_\_\_

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
			SERVICE AGREEMENT		
001	1.00	LOT	SERVICE AGREEMENT FOR RAM FUEL BREAK THINNING IN BOULDER COUNTY COLORADO PER ATTACHED CONTRACT ON DQ D401166.  END DATE: 30 MAY 2008 5-32853-4550	24,300.0000	24,300.0
002	1.00	LOT	SPLIT FUNDING 5-36695-4550	23,637.5000	23,637.5
003	1.00	LOT	SPLIT FUNDING  TERMS AND CONDITIONS FOR CSU-FEDERAL CONTRACTS ATTACHED MUST BE CONSIDERED A PART OF THIS PURCHASE ORDER.  DM 5-30935-4550	30,000.0000	30,000.0

TOTAL

\$

77,937.50

PAYMENTS

PAYMENTS

PF	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	PF	DIS CODE	INVOICE NUMBER	INVOICE DATE	PAY AMOUNT	APPROVED FOR PAYME
										\$ _____
										DATE _____
										INITIALS _____



**RAM Project Contract**

9-20-07

From: Bob Bundy, CSFS – Boulder, (303) 823-5774

To: Barry Bennett, Native Ecology

Hello Barry,

I'm glad to hear that you were awarded this project. I have included 4 copies of the contract. Please review the entire document. If it all looks good, please sign all 4 copies on the left side of page 7. Then mail it to:

COLORADO STATE FOREST SERVICE  
COLORADO STATE UNIVERSITY  
FOOTHILLS 5060 CAMPUS DELIVERY  
FORT COLLINS, CO 80523-5060

The state office will check the insurance coverage and ensure that they get the Damage Deposit (12<sup>th</sup> page of the contract). It will take a couple weeks before we get a PO# and work can begin.

I will let you know as I'm notified of a finalized contract with a PO#. I will plan on meeting you in the field at the Rim Road area as you are ready to start.

Please call me if you have any questions or concerns.

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

Perf Bond Account  
# ~~2060~~ = 2060  
send to us. in future

Inv # 73183

Act-0194030

Replaced ~~by~~  
our invoice  
on district



# CSFS REQUEST FOR SUPPLIES OR SERVICES (other than GSA)

Date: 9-18-07		Requested By: Bob Bundy		Resale to:		CSFS Invoice #:		
Vendor: Native Ecology, Inc. C/O Barry Bennett P.O. Box 976 Nederland, CO 80466 (PLEASE PROVIDE COMPLETE ADDRESS)				Ship To: Colorado State Forest Service Boulder District 5625 Ute Highway Longmont, CO 80503  (PLEASE PROVIDE COMPLETE DELIVERY ADDRESS)				
Reason for Vendor Selection: <input type="checkbox"/> Sole Source (attach completed Sole Source Justification Form) <input type="checkbox"/> Previous Supplier <input checked="" type="checkbox"/> Other (State Bid System)						Terms:  As per attached Independent Services Agreement		
Shipping Instructions: <input type="checkbox"/> FOB Fort Collins, Colorado <input type="checkbox"/> FOB			Delivery Date: TBD See contract		Deliver to: Initials____ Bldg____ Room____ Phone____			
#	Account	Subcode	Qty	UOM	Description of Supplies or Services	Unit Price	Item Total	
1					RAM Project			
2	5-32853	4550			100% of cost for BLM land treated	\$24,300.00		
3					-no indirect charges on 5-32853 account			
4	5-36695	4550			For private land treated (use this first)	\$23,637.50		
5	5-30935	4550			For private land treated	\$30,000.00		
6								
SPECIAL INSTRUCTIONS:  Contact CSFS-Boulder District upon issuance of a PO#				Expenditure Approval:  Authorized Signature: <u>/s/ Bob Bundy</u> Date: <u>9/18/07</u>			Subtotal: \$ <u>77,937.50</u> Discount: \$ _____  TOTAL: \$ <u>77,937.50</u>	



**Summary - PO S005129**

PO/Reference No. S005129  
 Supplier 4 MILE FIRE PROTECTION DISTRICT

General Information		Shipping Information		Billing/Payment	
PO/Reference No.	<b>S005129</b>	<b>Ship To</b>		<b>Bill To</b>	
Revision No.	0	Attention: <b>BOB BUNDY</b>		Accounts Payable	
Priority	Normal	Building: 1050		Colorado State Univ	
<b>Supplier Name</b>	<b>4 MILE FIRE PROTECTION DISTRICT</b>	Room Number: -		6003 Campus Delivery	
Address	87 FOUR MILE CANYON DR BOULDER, CO 80302 US	Department: <b>CSFS-BO</b>		Fort Collins, CO 80523-	
Phone	+1 (303) 444-0882	Colorado State University		6003	
Supplier Fax No.		200 West Lake Street		United States	
Purchase Order Date	6/13/2008	5060 Campus Delivery			
Total	2,881.25 USD	Fort Collins, CO 805235060			
Requisition Number	7458099	United States			
<b>Contact Information</b>		<b>ShipTo Address</b>	5060-1	<b>Billing Options</b>	
Owner Name	Valerie Heady	<b>Code</b>		Accounting	
Owner Phone	+1 (970) 491-6303	<b>Delivery Options</b>		Date	
Owner Email	Valerie.Heady@ColoState.EDU	Expedite	<input checked="" type="checkbox"/>	Payment	0% 0, Net 30
		Ship Via	Best Carrier-Best	Terms	Destination
			Way	F.O.B.	
		Req Delivery			

Distribution Information		Supplier Information	
<b>Distribution Methods</b>		<b>Supplier Information</b>	
The system will distribute purchase orders using the method(s) indicated below:		Contract	<i>no value</i>
Fax	+1 (970) 491-5523	Account Code	
Manual		Pricing Code	
<b>Distribution Options</b>		Quote number	
Supplier		Note to Supplier	<i>no note</i>
Terms and		Attachments for supplier	
Conditions			
Order	Colorado State University's Purchase Order Terms and Conditions can		
acceptance	be found at the following URL link		
instructions	<a href="http://www.purchasing.colostate.edu/pages/pdf/potermconditions.pdf">http://www.purchasing.colostate.edu/pages/pdf/potermconditions.pdf</a>		

Accounting Codes	
Account	Sub Code
532853	4550
BO COUNTY FUELS RED -DOI-BLM-BUREAU OF LAND MANAGEMENT	

**Line Item Details**

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
<b>1 ✓ CHECK ORDER REQUESTS (AFE)</b>			<b>2,881.25 USD</b>	<b>1</b>	<b>2,881.25 USD</b>
<b>Description of Goods or Services</b>					
PAYMENT FOR CHIPPING SERVICES AT RIM ROAD FUEL BREAK PER THE ATTACHED INVOICE DATED 6/6/08.					
Taxable	<input checked="" type="checkbox"/>			Requisition Number	7458099
Capital Expense	<input checked="" type="checkbox"/>			External Note	<i>no note</i>
Commodity Code	<i>no value</i>			Attachments for supplier	



Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, budget checking, and workflow approvals.			<b>Subtotal</b>	<b>2,881.25</b>
			Shipping	0.00
			Handling	0.00
			<b>Total</b>	<b>2,881.25 USD</b>



**Summary - PO S005089**

PO/Reference No. S005089  
 Supplier BOULDER MTN FIRE PROTECT DIST

General Information		Shipping Information	Billing/Payment
PO/Reference No.	<b>S005089</b>	<b>Ship To</b>	<b>Bill To</b>
Revision No.	0	Attention: <b>BOB BUNDY</b>	Accounts Payable
Priority	Normal	Building: 1050	Colorado State Univ
<b>Supplier Name</b>	<b>BOULDER MTN FIRE PROTECT DIST</b>	Room Number: -	6003 Campus Delivery
Address	1905 LINDEN DR BOULDER, CO 80304 US	Department: CSFS-BO	Fort Collins, CO 80523-6003
Phone		Colorado State University	United States
Supplier Fax No.		200 West Lake Street	
Purchase Order Date	6/13/2008	5060 Campus Delivery	BillTo AP
Total	1,365.00 USD	Fort Collins, CO 805235060	Address
Requisition Number	7458145	United States	Code
<b>Contact Information</b>		<b>Delivery Options</b>	<b>Billing Options</b>
Owner Name	Valerie Heady	Expedite <input checked="" type="checkbox"/>	Accounting Date
Owner Phone	+1 (970) 491-6303	Ship Via Best Carrier-Best Way	Payment 0% 0, Net 30
Owner Email	Valerie.Heady@ColoState.EDU	Req Delivery	Terms
			F.O.B. Destination

Distribution Information	Supplier Information
<b>Distribution Methods</b>	<b>Supplier Information</b>
The system will distribute purchase orders using the method(s) indicated below:	Contract <i>no value</i>
Fax +1 (970) 491-5523	Account Code
Manual	Pricing Code
<b>Distribution Options</b>	Quote number
Supplier	Note to Supplier <i>no note</i>
Terms and Conditions	Attachments for supplier
Order Colorado State University's Purchase Order Terms and Conditions can acceptance be found at the following URL link instructions <a href="http://www.purchasing.colostate.edu/pages/pdf/potermconditions.pdf">http://www.purchasing.colostate.edu/pages/pdf/potermconditions.pdf</a>	

Accounting Codes	
Account	Sub Code
532853	4550
BO COUNTY FUELS RED -DOI-BLM-BUREAU OF LAND MANAGEMENT	

**Line Item Details**

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
<b>1 ✓ CHECK ORDER REQUESTS (AFE)</b>			<b>1,365.00 USD</b>	<b>1</b>	<b>1,365.00 USD</b>
<b>Description of Goods or Services</b>	<b>Taxable</b>	<input checked="" type="checkbox"/>	<b>Requisition Number</b>	7458145	
PAYMENT FOR CHIPPING SERVICES ON MAY 8, 2008, MAY 22, 2008, & MAY 27, 2008, PER THE ATTACHED INVOICE	<b>Capital Expense</b>	<input checked="" type="checkbox"/>	<b>External Note</b>	<i>no note</i>	
	<b>Commodity Code</b>	<i>no value</i>	<b>Attachments for supplier</b>		



#44, DATED 5/30/08.

Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, budget checking, and workflow approvals.

<b>Subtotal</b>	<b>1,365.00</b>
Shipping	0.00
Handling	0.00
<b>Total</b>	<b>1,365.00 USD</b>

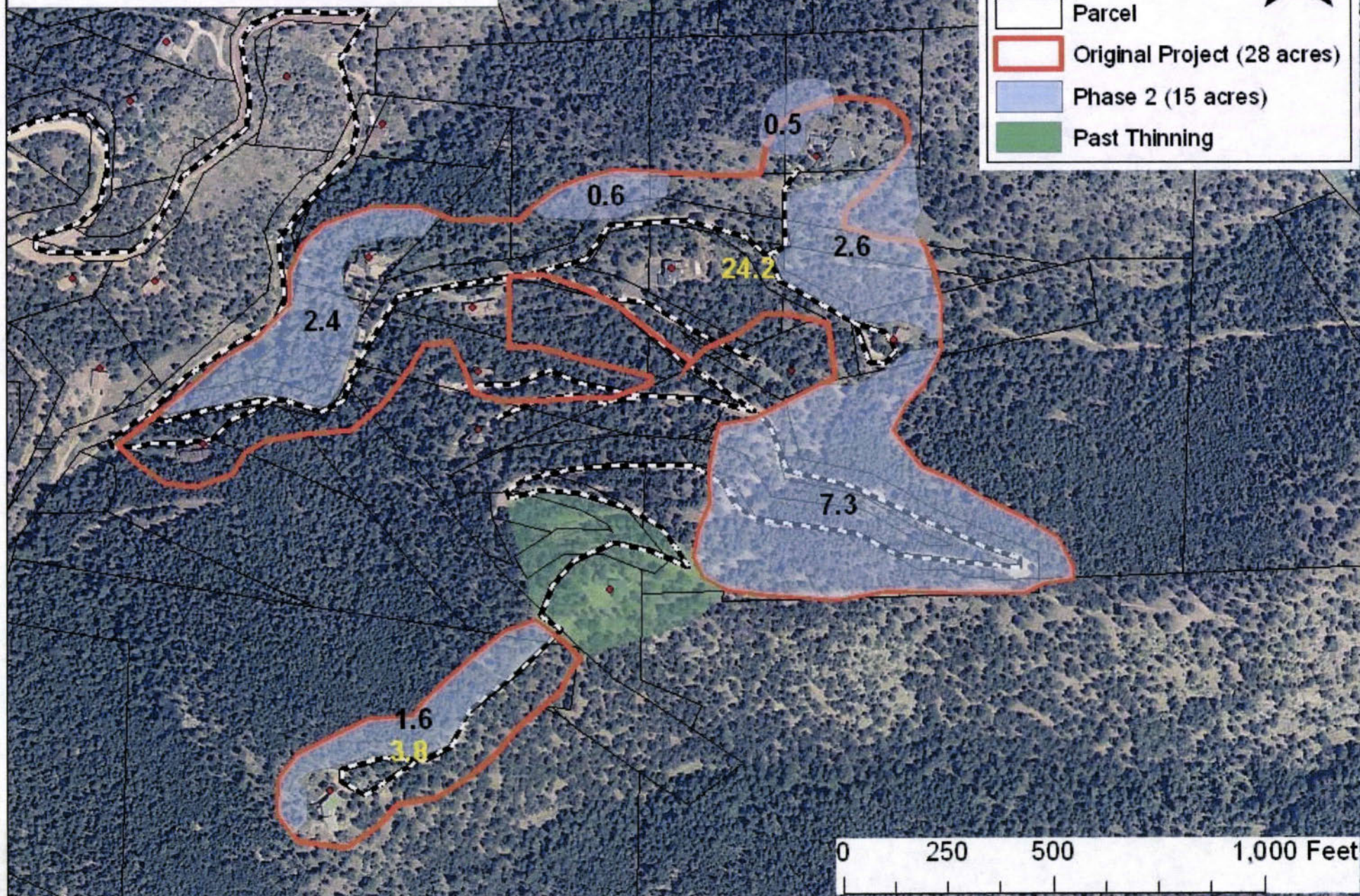


**Alaska Road  
Fuels Mitigation Project  
As of 4-8-08**

**Legend**

- House
- Road
- Parcel
- ▭ Original Project (28 acres)
- ▭ Phase 2 (15 acres)
- ▭ Past Thinning

N





Dear Members of the Board,

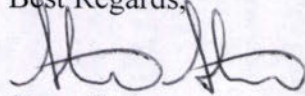
6/28/06

I am requesting help on behalf of the community of neighbors that live on Alaska Rd in Four Mile Canyon. While many of us have taken the initiative to mitigate the danger in our area, the scale of the problem is too large for us to handle on our own. I do wish to emphasize that our community has made genuine and serious efforts at reducing the fuel loads. Several of us cut and burn slash every year and many took advantage of the chipping program while it was in play.

I come to you with commitments from eight families to contribute the sum of \$1,500 each towards a mitigation effort in our immediate vicinity. We are looking for matching funds from the County, State or Federal governments. It is our hope to have a mitigation effort on or near the scale of the one done on Escape Route, done in our area.

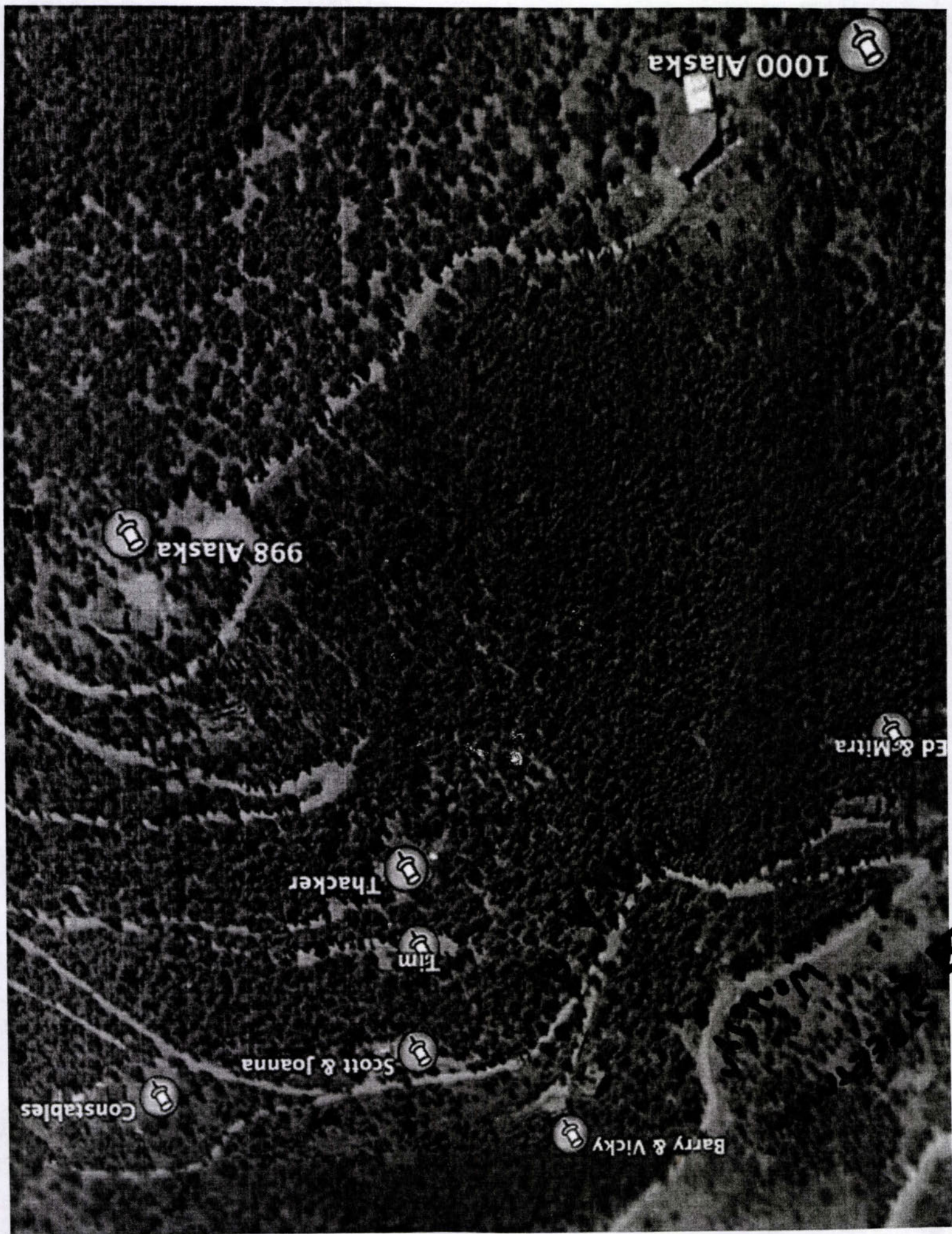
As you probably know, there is no escape route for the majority of us living on Alaska Road. While we welcome and need help in deciding which areas to focus on, it seems clear to me that access/ escape needs to be a major focus. I'm sure I am preaching to the proverbial choir when I say "an ounce of prevention is worth a pound of cure". Please help!

Best Regards,



Steve Stein  
998 Alaska Road  
303 546-6063







**Mount Royale Ventures, LLC**

9145 Sunshine Canyon Dr.

Boulder, CO 80302

Telephone: 720 565-3448

Fax: 720 565-3497

**To Whom It May Concern:**

Enclosed is a complete accounting of all time and direct material expenditures of Mount Royale Ventures, LLC for fire mitigation work completed on lands under its control. It includes a modest overhead addition for each worker to cover the true costs to the employer (such as healthcare, social security, etc). When the company's Caterpillar IT 38G was used, a discount charge of \$100/hour was used. The CAT is an integral part of out fire mitigation work, and it was assumed that for each day of work (where more than 5 hours of dedicated fire mitigation work took place), the machine was utilized for two hours.

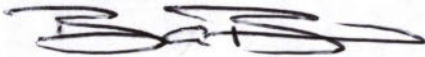
The total cost to the company for all fire mitigation work completed from August 2007 to present was \$11866.20.

Also enclosed are copies of timesheets and all necessary receipts to document these expenditures. On timesheets where partial work was completed, I tried to be fair in discounting time not engaged in fire mitigation work.

For MRV fire mitigation work will be a never ending task. Work will continue through this summer, we anticipate the use of a larger chipper for at least one more day near the beginning of fall.

If you have any questions, please feel free to call the number above, or e-mail [goldhillmineman@yahoo.com](mailto:goldhillmineman@yahoo.com).

Thank you,



Branden Burden  
Mine Engineer  
Cash Mine and Gold Hill Mill



Mount Royale Ventures, LLC  
Fire Mitigation Expenditures  
August 7, 2007 - present

Date	Expenditure Type	Amount	Hours	Total Amount
8/31/2007	Chipper rental	\$1,509.90		\$1,509.90
8/15/2007	J. Smith time	\$50.00	8	\$400.00
8/16/2007	J. Smith time	\$50.00	10	\$500.00
8/16/2007	J Groskpf time	\$20.00	10	\$200.00
8/16/2008	IT38G time	\$100.00	2	\$200.00
8/20/2007	J. Smith time	\$50.00	8	\$400.00
8/20/2007	IT38G time	\$100.00	2	\$200.00
8/21/2007	J. Smith time	\$50.00	8	\$400.00
8/21/2007	J Stephens time	\$25.00	5.5	\$137.50
8/21/2008	IT38G time	\$100.00	2	\$200.00
8/22/2007	J. Smith time	\$50.00	7	\$350.00
8/22/2007	J Stephens time	\$25.00	5.5	\$137.50
8/22/2007	IT38G time	\$100.00	2	\$200.00
8/23/2007	J. Smith time	\$50.00	10	\$500.00
8/23/2007	IT38G time	\$100.00	2	\$200.00
8/24/2007	J. Smith time	\$50.00	2.5	\$125.00
8/27/2007	J. Smith time	\$50.00	4	\$200.00
5/13/2008	J. Smith time	\$50.00	6	\$300.00
5/13/2008	R. Jankauskas time	\$30.00	6	\$180.00
5/13/2008	IT38G time	\$100.00	2	\$200.00
5/14/2008	J. Smith time	\$50.00	8	\$400.00
5/14/2008	R. Jankauskas time	\$30.00	10	\$300.00
5/14/2008	IT38G time	\$100.00	2	\$200.00
5/15/2008	J. Smith time	\$50.00	10	\$500.00
5/15/2008	R. Jankauskas time	\$30.00	10	\$300.00
5/16/2008	J. Smith time	\$50.00	4	\$200.00
5/20/2008	J. Smith time	\$50.00	5	\$250.00
5/21/2008	J. Smith time	\$50.00	8	\$400.00
5/21/2008	R. Jankauskas time	\$30.00	10	\$300.00
5/21/2008	Z. Austin time	\$20.00	10	\$200.00
5/21/2008	IT38G time	\$100.00	2	\$200.00
5/22/2008	J. Smith time	\$50.00	8	\$400.00
5/22/2008	R. Jankauskas time	\$50.00	10	\$500.00
5/22/2008	Z. Austin time	\$20.00	10	\$200.00
5/22/2008	IT38G time	\$100.00	2	\$200.00
5/22/2008	Chipper rental	\$332.94	2 days	\$676.30
5/23/2008	J. Smith time	\$50.00	2	\$100.00
				\$11,866.20

See timesheets (enclosed) for verification of work, and receipts for rentals.





PC#: 541  
5401 PEARL PARKWAY  
BOULDER, CO 80301-2490  
303-449-2050

Remit To:  
Sunbelt Rentals, Inc.  
PO Box 409211  
Atlanta, GA 30384-9211

## Job Site:

MOUNT ROYAL VENTURES, LLC  
9145 SUNSHINE CANYON RD  
BOULDER, CO 80302

C#: 303-443-0969 J#: 303-443-0969

## Customer: 1233979

MOUNT ROYAL VENTURES, LLC  
PO BOX 19754  
BOULDER, CO 80308

## RENTAL RETURN



Invoice #... 15576966-001  
Invoice date 5/22/08  
Date out.... 5/21/08 6:43 AM  
Date in..... 5/22/08 5:25 PM  
Job Loc..... 9145 SUNSHINE CANYON RD  
Job No..... RES.  
P.O. #..... 052100108  
Ordered By.. BURDEN, BRANDON  
NET DUE UPON RECEIPT

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	9" CHIPPER 418163 Make: VERMEER Model: BC935 Ser #: 1VRD1015951004011 HR OUT: 430.000 HR IN: 440.700 TOTAL: 10.700 Billed from 5/21/08 thru 5/22/08	270.00	270.00	700.00	2100.00	540.00

## SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA	5.400	5.40
1	ENVIRONMENTAL			
1	SMM TAX	EA	10.800	10.80
	SMM TAX 2%			
	RF			N/C
	RETURNED FULL			
	RENTAL PROTECTION PLAN			75.60

Sub-total: 631.80  
Tax: 44.50  
Total: 676.30

FINAL BILL: 5/21/08 06:43 AM THRU 5/22/08 05:25 PM.

Rate your rental experience [www.sunbeltsurvey.com](http://www.sunbeltsurvey.com)

You could win \$500, visit site for complete rules and eligibility.

IF THE EQUIPMENT DOES NOT WORK  
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR  
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR  
REFUELING, DAMAGES AND REPAIRS

1. The total charges in this Contract is an estimate based on the estimated rental period provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the equipment.
3. Customer is responsible for and shall only permit properly trained, authorized individuals, who are not under the influence of drugs or alcohol, to use the Equipment.
4. If the Equipment does not operate properly, the Equipment is not suitable for customer's intended use, the Equipment did not come with operating and safety instructions or customer has any questions regarding use of the Equipment, do not operate the Equipment and contact Sunbelt immediately.
5. Misuse of the Equipment or using damaged or malfunctioning Equipment may result in serious bodily injury or death.
6. Customer has received, read, understands and agrees to the estimated charges herein and all the terms and conditions of this Contract, including the Release and Indemnification provision in Section 8.
7. Customer must call to request pickup of Equipment, retain Pick Up Number given by Sunbelt and is responsible for Equipment until actually retrieved by Sunbelt.

Customer is declining Rental Protection Plan \_\_\_\_\_ (Customer Initials)

BURDEN, BRANDON

CUSTOMER SIGNATURE

DATE

NAME PRINTED

DELIVERED BY

DATE



# ADDITIONAL TERMS AND CONDITIONS

1. **TERMS.** Customer's rental of the Equipment is conditioned upon Customer's agreement with the terms of this Contract. All of the terms herein are incorporated into all future contracts between Sunbelt and Customer upon Customer's use of Sunbelt's equipment under those contracts, without objection, unless subsequently modified in writing by Sunbelt. Any reference in Customer's purchase order or any other Customer document (except for any executed Customer credit application or additional terms which are required by law) shall be void and deemed rejected. "Customer" is identified on the front of this Contract and includes any representatives, agents, officers or employees of Customer and anyone signing this Contract on their behalf. "Equipment" is the equipment and/or services identified on the front of this Contract, together with all replacements, repairs, additions, attachments and accessories thereto. Customer represents that the "Site Address" is the location where the Equipment will be located throughout the Rental Period and is identified on the front of this Contract. "Store" is the Sunbelt store location identified on the front of this Contract. "Sunbelt" is Sunbelt Rentals, Inc. and its affiliated companies, their respective officers, directors, employees and agents.

2. **RENTAL CONTRACT.** Sunbelt hereby rents to Customer and Customer rents from Sunbelt the Equipment pursuant to this Contract. Customer shall pay Sunbelt the rental rates (including any minimum rental identified on the front of this Contract) and other charges described herein when due, return the Equipment to Sunbelt as required herein and otherwise comply with this Contract. This Contract is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt; (b) shall not be considered affixed to real property; and (c) shall be maintained by Customer such that the Equipment may be removed without damaging any building or property.

3. **PERMITTED USE.** Customer agrees that Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) prior to each use of the Equipment, Customer has or will inspect the Equipment to confirm that the Equipment is in good condition, without defects, includes readable decals and operating and safety manuals and is suitable for Customer's intended use; (b) any apparent agent at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests early morning delivery, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (c) Customer shall immediately notify Sunbelt if the Equipment is lost, damaged, stolen, unsafe, disabled or malfunctioning, defects are discovered, the Equipment is levied upon or threatened with seizure, or if an incident (defined below) occurs; (d) Customer has received from Sunbelt all information needed or requested regarding the operation of the Equipment; (e) Sunbelt is not responsible for providing operator or other training unless Customer specifically requests and pays for training that Sunbelt has agreed to provide (Customer being responsible to obtain all training that Customer desires from third parties if Sunbelt does not provide such training, prior to the Equipment use); (f) only authorized individuals shall use and operate the Equipment ("authorized individuals" being those who are familiar with and properly trained to use the Equipment and who are not under the influence of drugs or alcohol); (g) the Equipment's use shall be in a careful manner, in compliance with all operation and safety manuals and other instructions provided on, in or with the Equipment and all Federal, State and local laws and licenses, including but not limited to, OSHA, as revised; and (h) the Equipment shall be kept in a secure location.

4. **PROHIBITED USE.** Customer shall not (a) alter, disfigure, or cover up any numbering, lettering, decals, or insignia on the Equipment or remove any operation or safety manuals; (b) assign its rights under this Contract; (c) move the Equipment from the Site Address without Sunbelt's written consent of the new location; (d) intentionally damage the Equipment; (e) use the Equipment in a negligent, reckless, illegal, unauthorized or abusive manner nor allow the operation of the Equipment for an illegal purpose or by any unauthorized individual (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5. **MAINTENANCE.** Customer shall perform routine maintenance of the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, filters, cooling system, water, batteries, cutting edges, and cleaning accordance with the manufacturer's specifications (all other maintenance or repairs may only be performed by Sunbelt, but Sunbelt has no responsibility during the Rental Period to inspect or perform any maintenance or repairs unless Customer requests a service call). If Sunbelt determines that repairs to the Equipment are required, other than Ordinary Wear and Tear, Customer shall pay the full cost of repairs and rental of the Equipment until the repairs are completed. "Ordinary Wear and Tear" means normal deterioration considered reasonable in the equipment rental industry for one shift use. Sunbelt has the right to enter, inspect and observe the use of the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is Customer's exclusive remedy for Sunbelt's breach of this Contract. Notwithstanding Sunbelt's service commitment, Sunbelt shall have no obligation to (a) repair or replace Equipment damaged by Customer's breach of this Contract or other misuse, abuse or neglect; or (b) stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or Customer's insurance company has inspected such Equipment and agreed to pay or paid for such costs.

6. **CUSTOMER LIABILITY FOR DAMAGE AND LOSS. CUSTOMER ASSUMES DURING THE RENTAL PERIOD (DEFINED BELOW) ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR, THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING TRANSPORT, LOADING AND UNLOADING.** "Incident" is any fine, citation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or may be or appears to have occurred on, in connection with, or around the Equipment. After an Incident, Customer shall (a) immediately notify the police and Sunbelt; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Sunbelt and/or its designees investigate such Incident; (c) immediately after receipt submit to Sunbelt copies of all police or other third party reports and notify Sunbelt of any other reports; and (d) pay Sunbelt, in addition to other sums due herein the rental rate for Equipment until the repairs are completed or Equipment replaced plus (i) the manufacturer's list price on the date of the loss ("MSLP") of the lost or destroyed Equipment ("lost" being when Equipment's location is unknown, or Customer is unable to recover for a period of 30 days); or (ii) the full cost of repairs of damaged Equipment. Accrued rental charges shall not be applied against such additional amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

7. **NO WARRANTIES.** Sunbelt does not design or manufacture the Equipment and is not the agent of the party(ies) that do. SUNBELT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS, WHERE IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST SUNBELT. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES SUNBELT FROM ANY AND ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF OR A BREACH OF SUNBELT'S OBLIGATIONS HEREIN.

8. **RELEASE AND INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS (WITH COUNSEL APPROVED BY SUNBELT) FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, ANY DAMAGE TO PROPERTY, INJURY TO, OR DEATH OF, ANY PERSON OR ANY CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE USE, POSSESSION OR CONTROL OF THE EQUIPMENT DURING THE RENTAL PERIOD OR BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN, AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. IF ANY PART OF THIS SECTION IS DETERMINED INVALID BY A COURT OF COMPETENT JURISDICTION, CUSTOMER AGREES THAT THIS RELEASE AND INDEMNIFICATION SHALL BE ENFORCEABLE TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) general liability insurance of not less than \$1,000,000 per occurrence, including but not limited to, coverage for Customer's contractual liabilities herein (including the release and indemnification clause contained in Section 8); (b) if the RPP (defined below) is not elected and paid for, property insurance against loss by all risks to the Equipment, in an amount at least equal to the MSLP thereof; and (c) worker's compensation insurance as required by law; and (d) if the Equipment is to be used on any roadway, automobile liability and physical damage insurance (including comprehensive and collision coverage, a non-owned vehicle and endorsement and uninsured/underinsured motor coverage), in the same amounts set forth in subsections (a) and (b). Such policies shall be primary (and not on an excess basis, on an occurrence basis, name Sunbelt as an additional insured and loss payee, and provide for Sunbelt to receive at least 30 days prior written notice of any cancellation or material change in such coverage. Customer shall provide Sunbelt with certificates of insurance evidencing the coverages required above prior to any rental and any time upon Sunbelt's request (failure to provide such certificates may constitute a breach of this Contract). THE INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CUSTOMER OF ANY OF CUSTOMER'S RESPONSIBILITIES, INDEMNIFICATION OR OTHER OBLIGATIONS HEREIN, OR FOR WHICH CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.

10. **RENTAL PROTECTION PLAN ("RPP").** If Customer has elected the RPP and the Equipment is lost, stolen, damaged or destroyed, provided the Conditions are satisfied and an Exclusion does not apply, then Customer's repair or replacement responsibility in Sections 5 and 6 is modified by the RPP and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts: (a) 10% of the MSLP for Equipment stolen from a secure location (being defined as under lock and key with only Customer having access thereto); (b) 50% of the MSLP for Equipment stolen from an unsecured location; (c) 50% of the cost of repairs for incidental or accidental damage to Equipment less the greater of \$500 or 10% of the MSLP; (d) 50% of the MSLP of destroyed Equipment less the greater of \$500 or 10% of MSLP; (e) costs in excess of \$50 for tire puncture repairs, if dispatched by Sunbelt (excludes from filled tires, demolition tires and tire replacement, the entire cost of repair and/or replacement being Customer's responsibility in such events); and (f) nothing for the rental charges which would otherwise accrue during the period when damaged or destroyed Equipment is being repaired or replaced by Sunbelt or, for lost or stolen Equipment, after Sunbelt receives the police report. THE RPP IS NOT INSURANCE AND DOES NOT PROTECT CUSTOMER FROM LIABILITY TO SUNBELT OR OTHERS ARISING OUT OF POSSESSION OR OPERATION OF THE EQUIPMENT, INCLUDING INJURY OR DAMAGE TO PERSONS OR PROPERTY.

1. **RPP Conditions.** The following "Conditions" must be satisfied for the RPP to apply: (A) Customer accepts the RPP; (B) Customer pays 14% of the gross rental charges as the fee for the RPP; (C) Customer fully complies with the terms of this Contract; (D) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (E) none of the Exclusions apply.

ii. **RPP Exclusions.** Customer assumes the Exclusion risks, meaning that if any Exclusion occurs, the RPP does NOT cover the loss, theft, damage or destruction resulting from such Exclusion. "Exclusions" shall mean loss, theft, damage or destruction of the Equipment: (A) due to possession and/or operation of Equipment by a person other than Customer or Customer's authorized employee or any dishonest act by Customer; (B) due to the Equipment's operation in a manner inconsistent with the manufacturer's instructions, or contrary to this Contract, including but not limited to the Equipment exceeding rated capacity, being overloaded, misuse, abuse, negligence, improper servicing or lack of Customer required maintenance; (C) due to the Equipment's collision, overturning, upset, rolling over or striking overhead objects; (D) caused by vandalism, malicious mischief, disappearance, loss, theft or wrongful conversion of Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (E) occurring during the loading, unloading or transportation of the Equipment; (F) due to flood, wind, storm, earthquake or any other external causes; (G) due to nuclear reaction, radiation, radioactive contamination, exposure and/or contamination with or from hazardous materials or any other cause; (H) due to seizure or destruction of Equipment by order of governmental authority; and (I) accessories, which are not being charged the RPP fee. THE EXCLUSIONS ARE RISKS ASSUMED BY CUSTOMER AND ARE NOT COVERED BY THE RPP.

iii. **Recovery of Equipment.** If the Equipment is recovered at a later date, Sunbelt retains ownership of the Equipment. Notwithstanding anything to the contrary in this Contract, if lost or stolen Equipment is later recovered, neither Customer nor Customer's insurance company shall have any ownership rights to it, regardless of any payments made by Customer or Customer's insurance company with respect to such Equipment, all of which payments are non-refundable. Customer agrees to promptly return any Equipment that is recovered.

iv. **Subrogation.** Sunbelt shall be subrogated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights.

11. **RENTAL PERIOD.** "Rental Period" commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store during normal business hours, provided Customer has otherwise complied with this Contract and the Equipment is in the condition required herein. Sunbelt may terminate this Contract at any time, for any reason, after the estimated Rental Period identified on the front of this Contract. If Customer elects for Sunbelt to pick up the Equipment, the day Customer calls Sunbelt and receives a Pick Up Number (defined below), Customer may receive a credit for the rental charges from the date the Pick Up Number is given (so that the Rental Period ends on the date the Pick Up Number is given), provided Customer has otherwise complied with this Contract and the Equipment is in the condition required herein.

12. **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified on the front of this Contract (rental rates beyond the estimated Rental Period may change); and (b) for the Equipment's use for "one shift" being not more than 8 hours per day and 40 hours per week unless otherwise noted. Weekly and monthly rental rates shall not be prorated and the daily rental rate shall apply. Customer shall notify Sunbelt if the Equipment is used in excess of the above number of hours or the estimated Rental Period, and if so used, Customer shall pay additional fees. In addition to the rental rates and other fees for the Equipment, Customer is responsible for (i) all licenses, fees and taxes based on Customer's use of the Equipment; (ii) delivery and pickup costs to and from the Store; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if the Equipment is returned uncleaned; (v) fees for lost keys; (vi) fuel used during the Rental Period (Customer may either return the Equipment fully fueled or a fuel charge shall be assessed (designed to cover Sunbelt's direct and indirect costs of refueling the Equipment)); and (vii) an environmental charge (designed to cover Sunbelt's direct and indirect costs of handling and disposing of wastes and hazardous materials). The environmental charge is not a government mandated charge. Payment for all estimated charges is due at the time of rental, in cash or by a credit card, unless Sunbelt approves Customer's executed credit application. The convenience charge for off road diesel fuel does not include state motor fuel taxes.

13. **PAYMENT.** Customer is liable for and shall pay all rental charge(s) and applicable federal, state and/or local taxes, without any offsets, deductions or claims, in full no later than the end of the Rental Period, or if an approved credit customer, upon receipt of Sunbelt's invoice. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts and the amounts shall be deemed final and binding. At Sunbelt's discretion, any credit account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Deposits are only required to be returned after all fees and expenses paid in full. Customer agrees that if a credit card is presented to pay for charges or to guarantee payment, Customer authorizes Sunbelt to charge the credit card the estimated charges specified in this Contract, any required security deposit and all additional charges subsequently incurred by Customer, including but not limited to, loss of or damages to the Equipment. Customer's obligations to return and pay for the amounts due herein shall survive the Rental Period and termination of this Contract.

14. **RETURN OF EQUIPMENT.** At the end of the Rental Period, the Equipment shall be returned to Sunbelt in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. The Rental Period and this Contract shall not terminate and rental charges shall continue to accrue until Sunbelt confirms that the Equipment is returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a "pick-up" number from Sunbelt evidencing such call ("Pick Up Number"); provided Customer remains liable for any loss of or damage to the Equipment until Sunbelt confirms that the Equipment is returned in the condition required herein (which Pick Up Number Customer should keep for its records as proof of such call). No pickups occur on Sundays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. Any loss of or damage to the Equipment resulting from a return other than as set forth above shall be Customer's sole responsibility. If the Equipment is not returned by the estimated end of the Rental Period specified on the front of this Contract, in addition to the charges set forth in this Contract, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

15. **DEFAULT.** Customer shall be in default if Customer: (a) fails to pay sums when due; (b) breaches any provision of this Contract; (c) becomes a debtor in a bankruptcy proceeding, or goes into receivership; (d) places the Equipment at risk if Sunbelt, in good faith, deems itself insecure; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to enter the Site Address or wherever the Equipment is located and repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs and attorney's fees incurred in exercising any of its rights or remedies herein. The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT FOR SUCH ENTRY OR REPOSSESSION.

16. **FINANCING.** This Contract and all of Customer's rights in and to the Equipment are subject and subordinate to all rights, title and interest of all persons (including, Sunbelt's secured lenders) who have financed or leased the Equipment or provided financing to Sunbelt.

17. **LIMITATION OF SUNBELT'S LIABILITY.** IN CONSIDERATION OF SUNBELT'S RENTAL OF THE EQUIPMENT TO CUSTOMER, CUSTOMER AGREES THAT SUNBELT'S LIABILITY WITH RESPECT TO THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

18. **JURY TRIAL WAIVER.** TO THE EXTENT PERMITTED BY LAW, IN ANY ACTION TO ENFORCE OR INTERPRET THE TERMS OF THIS CONTRACT, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY, THIS WAIVER BEING A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS CONTRACT.

19. **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Customer acknowledges and agrees that removal of the Equipment from the United States is prohibited under this Agreement. If Customer desires to transport or cause the transport of the Equipment outside of the United States and/or to operate the Equipment outside of the United States, Customer must notify Sunbelt prior to taking such action and, subject to agreement by Sunbelt, a separate Rider to this Agreement shall be executed and the terms of such Rider shall be incorporated herein. Although prohibited under this Agreement, if Customer exports or re-exports the Equipment, Customer acknowledges its understanding that the Equipment is subject to export control laws and regulations of the United States government, including but not limited to the Export Administration Regulations, and that Customer is responsible for complying with such laws and regulations. Customer further acknowledges that it is responsible for: (a) determining whether export or re-export licenses or other authorizations are required, (b) obtaining any required license(s), authorization(s), or documentation prior to exporting or re-exporting the Equipment, (c) obtaining any required documentation necessary for return of the Equipment, and (d) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to [www.bis.doc.gov](http://www.bis.doc.gov) for information.

20. **MISCELLANEOUS.** If this Contract identifies any Equipment that is to be purchased by Customer, Sunbelt sells and delivers such Equipment to Customer on an "AS IS, WHERE IS" basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the Equipment. Sunbelt retains title to the Equipment until Customer has paid in full. This Contract: (a) together with any Customer executed credit application, constitutes the entire agreement of the parties regarding the Equipment and may not be modified except by written amendment signed by the parties; and (b) shall be governed by the laws of the State of North Carolina, without regard to any conflicts of law principles. If any provision of this Contract is prohibited by law in any state, such provision shall, as to such state, be ineffective to the extent of such prohibition without invalidating the remaining provisions. Headings in this Contract are for convenience only. Any failure by Sunbelt to insist upon strict performance of any provision of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer, and the person signing this Contract, represent that: (i) they both have full authority to execute, deliver and perform this Contract; and (ii) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. When Customer is a buyer of Equipment, they are hereby notified that Sunbelt has assigned its rights (but not its obligations) in the agreement to sell the asset(s) described herein to Sunbelt Rentals Exchange, Inc., a qualified intermediary, as part of Section 1031 exchange.



SOUTH SIDE TOTAL POWER  
PO BOX 1374 4204 S BROADWAY  
ENGLEWOOD, CO 80150-1374  
303-789-4339 FAX 303-781-5037

MOUNT ROYAL ADVANTURES LLC  
9145 SUNSHINE CANYON DR  
BOULDER, CO 80302

DATE	ACCT	PG
8/31/07	5653448	1

THIS STATEMENT REFLECTS CREDITS AND CHARGES MADE THROUGH THE STATEMENT DATE.

DATE	INV	DESCRIPTION	ACCOUNT	FUTURE	CURRENT	PAST 30+	PAST 60+	PAST 90+
8/24/07	234948	PURCHASE	1509.90		1509.90			
<div>3140 - 20 reclamation Equipment Rental</div> <div><b>PAID</b> CK. NO. 3681 DATE 9/18/07 \$1509.90</div> <div>Mailed 9/27/07</div>								
TOTALS			ON ACCOUNT 1509.90	FUTURE 0.00	CURRENT 1509.90	PAST 30+ 0.00	PAST 60+ 0.00	PAST 90+ 0.00
BALANCE DUE			1509.90	PAY THIS AMOUNT				



SOUTH SIDE TOTAL POWER  
PO BOX 1374 4204 S BROADWAY  
ENGLEWOOD, CO 80150-1374  
303-789-4339 FAX 303-781-5037

ate.....: 8/24/07  
Customer.....: 5653448  
Special info...:  
Ship Via.....: WILL CALL

Invoice.....: 234948  
Salesman.....: 003/003  
P.O. #.....:  
Packing Slip #: 234948

-- SOLD TO --  
MOUNT ROYAL ADVANTURES LLC  
9145 SUNSHINE CANYON DR  
BOULDER, CO 80302

-- SHIP TO --  
MOUNT ROYAL ADVANTURES LLC  
9145 SUNSHINE CANYON DR  
BOULDER, CO 80302

No Returns on Electrical PARTS or on SPECIAL  
Order PARTS 20% RESTOCKING charge on all other  
PARTS NO RETURNS ON EQUIPMENT UNLESS SPECIFIED

Page 1 of 1

Ord	Ship	B/O Line	Part Number	Description	List	Net	Amount
4	4		MOR RENTAL-13	RENT MODEL 13		350.00	1400.00

3/40 - 20 declared  
Equipment Rental

3681  
9/18/07  
\$1509.90

Mald  
7/26/07

DUPLICATE COPY  
CHARGE SALE

SUB TOTAL ----> 1400.00  
MISC. ----> 0.00  
LABOR ----> 0.00  
TAX 7.850 ----> 109.90  
INVOICE TOTAL ----> 1509.90

Received By



Mount Royale Ventures, LLC  
 9145 Sunshine Canyon Dr.  
 Boulder, CO 80302

TIMESHEET

Employee Name James Daniel Smith  
 Pay Period 8-12-07 thru 8-18-07  
 Department Special projects

Date		<div>↓ ↓ ↓</div> In	Break	<div>↓ ↓ ↓</div> Out	Total Hours	Work Accomplished
8-12	Sunday	off				
8-13	Monday	6:00	12:30 13:00	16:30	10	Set forms, Unload mix, Mix 18 bags per Vault pour, 16-bags Deadman pour and get steel. Fab on Poles for over head Tails line
8-14	Tuesday	6:00	11:30 12:00	16:30	10	Safety meeting, Move waste, Set & brace Tails pole, Mix and pour pole & deadman. Cleanup strip forms in vault. Build parking lot up.
8-15	Wednesday	6:00	12:00 12:30	16:30	10	Back filled vault, moved mill balls, spread seed chipped Skosh for mulch.
8-16	Thursday	6:00	12:00 12:30	16:30	10	Chipped @ Cash Dump Skosh. Hauled slash from Open space to yard. Meet with Eric about chipping
8-17	Friday	off				
8-18	Saturday	off				
					total week hrs	40

James Daniel Smith  
 EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)  
[Signature]  
 APPROVED BY

8-16-07  
 DATE  
8/23/07  
 DATE



Mount Royale Ventures, LLC  
9145 Sunshine Canyon Dr.  
Boulder, CO 80302

TIMESHEET

Employee Name James Daniel Smith  
Pay Period 8-19 thru 8-25-07  
Department Special Projects

Date		<sup>↓ ↓ ↓</sup> In	Break	<sup>↓ ↓ ↓</sup> Out	Total Hours	Work Accomplished
8-19	Sunday	Off				
8-20	Monday	6:00	12:00 12:30	16:30	10	High timbered road on county open space. Rebuilt road to stock pile area. Hauled 10 slash piles to property. Chipped 2 piles & reclaimed roads.
8-21	Tuesday	6:00	12:00 12:30	16:30	10	Moved waste; at portal unloaded steel, unloaded water, trammed Komatsu up and across road. Chipped 10 piles worked on Dump Truck.
8-22	Wednesday	9:00	12:30 13:00	16:30	7	Serviced & fueled chipped 10 piles. High Limbed ect.
8-23	Thursday	6:00	12:30 13:00	17:00	10.5	Chipped, broke down, Repaired Chipper. Chipped all day. Chipper developed a fuel leak at end of shift. Put in our yard.
8-24	Friday	7:00	No Break	9:30	2.5	Moved 00-05 <sup>across</sup> <del>across</del> county rd. (Planks) Cleaned out I.T. Hauled tools back & cleaned up.
8-25	Saturday	Off				
					total week hrs	40

James Daniel Smith  
EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)  
[Signature]  
APPROVED BY

8-24-07  
DATE  
9/5/07  
DATE



Mount Royale Ventures, LLC  
9145 Sunshine Canyon Dr.  
Boulder, CO 80302

TIMESHEET

Employee Name Jason Groskopf  
Pay Period 8-5-07 thru 8-18-07  
Department MILL

Date		↓ ↓ ↓ In	Break	↓ ↓ ↓ Out	Total Hours	Work Accomplished
8/12	Sunday					
8/13	Monday	7:00 A.M.	30 MIN.	4:30 P.M.	9	Pour concrete for Anchor Poles / Broke wood forms up in Vault. Poured & mixed concrete
8/14	Tuesday	7:00 A.M.	30 MIN.	4:30 P.M.	9	did work outside w/ the wood chipper / Buried the Vault on side + back w/ dirt.
8/15	Wednesday	7:15 A.M.	30 MIN.	4:30 P.M.	9.75	helped in MILL Run Crash's circuit
8/16	Thursday	7:15 A.M.	30 MIN.	4:30 P.M.	9.75	Chipped wood w/ wood chipper got a Pile over from across the dirt road.
8/17	Friday	7:00 A.M.	30 MIN.	8:30 P.M.	8	Helped Gordon in MILL w/ request from Gordon on things that needed to get done.
8/18	Saturday					
total week hrs					43.5	

EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)

APPROVED BY

DATE

DATE

8-16-07

8/23/07



Mount Royale Ventures, LLC  
9145 Sunshine Canyon Dr.  
Boulder, CO 80302

Employee Name James D. SmithPay Period 8-26-07 thru 9-2-07Department Special Projects

Date		In	Break	Out	Total Hours	Work Accomplished
8-26	Sunday	off				
8-27	Monday	6:00	12:00 12:30	16:30	10	Hauled chokers & mis. Back from Open Space Drill column, string out pipe for Tails Discharge haul rail & much waste. Towed <del>the</del> Dump Truck w/
8-29	Tuesday	6:00	13:00 13:30	16:30	10	Safety meeting, moved waste I.T. Brought Komatsu to portal-waste. Trammed Komatsu to core drill and moved drill. Towed out discharge lines, put 2 in one drilled Beam
8-30	Wednesday	6:00	11:30 12:00	17:00	10.5	Cleaned up MES Laydown, and spillage at <del>Start</del> Cable dumpsters. Started cleaning up yard. Mucked waste took Komatsu to core drill, moved drill, Built core site on
8-31	Thursday	6:00	12:00 12:30	16:00	9.5	Moved supplies around yard. Started drainage excavation. Mucked waste. Hauled scrap. Excavated for forms and water lines.
9-1	Friday	off				
9-2	Saturday	off				
					total week hrs	40

James D. Smith  
EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)  
[Signature]  
APPROVED BY

8-31-07

DATE

9/5/07

DATE



## TIMESHEET

Mount Royale Ventures, LLC  
9145 Sunshine Canyon Dr.  
Boulder, CO 80302

Employee Name Jeremy Stephens  
Pay Period 8/19/07 thru 8/25/07  
Department Mill

Date		<sup>↓ ↓ ↓</sup> In	Break	<sup>↑ ↑ ↑</sup> Out	Total Hours	Work Accomplished
8/19	Sunday					
8/20	Monday	7:00 a.m.	12:00-12:30	4:30 p.m.	9 hrs	chipped wood into wood chips
8/21	Tuesday	7:00 a.m.	12:00-12:30	4:30 p.m.	9 hrs	chipped, hauled slash, mucked waste pile at portal
8/22	Wednesday	7:00 a.m.		12:30 p.m.	5.5 hrs	ran chipper
8/23	Thursday	7:00 a.m.	—	12:30 p.m.	5.5 hrs	ran chipper & crushed
8/24	Friday	7:00 a.m.	—	12:30 p.m.	5.5 hrs	ran wet circuit
8/25	Saturday					
					total week hrs	34.5 hrs

Jeremy K. Stephens  
EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)  
B. C. B.  
APPROVED BY

8/24/07  
DATE  
9/5/07  
DATE



**TIMESHEET**

Mount Royale Ventures, LLC  
9145 Sunshine Canyon Dr.  
Boulder, CO 80302

Employee Name James D. Smith  
Pay Period 5-11-08 thru 5-<sup>24</sup>~~17~~-08  
Department Special Projects

Date		↓ ↓ ↓ In	Break	↓ ↓ ↓ Out	Total Hours	Work Accomplished
5-11	Sunday	off				
5-12	Monday	off				
5-13	Tuesday	07:00	12:00 12:30	17:30	10	Snow removal & water bar repair. Sharpened Saws & axes. Chain up Red Dodge. Fire Mitigation at #4 pond, cut and haul firewood fence rail ect.
5-14	Wednesday	07:00	12:00 12:30	17:30	10	Safety meeting, Haul poles to fence line. Fire Mitigation Below Portal. Cleared along lower rd. to Four Mile rd. Cut firewood ect.
5-15	Thursday	07:00	12:00 12:30	17:30	10	Fire mitigation along St. Joes rd. Cut limbs into firewood and stacked slash. Repaired St Joes Rd.
5-16	Friday	07:00	12:00 12:30	17:30	10	Rd. Maintenance. Cut trees, Hauled logs. Repaired & relayed crib, Stacked crib installed deadmen & Back-filled.
5-17	Saturday	off				
					total week hrs	40

James D. Smith  
EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)  
APPROVED BY

5-16-08  
DATE  
DATE



Mount Royale Ventures, LLC  
9145 Sunshine Canyon Dr.  
Boulder, CO 80302

TIMESHEET

Employee Name James D. Smith  
Pay Period 5-18-08 thru 5-24-08  
Department Mining Special Projects

Date		↓ ↓ ↓ In	Break	↓ ↓ ↓ Out	Total Hours	Work Accomplished
-18	Sunday	off				
-19	Monday	off				
-20	Tuesday	07:00	12:00 12:30	17:30	10	Cut poles & Firewood #4 sed pond. Hauled poles & Built fence. Cut deadmen and raised crib. Stacked slash for chipping.
-21	Wednesday	07:00	12:00 12:30	17:00	9.5	Chipping along Beam Rd, Haul rd. and to lower gate. Sed pond #4. Ramped in sed pond #4.
-22	Thursday	07:00	12:30 13:00	17:30	10	Safety Meeting, Hauled a unit of 3'x10"s to the mine for Fred, Moved Dump rock to sed pond #4. Cleaned up ore spill. Chipped all remaining slash piles.
-23	Friday	06:30	12:00 12:30	17:30	10.5	Sharpened Adze. Back filled crib. Pulled up logs that were over the bank. Stacked crib & deadmen cut more deadmen from & improved sed pond #4.
-24	Saturday					
total week hrs					40	

James D. Smith  
EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)

APPROVED BY

5-23-08  
DATE

DATE



Mount Royale Ventures, LLC  
9145 Sunshine Canyon Dr.  
Boulder, CO 80302

TIMESHEET

Employee Name RIMANTAS JANKAUSKAS  
Pay Period 05/11/2008 thru 05/17/2008  
Department SPECIAL PROJECTS <sup>24</sup>

Date		<div>↓ ↓ ↓</div> In	Break	<div>↓ ↓ ↓</div> Out	Total Hours	Work Accomplished
05/11	Sunday					
05/12	Monday					
05/13	Tuesday	07:00	12:30	05:30	10	sharpened axes, cut firewood, cleaned up the wood
05/14	Wednesday	07:00	0:30	05:30	10	cleaned up road
05/15	Thursday	07:00	0:30	05:30	10	made 1st fire wall
05/16	Friday	07:00	0:30	05:30	10	worked on
05/17	Saturday					
total week hrs					40	

EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)

APPROVED BY

05/16/2008  
DATE

DATE



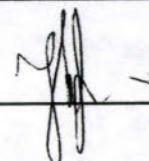
Mount Royale Ventures, LLC  
9145 Sunshine Canyon Dr.  
Boulder, CO 80302

TIMESHEET

Employee Name RIMANTAS JANKAUSKAS  
Pay Period 05/18/2008 thru 05/24/2008  
Department SPECIAL PROJECTS

Date		<div>↓ ↓ ↓</div> In	Break	<div>↓ ↓ ↓</div> Out	Total Hours	Work Accomplished
05/18	Sunday					
05/19	Monday					
05/20	Tuesday	4:00	0:30	5:30	10	cut poles for the fence, worked on cribs
05/21	Wednesday	7:00	0:30	5:30	10	chipping wood
05/22	Thursday	7:00	0:30	5:30	10	chipping wood
05/23	Friday	7:00	0:30	5:30	10	building cribs
05/24	Saturday					
total week hrs					40	

EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)



05/23/2008  
DATE

APPROVED BY

DATE

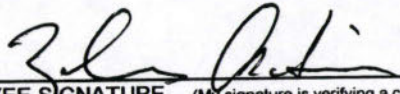


Mount Royale Ventures, LLC  
9145 Sunshine Canyon Dr.  
Boulder, CO 80302

TIMESHEET

Employee Name Zulius Austin  
Pay Period 5/18/08 thru 5/24/08  
Department Mill

Date		<div>↓ ↓ ↓</div> In	Break	<div>↓ ↓ ↓</div> Out	Total Hours	Work Accomplished
5/18	Sunday					
5/19	Monday	9:00 AM	.5	5:00 PM	<del>8</del> 7.5	Repair office steps, move cones, ball mill clean up
5/20	Tuesday	6:00 AM	.5	5:00 PM	<del>10</del> 10.5	Mill work AM Timber work set up log fence
5/21	Wednesday	6:30 AM	.5	5:00 PM	<del>10.5</del> 10	Timber work (chipping)
5/22	Thursday	7:00	.5	5:30	<del>10.5</del> 10	CHIPPING
5/23	Friday					
5/24	Saturday					
total week hrs					<del>40</del> 38.0	

  
EMPLOYEE SIGNATURE (My signature is verifying a complete and accurate timesheet)  
  
APPROVED BY

05/22/08  
DATE  
5/28/08  
DATE



Oct. 1, 2007

To: Bob Bundy, CSFS

From: Val Crist

Re: Gold Hill CWPP

Dear Bob,

Here are our in kind totals for the period ending Sept. 30, 2007. We had three submissions of which I will attach.

\$ 770.22	Steinman
\$1,465.42	Sacred Mt. Ashram
<u>\$1,158.30</u>	Simmons
\$3,393.94	

Call me if you have further questions. I will submit again any new submissions for the next period, which ends Dec. 31, 2007.



Val Crist



Hi Bob,

Here is a copy of my  
matching labor form for  
the Rim Road project, and  
I gave copies to Kris Gibson.

Sincerely,

Dave Steinhmann



## LANDOWNER ASSISTANCE PROGRAMS COST DOCUMENTATION

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts.

S. 

**Landowner Signature**

[illegible]


41.5 hours  
x 17.55

728.33



## LANDOWNER ASSISTANCE PROGRAMS COST DOCUMENTATION

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts.

S. 

**Landowner Signature**

Landowner Signature  
David Steinhmann

[illegible]
$$\begin{array}{r} 37 \text{ hours} \\ \times \$17.55 \\ \hline 649.35 \end{array}$$

4/1/07 - 5/31/07



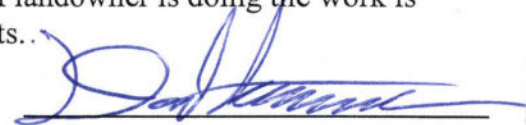




**Form D**

**LANDOWNER ASSISTANCE PROGRAMS  
COST DOCUMENTATION**

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts..



**Landowner Signature**

David Steinman -



**Form D**

## LANDOWNER ASSISTANCE PROGRAMS COST DOCUMENTATION

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts.

return to Val Crist  
202, 000. 992,

KAREN SIMMONS

**Landowner Signature**

8000 SUNSHINE CANYON Rd  
BOULDER 80302  
303.447.0321

Date	By Whom:	Activity/Expense:	Hours	Expenses
7/7/07	SIMMONS	LIMBING & TRIMMING, CLEARING ≤5" TREES	4 hr	
7/14	"	" "	4	
7/15-7/16, 7/24, 7/28, 7/29		1½ hr, 2½ hr, 1½ hr, (3 <sup>h</sup> +2+1), 2½	14 hr	
7/30	SIMMONS	2 hr + (8/11=1 hr) + (8/3 = 1½) + (8/4 = 4½) =	9 hr	
8/8	"	1 hr + (8/11 = 4 <sup>h</sup> + 2 <sup>h</sup> )	7 hrs	
8/12	"	(2 + 1½) + (8/16 = 2½) + (8/18 = 1½)	7½	
8/19	"	4½ hr + [8/23 = 2 <sup>h</sup> ]	6½	\$2
8/26	"	[3 hr + 1½]	4½	\$6½
9/1	"	2 <sup>h</sup>	2	\$6½
9/15	"	2½ <sup>h</sup> + 1½	4	
9/18	"	1½ + 2	3½	\$6
		Total	66 hours	

\$ 1158,30



Form D

**LANDOWNER ASSISTANCE PROGRAMS  
COST DOCUMENTATION**

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts.

FUNDING ?

*Sita Stults, Trustee*

Landowner Signature

Donation in kind, by volunteer help at Sacred Mountain Ashram

Date	By Whom:	Activity/Expense:	Hours	Expenses
3/10	NICK F.	MOVING-STACKING SLASH AND LOGS	4	
3/10	J.R.	FALLING-LIMBING-BUCKING	5	
3/14	NICK F.	MOVING-STACKING SLASH AND LOGS	4	
4/14	J.R.	FALLING-LIMBING-BUCKING	4	
4/29	BERK. F.	FALLING-LIMBING-BUCKING	4	
4/29	J.R.	MOVING-STACKING SLASH AND LOGS	4	
4/30	J.R.	BUCKING-MOVING LOGS-STACKING LOGS	3	
5/1	J.R.	MOVING-STACKING LOGS	1 1/2	
5/2	J.R.	MOVING-STACKING SLASH	2	
5/3	J.R.	BUCKING-MOVING LOGS	2	
5/6	BERK. F.	FALLING-LIMBING-BUCKING	2 1/2	
5/11	J.R.	BUCKING-MOVING-STACKING SLASH	4	
5/12	ED. S.	MOVING-STACKING SLASH	2	
5/12	J.R.	MOVING-STACKING SLASH	4	
5/13	J.R.	MOVING-STACKING SLASH	3 1/2	
5/14	J.R.	LIMBING-BUCKING-STACKING LOGS	4 1/2	
5/15	J.R.	MOVING-STACKING SLASH AND LOGS	4	
5/19	ED. S.	MOVING-STACKING LOGS	2 1/2	
5/19	J.R.	MOVING-STACKING LOGS	2 1/2	
5/20	BERK. F.	MOVING-STACKING SLASH	2	
5/20	J.R.	MOVING-STACKING SLASH	2	
5/23	J.R.	MOVING-STACKING LOGS	1 1/2	
5/25	J.R.	MOVING-STACKING LOGS	2	
5/27	BERK. F.	MOVING-STACKING SLASH	2 1/2	
5/27	J.R.	MOVING-STACKING SLASH	2 1/2	
5/28	J.R.	MOVING-STACKING SLASH	1	
6/2	ED. S.	MOVING LOGS-STACKING SLASH	1 1/2	
6/2	J.R.	MOVING-STACKING SLASH	1 1/2	
6/3	BERK. F.	BUCKING-MOVING-STACKING SLASH	3	
6/3	J.R.	MOVING-STACKING SLASH	3	

TOTAL TO HERE, 83,5

\$1465,42



Hi Bob,

Here is a labor  
form thru April,  
and I gave a  
copy to Val. -Dave



## LANDOWNER ASSISTANCE PROGRAMS COST DOCUMENTATION

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts.

**Landowner Signature**

20 Rim Road  
Gold Hill, CO 80302

[illegible]

1/1/2008-4/30/2008  
\$ 357.00

Total = 20 hours  
 x \$17.55  
 -----  
 \$351.00 value



12/27/07

Re: Bob Bandy  
 Hom. Dist

Re: 2007 final submis-  
 ions for our CAPP

Bob,

Here are the final totals from 10/07-12/07.

Simmons - 69.5 hrs \$1219.73  
 less wood sold - 225.00

Drakhti - 44 hrs

994.73  
 + 86.25

+ 772.20

Lison -

+ 425.10

\$3054.53

Im faxing copies to you.

Cal Crist  
 Gold Hill CAPP  
 1/4



## LANDOWNER ASSISTANCE PROGRAMS COST DOCUMENTATION

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts.

Kathleen Mercedes  
Landowner Signature

[illegible]

$$44 \text{ kW} \times 17.55 =$$

772.20



## LANDOWNER ASSISTANCE PROGRAMS COST DOCUMENTATION

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts.

**Landowner Signature**

Kris Gibson

[illegible]
$$\begin{array}{r} 211.00 - 35.10 \\ + \quad 390.00 \\ \hline 425.90 \end{array}$$



# LANDOWNER ASSISTANCE PROGRAMS COST DOCUMENTATION

I have incurred the following expenses for completion of the LOA Program practice for which I have been funded. These expenses are itemized below. Labor rate to be used if landowner is doing the work is \$17.55/hr. Separate expenses by component (activity). Attach receipts.

return to Val Crist  
9,03,440.9925

KAREN SIMMONS  
Landowner Signature

$$69.5 \times 17.55 = 1219.73 - \$225 (\text{w/col 6x10}) = 994.73 (12/07)$$

Date	By Whom:	Activity/Expense:	Hours	Expenses
7/7/07	SIMMONS	Limbing & TRIMMING, CLEARING 65" TREES	4 hr	
7/14	"	"	4	
7/15-7/16, 7/17, 7/18, 7/19	"	1 1/2 hr, 2 1/2 hr, 1 1/2 hr (3^2 + 2 + 1), 2 1/2	14 hr	
7/16	SIMMONS	2 hr + (8/11 = 1 hr) + (8/3 = 1 1/2) + (8/4 = 4 1/2) =	9 hr	
8/8	"	1 hr + (8/11 = 4^2 + 2^2)	7 hrs	
8/12	"	(2 + 1 1/2) + (8/16 = 2 1/2) + (8/18 = 1 1/2)	7 1/2	
8/19	"	4 1/2 hr + [8/23 = 2^2]	6 1/2 hr	
8/26	"	[3 hr + 1 1/2]	4 1/2 hr	
9/3	"	2^2	2	
9/15	"	2 1/2^2 + 1 1/2	4	
9/18	"	1 1/2 + 2	3 1/2 hr	
		total	66 hrs	
		Submitted to Val on Sept 20, 2007		
9/20	SIMMONS	2 hr	2	
9/22	"	3 hr	3	
9/23	"	4 hr	4	
9/25	"	4 1/2	4 1/2	
9/25	Vocahers	4 1/2	4 1/2	
9/28	SIMMONS	2	2	
9/29	"	[3 + 5]	8	
9/29	MICKIE	[2 hr + 2 1/2] = 4 1/2 hrs	4 1/2	
9/30	SIMMONS	2	2	
10/3	"	2	2	
10/6	MICKIE	[2 + 17] + 3 = 6 hrs; said him 4 hrs of 2 hrs @ \$50/hr = \$225	6	
10/6	for 10 1/2 hrs paid Mickie (Grove) Salaf (cash)		10 1/2	\$262.50
10/6	SIMMONS	[3 + 3] @ \$25/hr	6	
10/9	"	3	3	
10/9	"	4	4	
10/11	"	5	5	
10/11	MICKIE	4 hours check = 13178 @ \$25/hr	4	\$100.00

10/12 SIMMONS 5 1/2 hrs

10/24 " 1 1/2 hr

10/29 " [4 hr + 3 1/2]

11/01 SIMMONS 5 hrs

11/01 BARNICK Chipping 7.5 check = 9218 = \$500

$$\frac{14}{109} + 66 \text{ hrs} = 135 \frac{1}{2}$$



Rim 2 & 3 = Lasky

Rim 1, Alaska, Melvins = Barry

Bret w/ Barry = \$33,450 39

Contract w/ Lasky = \$13,600 17 ac

CSFs w/ Barry = \$77,937.50 72.5 ac

Rim 47,150 48 ac

13,500  
33,650

77,937.50

RR owes \$17,000

Alaska owes \$17,000

Melvins owes \$17,000

\$51,000

DON'T Throw  
Away  
Bob's  
children  
secrets

78,000

50,000

+ in hand

BLM

Melv B \$10,800

Rim B \$9,500

Rim (one) \$4,000

\$24,300

Total Bid 77,937.50

- 24,300 BLM

53,637.50 from FR Accts (x.23) = 12,336.63

- 7,725.13

4611.50



# 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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 3/31/08

Comments: 4th invoice for RAM project

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for Melvina Unit B (BLM)				
Fuelbreak Thinning RAM project				
P324106	\$10,800.00	5-32853	4550	

Payment Authorization:

\$10,800.00

Robert A. Bundy

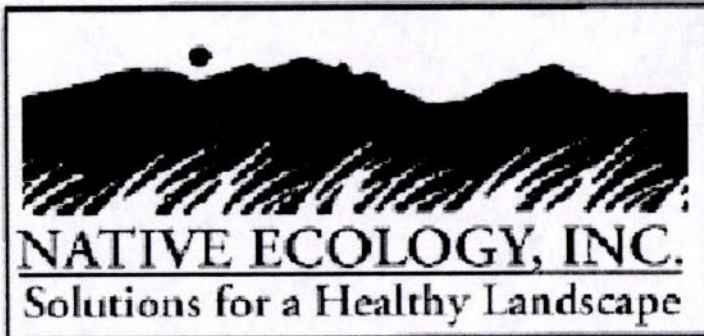
3/31/08

Account Manager or Designee Signature

Date



# Invoice



3/26/2008

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(fax)

Date	Description	Amount
3/26/2008	RAM - Melvina Unit B PO - P324106	\$10,800.00
Total		\$10,800.00



# 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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 6/19/08

Comments: 6<sup>th</sup> invoice for RAM project

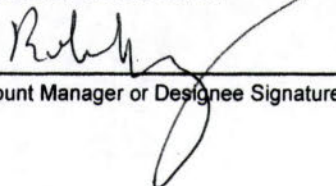
Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for RAM - Rim Unit 1 - Block A				
P324106 (CO.01)	\$12,650.00	5-30935	4550	

\$12,650.00

Payment Authorization:



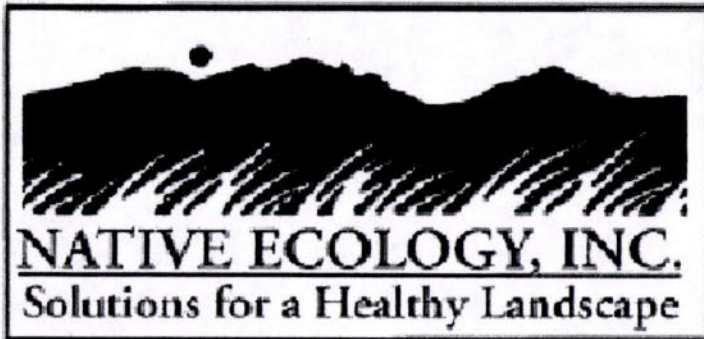
6/19/08

Account Manager or Designee Signature

Date



# Invoice



6/16/2008

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(fax)

Date	Description	Amount
6/16/2008	RAM - Rim Unit 1 - Block A PO - P324106	\$12,650.00
Total		\$12,650.00



CSFS 820 (Rev. 02/04/05)



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](mailto:rbundy@lamar.colostate.edu)

**INVOICE:** 6/6/08  
**Chipping Services: Rim Road Fuel Break**

Labor:	\$1381.25
Machine Time:	\$1500.00
<b>Total Due</b>	<b><u>\$ 2881.25</u></b>

*Please make checks payable to: Four Mile Fire Department Fire Mitigation Services*

Send Remittance to:

Four Mile Fire Protection District Fire Mitigation Services  
87 Four Mile Canyon  
Boulder, CO 80402  
[4MileFireMit@gmail.com](mailto:4MileFireMit@gmail.com)  
303.588.3440



## 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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 8/11/08

Comments: 9<sup>th</sup> & Final Invoice for RAM

Resale to Cooperator:

\* Please Reimburse Contractor Damage Deposit in Full.

CSFS Invoice #:

[illegible]

**Payment Authorization:**

\$9,500.00

Robert A. By

8/11/08

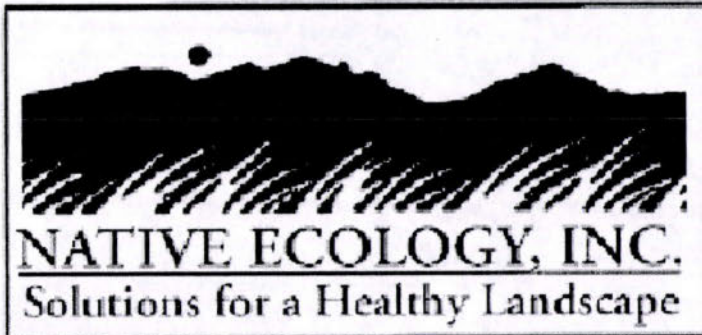
Account Manager or Designee Signature

Date \_\_\_\_\_



# Invoice

8/8/2008



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(fax)

Date	Description	Amount
7/23/2008	RAM - Rim Road Block B 10 acres PO - P324106	\$9,500.00
Total		\$9,500.00



# 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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 2/14/08

Comments: 3rd invoice for RAM project

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for 1st 9.5 acres of				
Fuelbreak Thinning on the Rim Road				
Unit 1/Block C of the RAM project				
P324106	\$11,400.00	5-30935	4550	

Payment Authorization:

\$11,400.00

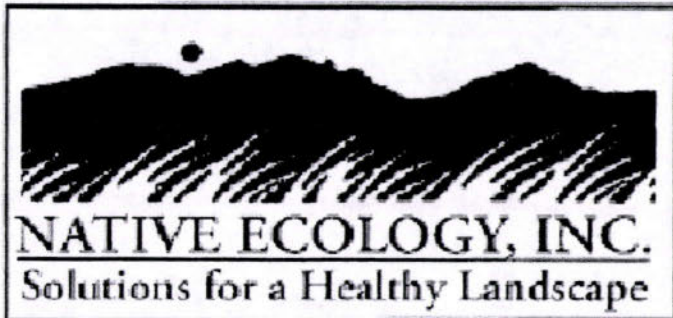
Robert A. Bundy  
Account Manager or Designee Signature

2/14/08

Date



# Invoice



2/13/2008

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(fax)

Date	Description	Amount
2/13/2008	RAM - Rim Road Unit1/BlockC PO - P324106	\$11,400.00
Total		\$11,400.00



From Scribe BLM \$

# 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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 7/7/08

Comments:

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for Chipping Services - Gold Hill	\$2,392.93	5-32853	4550	

Payment Authorization:

\$2,392.93

Robert A. Bundy

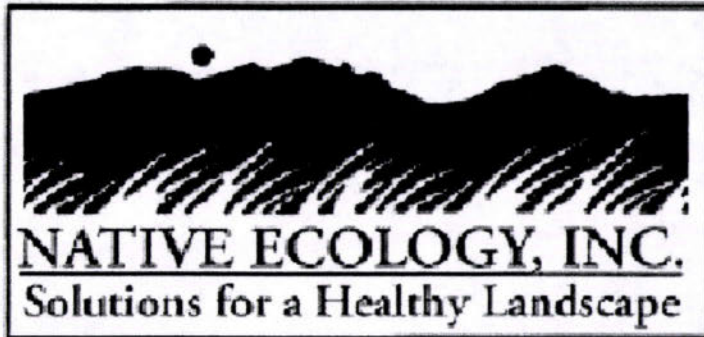
7/7/08

Account Manager or Designee Signature

Date



# Invoice



7/4/2008

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(fax)

Date	Description	Amount
7/7/2008	Chipping Services - Gold Hill	\$2,392.93
Total		\$2,392.93



# 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: *Native Ecology, Inc.*

Prepared By: *Bob Bundy*

Date Prepared: *7/31/08*

Comments: *8<sup>th</sup> Invoice for RAM*

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
<i>Payment for RAM - Sunshine Canyon</i>				
<i>P324106 (CO.01)</i>	<i>\$12,000.00</i>	<i>5-32853</i>	<i>4550</i>	

Payment Authorization:

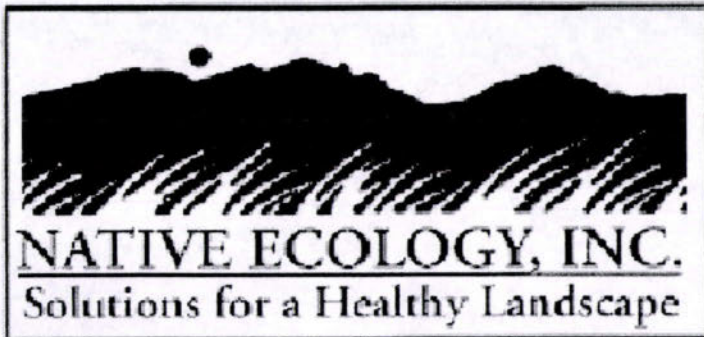
*\$12,000.00*

*Robert A. R*  
Account Manager or Designee Signature

*7/31/08*  
Date



# Invoice



7/23/2008

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(fax)

Date	Description	Amount
7/23/2008	RAM - Sunshine Canyon PO - P324106	\$12,000.00
Total		\$12,000.00



# 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: White Acre Tree Service

Prepared By: Bob Bundy

Date Prepared: 2/17/09

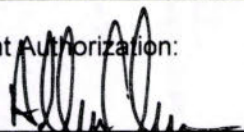
Comments: c/o Cliff Whitaker  
P.O. Box 3101  
Nederland, CO 80466

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for treating 200 bug trees on Lickskillet GH BLM (Boulder)	\$2,000.00	5-32853	4550	

Payment Authorization:



Account Manager or Designee Signature

2-17-09

Date

\$2,000.00



WHITE ALDER TREE SERVICE

## CONTRACTORS INVOICE

P.O. BOX 3101

VEDERLAND, CO 80466

303-720-1196

WORK PERFORMED AT:

TO:	COLORADO STATE FOREST
	BOB BUNDY

LICK SKILLET ROAD
GOLD HILL
BOULDER, CO

DATE FEBRUARY 12, 2009	YOUR WORK ORDER NO. LICKS 0212-09	OUR BID NO. N/A
---------------------------	--------------------------------------	--------------------

## DESCRIPTION OF WORK PERFORMED

FELLING APPROXIMATELY 200 BEETLE KILL/ INFESTED TREES ON AND AROUND LICKSKILLET ROAD IN GOLD HILL

PROCESSING FELLED TREES/ PILING SLASH/ PILING LOGS

FLAGGING LOG PILE SUSPECTED OF BEING OR BEING INFESTED WITH MOUNTAIN PINE BEETLE OR IPS.

PLEASE MAKE CHECK PAYABLE TO: WHITE ALDER TREE SERVICE

THANK YOU!

WE APPRECIATE YOUR BUSINESS.

CLIF AND JANET WHITAKER

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of

TWO THOUSAND DOLLARS

Dollars (\$ 2,000. ).

This is a ☐ Partial ☒ Full invoice due and payable by: MARCH 12 2009

in accordance with our ☒ Agreement ☐ Proposal No. LICKS 0212-09 Dated 2 12 2009



From Sunshine BLM \$

# 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 Mountain Fire Protection District Prepared By: Bob Bundy Date Prepared: 6/5/08

Comments:

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Chipping Services (5/8/08, 5/22/08, 5/27/08)	\$1,365.00	5-32853	4550	-
Invoice #44 (BMFD) dated 5/30/08				

Payment Authorization:

\$1,365.00

Robert A. Bundy  
Account Manager or Designee Signature

6/5/08

Date



**Please make checks payable to Boulder Mountain Fire Protection District**



# 2008 BMFPD Chipping Form

## Client Information

Date:

5/7/08

Name:

CSFS

Address:

7000 → 7400 Sunshine Canyon

Phone:

823-5775

Broadcast

☒ Pile

☐

Downhill

☐

Uphill

☒

Special Instructions:

North Side of Street only

## Onsite Chipping

Shift 1

Shift 2 +1

Shift 3 +1

Grand Total

Date:

5/8/08

5/22/08

5/27/08

Start Time:

12:00

8:30

9:30

Stop Time:

~~10:30~~ 15:30 12:30

12:00

Total Time:

~~3:50~~

4 hrs.

2.5 hrs.

13 ~~hrs.~~



# 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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 7/11/08

Comments: 7<sup>th</sup> invoice for RAM project

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for RAM - Lickskillet Road				
P324106 (10.01)	\$4,250.00	5-30935	4550	
	\$8,500.00	5-32853	4550	

\$12,750.00

Payment Authorization:

Robert A. Bundy

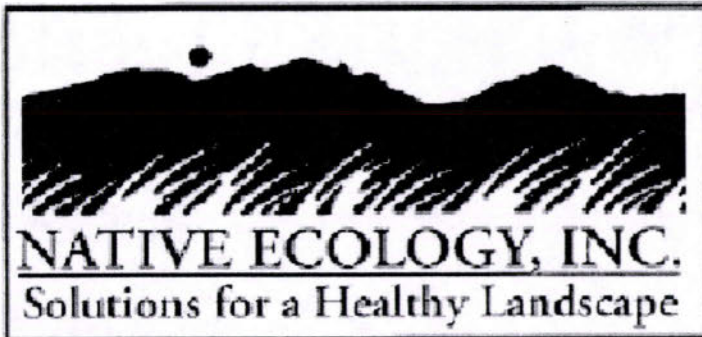
7/11/08

Account Manager or Designee Signature

Date



# Invoice



7/11/2008

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(fax)

Date	Description	Amount
7/11/2008	RAM - Lickskillet Road PO - P324106	\$12,750.00
Total		\$12,750.00



# 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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 5/30/08

Comments: 5<sup>th</sup> invoice for RAM project

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for final 8 acres on RAM Fuelbreak Thinning project "Remaining acres on Alaska Unit"				
P324106 (CO.01)	\$8,250.00	5-36695	4550	
	\$1,337.50	5-30935	4550	

\$9,587.50

Payment Authorization:

Robert A. Bay

5/30/08

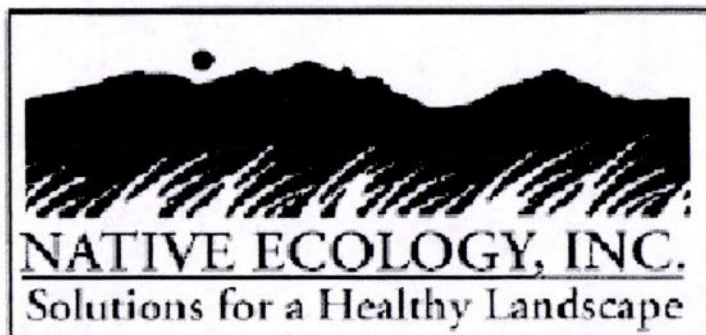
Account Manager or Designee Signature

Date



# Invoice

5/29/2008



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(fax)

Date	Description	Amount
5/29/2008	RAM - Alaska Unit - remaining acres PO - P324106	\$9,587.50
Total		\$9,587.50



# 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: Native Ecology, Inc.

Prepared By: Bob Bundy

Date Prepared: 12/5/07

Comments: 1st invoice for RAM project

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for 10 acres of Fuelbreak				
Thinning on the Alaska Unit of the				
RAM project P324106	\$12,000.00	5-36695	4550	

\$12,000.00

Payment Authorization:

Robert A. Bundy

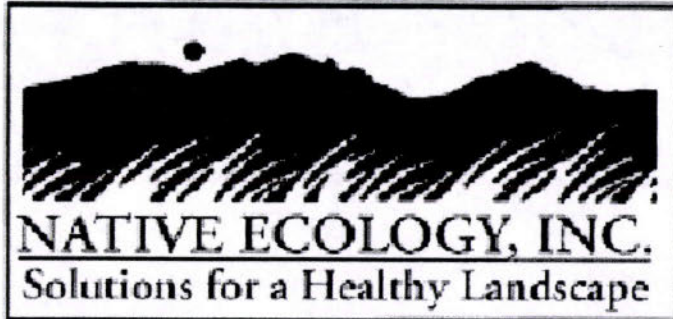
12/4/06

Account Manager or Designee Signature

Date



# Invoice



12/3/2007

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(fax)

Date	Description	Amount
10/25/2007	RAM Fuelbreak Thinning - Alaska Unit 1st 10 acres	\$12,000.00
Total		\$12,000.00





FARMERS®

**COMPANY NAME:**FARMERS INSURANCE EXCHANGE, LOS ANGELES, CALIFORNIA  
AN INTER-INSURANCE EXCHANGE, HEREIN CALLED THE COMPANY**PART I****CERTIFICATE OF INSURANCE**

## INSURED'S NAME &amp; ADDRESS:

BARRY BENNETT  
PO BOX 976  
NEDERLAND CO 80466

POLICY NO: 07 17799-23-20

POLICY EDITION: 02

EFFECTIVE DATE: 10-11-2007

EXPIRATION DATE: CONTINUOUS UNTIL CANCELLED

EXPIRATION TIME: 12:00 NOON Standard Time

## ISSUING OFFICE:

P. O. BOX 2910  
SHAWNEE MS, KS 66201

AGENT: Gregory C Naber

AGENT NO: 07 33 319

AGENT PHONE: (303) 449-4726

**DESCRIPTION OF VEHICLE**

Year	Make	Model	Vehicle Identification Number
1992	DODGE	PU 3/4 T 4WD	3B7KM23C4NM517014

**COVERAGES**

\* ENTRIES IN THOUSANDS OF DOLLARS.

(SEE REVERSE SIDE FOR COVERAGE DESIGNATIONS)

Bodily Injury			Uninsured Motorist		P.D.				Medical/ No Fault	Comprehensive Deductible	Collision Deductible	Towing		Non-Auto	
* Each Person	* 500 Each Occurrence	* 100	* 250 Each Person	* 500 Each Occurrence								COV	Other	NC * Liab.	NC Medical
250	500	100	250	500	NC	XXX	XXX	10,000	NC	NC		NOT COV			

This certificate is subject to all of the terms, conditions and limitations set forth in the policy(ies) and endorsements attached to it. It is furnished as a matter of information only and does not change, modify or extend the policy in any way. It supersedes all previously issued certificates.

**PART II****ADDITIONAL INSURED ENDORSEMENT****E1136**

2nd Edition

We provide the coverages indicated by "COV," or the limit of the Company's liability, on the above Certificate of Insurance. We provide this coverage in respect to the vehicle described above, to the person or organization named below as an additional insured.

This coverage applies only:

- (1) while the named insured is the owner, or has care, custody, or control of the above described vehicle, and
- (2) when liability arises out of the acts and omissions of the named insured.

This coverage does **not** apply:

- (1) where liability arises out of negligence of the additional insured, its agents, or employees, unless the agent or employee is the named insured, or
- (2) to any defect of material, design or workmanship in any equipment of which the additional insured is the owner, lessor, manufacturer, mortgagee, or beneficiary.

If any court shall interpret this endorsement to provide coverage other than what is stated in the Certificate of Insurance, then our limits of liability shall be the limits of bodily injury liability and property damage liability specified by any motor vehicle financial responsibility law of the state, province, or territory where the named insured resides, as applicable to the vehicle described above.

If there is no such law, our limit of liability shall be \$5,000 on account of bodily injury sustained by one person in any one occurrence and subject to this provision respecting each person, \$10,000 on account of bodily injury sustained by two or more persons in any one occurrence. Our total liability for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed \$5,000.

The insurance afforded by the policy described above is subject to all terms of the policy and any endorsements attached to it. This endorsement does not increase the limits of the policy.

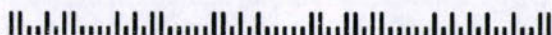
**Upon cancellation or termination of this policy or policies from any cause we will mail 15 days notice in writing to the other interest shown below.**

STATE OF CO AND CSU  
5625 UTE HWY  
LONGMONT CO 80503-9130

AUTHORIZED SIGNATURE



STATE OF CO AND CSU  
5625 UTE HWY  
LONGMONT CO 80503-9130



### COVERAGE DESIGNATIONS

COVERAGES -- Indicated by "COV" or the limit of Company's liability against each coverage. "NC" or "NOT COV" means "NOT COVERED." "MAX" means "Maximum Deductible."

BODILY INJURY	— Bodily Injury Liability	COMPREHENSIVE	— Comprehensive Car Damage
P.D.	— Property Damage Liability	COLLISION	— Collision - Upset
UNINSURED MOTORIST	— Benefits for Bodily Injury (including property damage coverage if policy issued in New Mexico) caused by Uninsured Motorists	NON-AUTO	— Comprehensive Personal Liability - Each occurrence. Medical Payments to Others - Each Person. Damage to Property of Others - See Policy for Limits per occurrence.
MEDICAL	— Medical Expense Insurance, Family Medical Expense, and Guest Medical Expense - See Policy Provision. If policy contains the E-550 No-Fault Endorsement or No-Fault Coverage D, Auto Medical Expense Coverage does not apply.	TOWING	— Towing & Road Service Coverage.
NO-FAULT	— See Endorsement E-550 (Illinois E-2250) or Coverage D if applicable.	OTHER	— One or more miscellaneous coverages added by endorsement to the policy.

### LOSS PAYABLE PROVISIONS

(Applicable only if lienholder is named, and no other Automobile loss payable endorsement is attached to the policy)

It is agreed that any payment for loss or damage to the vehicle described in this policy shall be made on the following basis:

- (1) At our option, loss or damage shall be paid as interest may appear to the policyholder and the lienholder shown in the Declarations, or by repair of the damaged vehicle.
- (2) Any act or neglect of the policyholder or a person acting on his behalf shall not void the coverage afforded to the lienholder.
- (3) Change in title or ownership of the vehicle, or error in its description shall not void coverage afforded to the lienholder.

The policy does not cover conversion, embezzlement or secretion of the vehicle by the policyholder or anyone acting in his behalf while in possession under a contract with the lienholder.

A payment may be made to the lienholder which we would not have been obligated to make except for these terms. In such event, we are entitled to all the rights of the lienholder to the extent of such payment. The lienholder shall do whatever is necessary to secure such rights. No subrogation shall impair the right of the lienholder to recover the full amount of its claim.

We reserve the right to cancel this policy at any time as provided by its terms. In case of cancellation or lapse we will notify the lienholder at the address shown in the Declarations. We will give the lienholder advance notice of not less than 10 days from the effective date of such cancellation or lapse as respects his interest. Mailing notice to the loss payee is sufficient to effect cancellation.

The following applies as respects any loss adjusted with the mortgagee interest only:

- (1) Any deductible applicable to Comprehensive Coverage shall not exceed \$250.
- (2) Any deductible applicable to Collision Coverage shall not exceed \$250.



# 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: Native Ecology, Inc. Prepared By: Bob Bundy Date Prepared: 1/4/08

Comments: 2nd invoice for RAM project

Resale to Cooperator:

CSFS Invoice #:

Description	Amount	Account	Subcode	Other
Payment for 2nd 10 acres of				
Fuelbreak Thinning on the Alaska				
Unit of the RAM project				
P324106	\$11,637.50	5-36695	4550	
	362.50	5-30935	4550	

\$12,000.00

Payment Authorization:

Robert A. Bundy

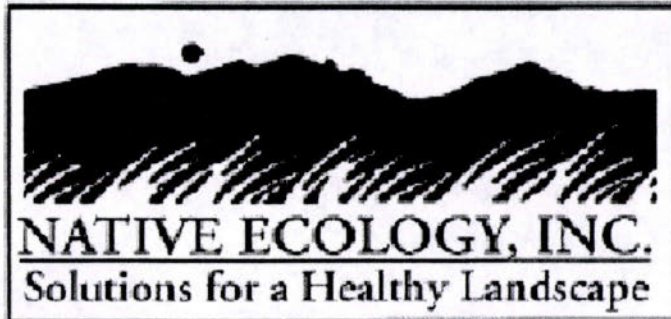
1/4/08

Account Manager or Designee Signature

Date



# Invoice



1/3/2008

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(fax)

Date	Description	Amount
1/3/2008	RAM - Alaska Unit - 2nd 10 acres PO - P324106	\$12,000.00
Total		\$12,000.00



51368.90



WHITE ACRE TREE SERVICE

P.O. Box 3101

NEDERLAND, CO 80466

303-720-1196

# CONTRACTORS INVOICE

WORK PERFORMED AT:

TO: COLORADO STATE FOREST  
BOB BUNDY

LICK SKILLET ROAD  
GOLD HILL  
BOULDER, CO

DATE  
FEBRUARY 12, 2009

YOUR WORK ORDER NO.  
LICKS 0212-09

OUR BID NO.  
N/A

## DESCRIPTION OF WORK PERFORMED

FELLING APPROXIMATELY 200 BEETLE KILL/ INFESTED  
TREES ON AND AROUND LICKSKILLET ROAD  
IN GOLD HILL

PROCESSING FELLED TREES/ PILING SLASH/ PILING LOGS

FLAGGING LOG PILE SUSPECTED OF BEING  
OR BEING INFESTED WITH MOUNTAIN PINE BEETLE  
OR IPS.

PLEASE MAKE CHECK PAYABLE TO: WHITE ACRE TREE SERVICE

THANK YOU!

WE APPRECIATE YOUR BUSINESS.

CLIF AND JANET WHITAKER

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of

TWO THOUSAND DOLLARS

Dollars (\$ 2,000. ).

This is a ☐ Partial ☒ Full invoice due and payable by: MARCH 12 2009

Month

Day

Year

in accordance with our ☒ Agreement ☐ Proposal

No. LICKS 0212-09 Dated

2  
Month

12  
Day

2009  
Year