

**MASTER CONTRACT FOR WILDFIRE MITIGATION AND FOREST
RESTORATION PROJECTS**

THIS MASTER CONTRACT (this “Contract”), dated for reference purposes only this 28th day of July 2022, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **COLORADO FORESTRY AND FIRE MITIGATION CORP.**, a Colorado corporation, (the “Contractor”).

RECITALS

- A. The County distributed a Request for Statement of Qualifications, Number 22-4886Z-OS for Wildfire Mitigation and Forest Restoration Projects, to be identified at later dates, as more fully described in the Request for Statement of Qualifications documents and all addenda and attachments, including all plans and specifications, collectively referred to as the “Request for Statement of Qualifications” or “SOQ.”
- B. The Contractor is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of the following:

- (a) This Contract;
- (b) Any written Order issued pursuant to this Contract;
- (c) The SOQ;
- (d) The Contractor’s Response to the SOQ;
- (e) Cost Per Acre Rate Sheet, attached hereto as Exhibit A; and
- (f) Insurance Requirements, attached hereto as Exhibit B,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the County’s scope of services and the Contractor’s scope of services, the County’s scope of services shall control.

2. **DESCRIPTIONS OF SERVICES.**

(a) **The Services.** The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Services"). The Contractor shall perform the Services in a professional manner to the satisfaction of the County. The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care") and in strict accordance with the provisions of the Contract Documents. The Contractor shall complete each task and service in strict accordance with the schedule established by the County Representative. The Contractor agrees that this Contract does not guarantee that any work, or any specific level of work, will be awarded to the Contractor. The Contractor understands that it may not be the only contractor providing these types of services to the County.

(b) **Orders.** An Order may consist of a written purchase order for Services, including work based upon a written proposal by the Contractor. A written Order shall contain a description of the Project, the Order Price, the period of performance for the Project, and the insurance requirements if different from the requirements specified on Exhibit C. Unless otherwise specified in a written Order, the Order Price shall be an amount calculated in accordance with the Contract Documents. All Orders are subject to the terms and conditions of this Contract. Additional or differing provisions proposed by the Contractor or included in any documentation submitted by the Contractor to the County are hereby objected to by the County and have no effect unless accepted in writing by the County Representative.

3. **AUTHORIZED REPRESENTATIVES.** The County and the Contractor shall designate their Authorized Representatives in the Order(s) issued pursuant to this Contract. The County may also designate a Project Manager for the County. The Contractor Representative shall have the authority to bind the Contractor with respect to the Services. The Contractor Representative shall also be responsible for advising the County of the status of the Services and for assuring frequent and effective communication with the County. In the event the County Representative is not satisfied with the management, supervision, or other performance of the Contractor Representative, the County Representative may require that the Contractor designate another individual to serve as the Contractor Representative. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the designated Contractor Representative unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute.

4. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

5. **TERM, PERIOD OF PERFORMANCE.**

(a) **Term.** The term of this Contract shall be one year, commencing on date of full execution of this Contract and terminating one year thereafter, unless earlier terminated in accordance with the terms of this Contract. The County shall have the option to renew this Contract for four (4) additional one-year terms by giving written notice of such renewal to the Contractor prior to the expiration of the then-current term.

(b) **Period of Performance.** The Contractor shall begin the Services on or before the fifth calendar day after receipt of the notice to proceed (the "Start Date") and shall complete the Services and fulfill all of its other obligations within the number of days set forth in the Order (the "Completion Date"), and pursuant to the requirements specified in the Scope of Services. All time limits are of the essence in this Contract. No Services on a Project shall be performed by the Contractor until a notice to proceed for that Project is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance.

6. **PRICE AND PAYMENT.** The County shall pay the Contractor the amount set forth in the Order that is issued for each specific Project (the "Order Price") in accordance with the Cost Per Acre Rate Sheet set forth in Exhibit A attached hereto and incorporated herein.

(a) **Invoices.** Unless a different payment schedule is specified in the Order, the Contractor shall prepare monthly invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The invoice shall be subject to review and approval by the County Representative. The County shall pay all amounts properly invoiced and documented within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any over-payment revealed by any subsequent audit or inspection. Unless previously approved by the County Representative, the Contractor shall not be entitled to reimbursement for meals, entertainment or other administrative or overhead (copies, telephone, supplies, etc.) costs.

(b) **Records.** The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Services, together with any invoices, time cards, or other supporting data reasonably requested.

(c) **Incorrect Payments.** Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **KNOWLEDGE OF THE SERVICES.** Before commencing Services on a Project, the Contractor will become fully informed regarding the Services and any materials or equipment required including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Services or of the provisions contained in this Contract and in the other Contract Documents.

8. **CHANGES IN THE SERVICES.** The County Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary or convenient to accomplish the purposes intended to be provided under this Contract or any Order issued hereunder. The County Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process change orders affecting the Order Price or quantity of services to be performed. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the Services, there shall be an equitable adjustment to the Order Price, or in the time for performance, or both. The Contractor shall not be obligated to proceed with the changed or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the Services have been agreed upon, and (2) a change order or Contract or Order amendment has been signed by Contractor and the County. The County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein.

9. **SECURITY AND ON-SITE PROCEDURES.** At the option of the County, all on-site personnel utilized by the Contractor ("Personnel"), including employees, subcontractors, or other agents, shall undergo background checks and will be issued Contractor badges and/or keys. When badges/keys are required, Personnel shall not be able to access the work site until he/she has been issued a key and/or the badge that he/she shall be required to display at all times while working on-site. The Contractor shall be responsible for ensuring that the badge issued to a specific individual is strictly and exclusively worn by that individual. Badges shall under no circumstances be shared. At the discretion of the County, random badge checks may be conducted. Personnel found without a badge or wearing a badge not issued to them shall immediately be removed from the job site. The Contractor shall be required to return to the County Representative all badges and keys issued to Personnel within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the County will charge the Contractor fifty dollars (\$50.00) per missing badge. If the Contractor is unable to return all issued keys on or before the Return Date, then the Contractor shall be responsible for the costs of re-keying all areas that may be accessed by the key or keys, including, but not limited to, replacing locks and obtaining copies of new keys for County Staff. The costs for missing badges and keys shall be deducted from any sum payable hereunder before final payment to the Contractor.

10. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

11. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of

termination, the Contractor shall incur no additional expenses and shall perform no further Services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS.** The Contractor shall not assign this Contract or employ any subcontractor without the prior written consent of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Contractor shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage of each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract. Subject to these limitations, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. **INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** In performing the Work, the Contractor acts as an independent contractor and is not acting as an agent, servant or employee of the County. **The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.**

15. **INDEMNIFICATION.** Except to the extent limited by C.R.S. 13-50.5-102, the Contractor agrees to and does indemnify, defend and hold the County and its officials, agents

and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses (including reasonable attorney's fees), relating to or arising out of: (1) any willful misconduct or negligent act or omission of the Contractor and its employees, agents or subcontractors in connection with the performance of the Services; (2) any breach of any covenant, representation or warranty made by the Contractor under this Contract; and (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; and (4) any workers' compensation claims brought by any officer, employee, subcontractor or agent of the Contractor relating to or arising out of such person's performance of the Services.

16. **ENVIRONMENTAL REPRESENTATIONS.**

(a) The term "Hazardous Materials" herein means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos, insecticides, herbicides, or any hazardous toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulation; provided, however, that the term Hazardous Materials shall not include any such substances, materials or wastes of the type and in quantities normally associated with residential uses.

(b) The Contractor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials claims or litigation, without providing prior written notice to the County.

17. Notwithstanding any provision of this Contract to the contrary, in the event of any emergency circumstance involving the sudden discharge or the immediate threat of a sudden discharge of any Hazardous Materials which threatens any irreparable harm to the environment or the health and safety of any individual (a "Hazardous Materials Incident"), the Contractor shall undertake such emergency response to such Hazardous Materials Incident. A Hazardous Materials Incident shall include, but not be limited to, those incidents of spilling, dumping or abandonment of a Hazardous Material, whether or not such spilling, dumping or abandonment is found to threaten immediate and irreparable harm. Further, in the event of any such Hazardous Materials Incident, the Contractor shall notify the County within one (1) hour by telephone and within forty-eight (48) hours in writing of the Hazardous Materials Incident and the emergency response undertaken by the Contractor

18. **INSURANCE.** The Contractor shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B attached hereto. The Contractor, prior to commencing the Services and during the term of this Contract, shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall

provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

19. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor to the County prior to commencement of the Services. Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance have been accepted by the County.

20. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, sexual orientation, religion, national origin or ancestry, disability or age. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by the Contractor. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment.

21. **NON-APPROPRIATION.**

(a) **Appropriation of Funds.** For the express purpose of complying with the County's financial obligations hereunder, the County will appropriate funds equal to or in excess of the Order Price. The County will not issue a change order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the County Representative.

(b) **Subsequent Fiscal Years.** The payment of County obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

22. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the Standard of Care as defined

herein; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

23. **NOTICES.**

(a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Contractor:

Colorado Forestry and Fire Mitigation Corp.

Attn: Danny Showers

PO Box 625

Indian Hills, CO 80454

Tele: 303-877-1890

E-Mail: Danny@COFiremitigation.com

The County:
Director of Open Space Division
700 Jefferson County Pkwy., #100
Golden, CO 80401
Tele: 303-271-5925
E-Mail: parks@jeffco.us

with a copy to:
Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

24. MISCELLANEOUS PROVISIONS.

(a) Compliance with Laws. The Contractor shall observe and comply with all applicable Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Notwithstanding anything to the contrary in the foregoing, if any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Contractor will immediately report such discrepancy or inconsistency to the County and will conform its work to any orders or instructions issued by the County.

(b) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it

any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(d) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor or to which the Contractor has access during the performance of the Services (the "County Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. The Contractor shall not disclose to any third party any County Document or Deliverable without the prior written approval of the County unless required under the Colorado Public Records Act or other law.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(g) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(h) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit

from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(i) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(j) No Third-Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(k) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(l) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

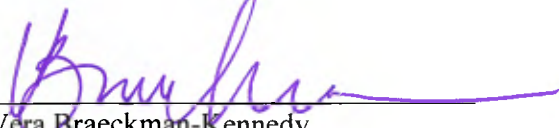
(m) Severability. If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.

(n) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(o) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

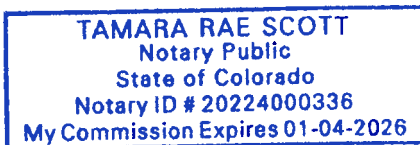
COUNTY OF JEFFERSON
STATE OF COLORADO

By: 
Vera Braeckman-Kennedy
Purchasing Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this 22 day of September 2022
by Vera Braeckman-Kennedy as Purchasing Manager for the County of Jefferson, State of
Colorado.

[SEAL]




Notary's official signature

1-4-28
Commission expiration date

APPROVED AS TO FORM:

Kurtis D. Behn Digitally signed by Kurtis D. Behn
Date: 2022.09.21 09:25:47
-06'00'

Kurtis D. Behn
Assistant Deputy County Attorney

(Signatures continue on next page)

CONTRACTOR:

COLORADO FORESTRY AND FIRE
MITIGATION CORP., a Colorado corporation

By


Daniel Showers, President

STATE OF COLORADO
COUNTY OF Jefferson

The foregoing Contract was acknowledged before me this 7th day of September, 2022
by Daniel Showers as President of Colorado Forestry and Fire Mitigation Corp.

[SEAL]

DEISLAVA STOYANOVA ANCHEVA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184037330
MY COMMISSION EXPIRES 09/19/2022

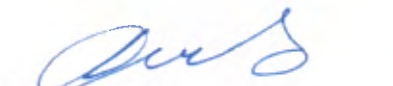

Notary's official signature
9/19/2022
Commission expiration date

EXHIBIT A

COST PER ACRE RATE SHEET

(see attached)



Project Number: **22-4886Z-OS**

Project Title: SOW – **Wildfire Mitigation**

Exhibit A

Dear JCOS,

Please find our responses for the cost per acre range as requested in the SOQ. When considering these ranges CFFM considers the distance to the project, density of forest, treatment method, ingress and egress, slopes, fuel prices, insurance rates, etc.

- i) Ponderosa Pine
 - a. \$1200/acre - \$7500/acre
- ii) Lodgepole Pine
 - a. \$900/acre - \$6000/acre
- iii) Mixed Conifer
 - a. \$900/acre - \$7500/acre

Danny Showers
www.COFireMitigation.com
Danny@COFireMitigation.com
303-877-1890

EXHIBIT B

INSURANCE REQUIREMENTS

(see attached)

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County's certificate compliance system. You will be receiving a registration e-mail from <u>certificatecompliance@imacorp.com</u>.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and excess liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability 	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Excess/Umbrella Liability	\$2M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required

	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required



Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,

A handwritten signature in blue ink, appearing to read "Michael Dobbs", is written over a horizontal line.

Michael Dobbs
Director, Safety and Compliance

CONTRACT FOR WILDFIRE MITIGATION SERVICES

THIS CONTRACT FOR WILDFIRE MITIGATION SERVICES (this "Contract"), dated for reference purposes only this 13th day of August, 2024, is made and entered into by and between the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate (the "County") and DOVE CREEK FORESTRY, INC., a Colorado corporation (the "Contractor").

RECITALS

A. The County distributed an invitation to bid, #24-11569KP-OS, dated June 14, 2024, for wildfire mitigation services to treat up to 104.5 acres of Elk Meadow Park to restore historical stand structure and reduce risk of severe wildfire described in the bid package. The bid package and all addenda and attachments, including all plans and specifications shall be collectively referred to as the "Bid;" and

B. The Contractor submitted the Bid determined to be the most advantageous to the County, considering price and other factors.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The "Contract Documents" shall consist of the following:

- (a) This Contract;
- (b) The Statement of Work, attached as Exhibit A;
- (c) The Contractor's Proposal, attached as Exhibit B;
- (d) Insurance Requirements, attached as Exhibit C; and
- (e) Federal Grant Agreement, attached as Exhibit D,

all of which are incorporated herein by this reference whether or not attached hereto. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.

2. **DESCRIPTION OF SERVICES.** The Contractor shall provide complete and timely performance of everything described in or reasonably implied from the Contract Documents (the "Services"). The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services in accordance with the professional standards of the industry and in strict accordance with the provisions of the Contract Documents. No adjustment or modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents.

3. **KNOWLEDGE OF THE SERVICES.** The Contractor is fully informed regarding the Services to be provided pursuant to this Contract and any materials or equipment required. No adjustment or modification shall be allowed for misunderstanding of the Services or of the provisions contained in this Contract.

4. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

5. **TERM, PERIOD OF PERFORMANCE.**

(a) **Term.** The term of this Contract shall be one year, commencing on date of full execution of this Contract and terminating one year thereafter, unless earlier terminated in accordance with the terms of this Contract. The County shall have the option to renew this Contract for four (4) additional one-year terms by giving written notice of such renewal to the Contractor prior to the expiration of the then-current term.

(b) **Period of Performance.** The Contractor shall begin performance of the Services on July 8, 2024 (the "Start Date") and shall complete the Services and fulfill all of its other obligations by December 12, 2024 (the "Completion Date"), and pursuant to the requirements specified in the Scope of Services. All time limits are of the essence in this Contract. No Services shall be performed by the Contractor until a notice to proceed is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance.

6. **PRICE AND PAYMENT.**

(a) In consideration of the satisfactory performance of the Services, the County shall pay the Contractor the not-to-exceed sum of Two Hundred Ninety-Six Thousand Two Hundred Sixty-Eight Dollars and No Cents (\$296,268.00) (the "Contract Price") in accordance with the rates set forth in the Contractor's Proposal attached hereto. Upon completion of each Management Unit, the Contractor shall request an inspection by the Project Manager. If the Project Manager determines the Services attributable to the Management Unit have been satisfactorily completed, the Contractor shall submit an invoice for such Services.

(b) Payment shall be made in accordance with the rates set forth in the Cost Proposal attachment up to, but not in excess of, the not-to-exceed amount. The County shall pay the Contractor within thirty (30) calendar days of satisfactory completion and approval of the Services and receipt of an acceptable invoice as described below. Except as expressly provided in the Contract Documents, the Contractor shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs.

(c) Unless a different payment schedule is specified in the Contract Documents, if the time period for performance of the Services exceeds thirty (30) calendar days, the Contractor may submit invoices no more frequently than on a monthly basis that itemize the Services completed since the last invoice in accordance with the Cost Proposal attachment. The Contractor shall prepare the invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The County shall pay each invoice within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein.

(d) Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **CHANGES IN SERVICES.** The County Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary to accomplish the purposes intended to be provided under this Contract. The County Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process change orders affecting the Contract Price or quantity of services to be performed.

This Contract contains the entire agreement of the parties and may not be modified or amended except an agreement in writing signed by the parties. The Contractor shall not commence any changed or increased Services prior to receipt of the required duly executed change order or contract amendment. The County shall have no duty or obligation to compensate or reimburse the Contractor for any additional Services not specifically authorized as provided herein.

8. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

9. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Services for the County under this Contract after the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

10. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the

cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

11. **AUTHORIZED REPRESENTATIVES.** The County designates Tony Auciello, Natural Resources Senior Specialist as the "County Representative" and as "Project Manager" under this Contract. Except as otherwise provided herein, the Contractor's day-to-day communications concerning progress of the Services shall be made to the Project Manager. The Contractor designates Brian D. Curry as the "Contractor Representative". The Contractor Representative shall have the authority to bind the Contractor with respect to the Services and shall be present at the work site as necessary to assure the Contractor's satisfactory performance. The Contractor Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The County must approve a substitute Contractor Representative, and, if no substitute is acceptable, the County may terminate this Contract.

12. **NON-ASSIGNMENT, SUBCONTRACTORS.** The Contractor shall not assign this Contract or employ any subcontractor without the prior written consent of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Contractor shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage of each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract. Subject to these limitations, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

13. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE.** The Contractor is an independent contractor and is not an agent, servant or employee of the County. The Contractor and its employees are not entitled to workers' compensation benefits through the County. The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an

entity other than the County. The Contractor hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

14. **INDEMNIFICATION.** The Contractor shall indemnify, defend and hold the County and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (1) any act or omission of the Contractor, its officers, employees, sub-Contractors, or agents in connection with the performance of the Services; (2) any breach of a covenant, representation or warranty made by the Contractor under this Contract; (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; and (4) any workers' compensation claims brought by any officer, employee, subcontractor or agent of the Contractor relating to or arising out of such person's performance of the Services.

15. **ENVIRONMENTAL REPRESENTATIONS.**

(a) The term "Hazardous Materials" herein means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos, insecticides, herbicides, or any hazardous toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulation; provided, however, that the term Hazardous Materials shall not include any such substances, materials or wastes of the type and in quantities normally associated with residential uses.

(b) The Contractor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials claims or litigation, without providing prior written notice to the County.

(c) Notwithstanding any provision of this Contract to the contrary, in the event of any emergency circumstance involving the sudden discharge or the immediate threat of a sudden discharge of any Hazardous Materials which threatens any irreparable harm to the environment or the health and safety of any individual (a "Hazardous Materials Incident"), the Contractor shall undertake such emergency response to such Hazardous Materials Incident. A Hazardous Materials Incident shall include, but not be limited to, those incidents of spilling, dumping or abandonment of a Hazardous Material, whether or not such spilling, dumping or abandonment is found to threaten immediate and irreparable harm. Further, in the event of any such Hazardous Materials Incident, the Contractor shall notify the County within one (1) hour by telephone and within forty-eight (48) hours in writing of the Hazardous Materials Incident and the emergency response undertaken by the Contractor.

16. **INSURANCE.** The Contractor shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in the Insurance Requirements,

attached hereto. The Contractor, prior to commencing the Services and during the term of this Contract, shall provide the County written evidence of insurance coverage within three (3) business days of a request from the County. The Contractor shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

17. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor to the County prior to commencement of the Services. Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a Notice to Proceed until all required certificates of insurance have been accepted by the County. Certificates of insurance shall name Jefferson County as an additional insured as its interest may appear.

18. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state or local law.

19. **NON-APPROPRIATION.** The payment of County obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

20. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

21. **NOTICES.**

(a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Contractor:

Dove Creek Forestry, Inc.
Attn: Brian D. Curry, President
98 Stagecoach Trail
Elizabeth, CO 80107
Tele: 303-918-2908
E-Mail: dovecreekforestry@gmail.com

The County:

Director of Open Space Division
700 Jefferson County Pkwy., #100
Golden, CO 80401
Tele: 303-271-5925
E-Mail: parks@jeffco.us

with a copy to:

Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

22. MISCELLANEOUS PROVISIONS.

(a) Compliance with Grant Obligations. The Consultant acknowledges that the Contract is funded using the Federal Financial Assistance Award of Domestic Grant funds from the USDA Forest Service attached hereto as Exhibit D and agrees to comply with all applicable requirements of this grant. Consultant further acknowledges that it is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400.

(b) Compliance with Laws. The Contractor shall observe and comply with all applicable Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Notwithstanding anything to the contrary in the foregoing, if any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Contractor will immediately report such discrepancy or inconsistency to the County and will conform its work to any orders or instructions issued by the County.

(c) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(d) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(e) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor or to which the Contractor has access during the performance of the Services (the "County Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by

the Completion Date or the earlier termination of this Contract. The Contractor shall not disclose to any third party any County Document or Deliverable without the prior written approval of the County unless required under the Colorado Public Records Act or other law.

(f) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(g) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(h) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(i) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(j) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(k) No Third-Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(l) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(m) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

(n) Severability. If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.

(o) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.


(p) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Wildfire Mitigation Services to be executed.



COUNTY OF JEFFERSON
STATE OF COLORADO

By: 
Vera Braeckman-Kennedy
Acting Purchasing Operations Manager

STATE OF COLORADO
COUNTY OF JEFFERSON *CARIFER*

The foregoing Contract was acknowledged before me this 9th day of September, 2024, by Vera Braeckman-Kennedy as Acting Purchasing Operations Manager for the County of Jefferson, State of Colorado.


Notary's official signature

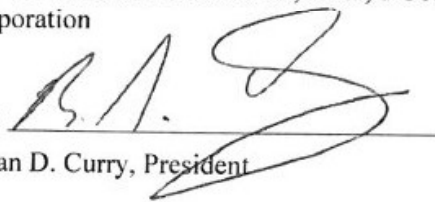
APPROVED AS TO FORM:


Anthony Chambers
Assistant County Attorney

CONTRACTOR:

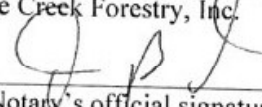
DOVE CREEK FORESTRY, INC., a Colorado corporation

By:


Brian D. Curry, President

STATE OF COLORADO
COUNTY OF Douglas

The foregoing Contract was acknowledged before me this 28th day of August, 2024,
by Brian D. Curry as President of Dove Creek Forestry, Inc.


Notary's official signature

URBARA B. CHALISE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214038163
MY COMMISSION EXPIRES SEP 27, 2025

EXHIBIT A
STATEMENT OF WORK



98 Stagecoach Trail
Elizabeth, Colorado 80107
P. 303.918.2908
dovecreekforestry@gmail.com

WILDFIRE RISK REDUCTION AT ELK MEADOW PARK PROJECT PROJECT # 24-11569KP-OS JEFFERSON COUNTY

STATEMENT OF WORK

Dove Creek Forestry will work closely with the Project Administrators and follow the Scope of Work provided by Jefferson County Open Space (JCOS). Specific forest management and fuels mitigation treatments will be performed as outlined in the Scope of Work. Treatment will include reducing tree density to restore historical stand structure and to decrease the risk of severe wildfire behavior.

The project will primarily be completed using a combination of mechanical harvesting and mastication. Handwork will be performed as necessary along roads where targeted trees may not be accessible for equipment. Trees targeted for removal will be determined based on flagging and the prescription provided by JCOS. Avenza maps will be used to delineate unit boundaries along with maps provided by JCOS and boundary flagging.

HARVESTING – ALL UNITS

- Trees targeted for removal that are greater than 6” DBH will be mechanically processed in the woods.

FORWARDING/SKIDDING AND DECKING LOGS – ALL UNITS

- Processed logs will be forwarded/skidded to designated landings and sorted into firewood logs and sawlogs in preparation for removal.
- Landings will be discussed with the Project Administrator and determined prior to work commencing.

MASTICATING – ALL UNITS

- Trees targeted for removal that are less than 6” DBH will be masticated.
- Slash resulting from processed trees will be masticated.
- Masticated material will be well distributed across the treatment area by making multiple passes over the material.
- Average depth of masticated material will be between 2 – 4 inches and will not exceed a depth of 6 inches.
- Masticated material will be thoroughly processed so that the maximum chunk size does not exceed 1 foot in length and 5 inches in diameter.
- Stumps will be masticated flush with the ground unless slope and/or rock prevent doing so. Where mastication is not feasible, stumps will be cut as low as possible and will not exceed 6 inches in height on the uphill side.

HANDWORK – UNIT D

- Handwork will be performed as necessary along roads where mechanical processing and mastication may not be practical.
- Material cut by hand along the road will be grappled into the unit to be processed or masticated depending on size.

WOOD REMOVAL

- Wood will be hauled off site by log trucks for use as firewood and sawlogs.



98 Stagecoach Trail
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dovecreekforestry@gmail.com

LIST OF EQUIPMENT

Barko 930 forestry mulcher
Barko 885 forestry mulcher
FAE masticating heads (2)
Timber King 722 steel tracked harvester with Ponsse H8 processing head
Ponsse Buffalo forwarder
John Deere 540-B skidder
John Deere 648-G skidder
Kubota SVL-97 rubber track skid steers (2)
Loftness masticating heads (2)
Fecon masticating head
Harsco 6x6
2015 Kenworth self-loading log truck
Skid steer grapple
Skid steer tree shear
Skid steer bucket
HD Chainsaws
Fire extinguishers
Mire enclosed job site storage trailer

All equipment will be cleaned prior to arriving on site to prevent the spread of noxious weeds.

OPERATION START AND END DATES

OPERATIONS BEGIN: Week of September 16, 2024

PROJECTED DATE FOR UNIT A & UNIT B TO BE COMPLETED: November 18, 2024

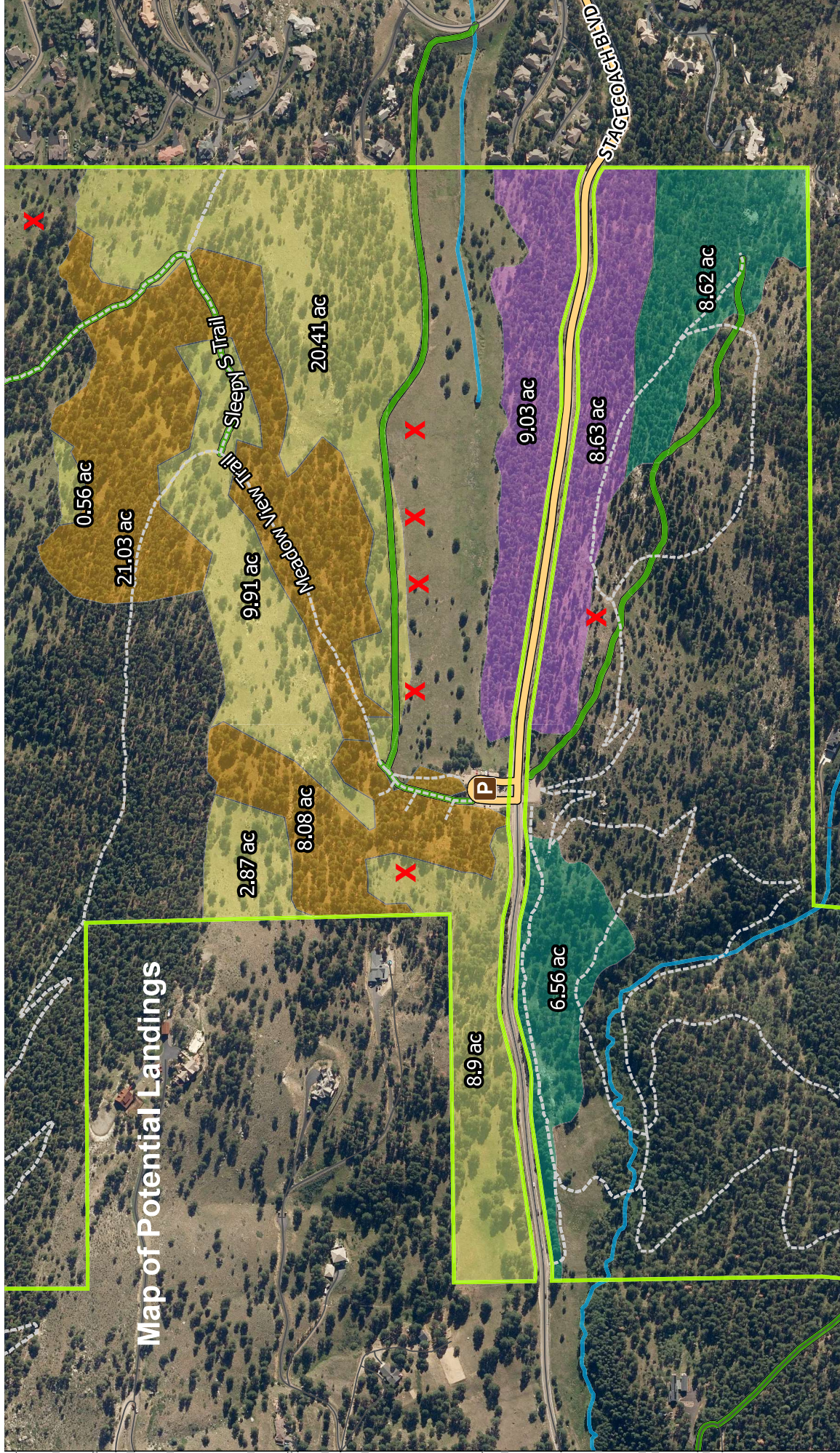
PROJECTED DATE FOR UNIT D TO BE COMPLETED: November 25, 2024

PROJECTED DATE FOR UNIT C TO BE COMPLETED: November 2, 2024

ALL LOGS REMOVED AND SITE REHAB COMPLETED: No later than December 12, 2024

ELK MEADOW PARK

Unit Boundaries





98 Stagecoach Trail
Elizabeth, Colorado 80107
P. 303.918.2908
dovecreekforestry@gmail.com

EXCEPTIONS

PROPOSAL INFORMATION – ITEM 11

UNIT C – 6.56 ACRE SECTION: Dove Creek Forestry chooses to exclude this section due to the exclusion points, proximity to the road and power lines, and inability to access the area with equipment. Dove Creek Forestry will provide a bid for the remaining 8.62 acres of Unit C.

EXHIBIT B
CONTRACTOR'S PROPOSAL



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dovecreekforestry@gmail.com

DOVE CREEK FORESTRY, INC.

Proposal
Wildfire Risk Reduction at Elk Meadow Park
Jefferson County
Project # 24-11569KP-OS

July 3, 2024



98 Stagecoach Trail
Elizabeth, Colorado 80107
P. 303.918.2908
dovecreekforestry@gmail.com

July 3, 2024

ATTN: Kris Powell, CPPB
Purchasing Agent
Jefferson County
100 Jefferson County Parkway
Golden, CO 80419

RE: Project # 24-11569KP-OS Wildfire Risk Reduction at Elk Meadow Park

Dear Kris Powell,

I am pleased to submit a proposal in response to the RFP for Wildfire Risk Reduction at Elk Meadow Park. Dove Creek Forestry is a reputable contractor in the forestry industry with the necessary qualifications and capabilities to successfully complete this important project.

We fully understand the objectives of the project and have the experience, equipment and crew to fulfill the requirements. We are committed to accomplishing the project efficiently without compromising the quality of our work. Furthermore, we recognize the significance of the project site and the importance of delivering an exceptional finished project within the requested time frame.

Enclosed is our proposal that outlines a plan to implement the project along with the supporting information as requested in the RFP.

Thank you for considering our proposal for the Wildfire Risk Reduction at Elk Meadow Park. We look forward to the opportunity to collaborate with Jefferson County on this project and contribute to the achievement of Jefferson County's goals. Should you have any questions or require additional information, please do not hesitate to contact me at (303) 918-2908 or dovecreekforestry@gmail.com.

Sincerely,

Brian D. Curry
President
Dove Creek Forestry, Inc.



98 Stagecoach Trail
Elizabeth, Colorado 80107
P. 303.918.2908
dovecreekforestry@gmail.com

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Appendix A – Statement of Work

Appendix B – Map of Proposed Landings

Appendix C – Exceptions

Attachments:

Proposal Submittal Section

Resumes

Explanation Of Why Firm Is Best Suited To Provide The Requested Services



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EXECUTIVE SUMMARY

Dove Creek Forestry, Inc. (DCF) is a leading forestry company implementing fuel reduction and forest stand improvement projects along the front range. Our skilled crew has completed forestry projects alongside the Colorado State Forest Service, Jefferson Conservation District, Douglas County, NRCS, Colorado Parks and Wildlife, developers, homeowner associations, and private residences throughout the state of Colorado. Our expertise in fire mitigation and forest stand improvement enables us to deliver exceptional results consistently.

Past projects in Douglas County have been used to model ideal treatment results for forest management, fuels reduction and fire mitigation. In 2021, DCF received a nomination for *Logger of the Year*. In addition, the company was mentioned in the *2021 Report on the Health of Colorado's Forests* for implementing the Greater Larkspur Fuels Mitigation Project. Experience gained through past forestry projects combined with an exceptional crew has allowed DCF to achieve refined and unsurpassed results.

Firm's History

The company started in 2002 as Dove Creek Enterprises, Inc. initially provided services in excavation and transitioned to forestry in 2008 to meet the demand for mechanized forestry operations on the front range. In 2016, the company was purchased by the current owners, US Navy veteran Brian Curry and Cassandra Kindel, who continued the company under the name Dove Creek Forestry, Inc. Although the company has evolved to accommodate larger and more difficult projects, professionalism, reliability, and determination have remained driving principles.

Past Performance

- **Greater Larkspur Project Phase I, II, III:** Executed fuels reduction and forest stand improvement project totaling 771.5 acres. Subcontracted R&R Conner Helicopters for aerial logging operations on Phase III. Removed approximately 9.5 million pounds of merchantable timber.

Past Customers

- Colorado State Forest Service
- Jefferson Conservation District
- Douglas County Department of Open Space and Natural Resources
- Natural Resources Conservation Service
- Colorado Parks and Wildlife
- Phelps Engineering
- Adamo Homes
- Waner Construction
- Wagner Construction
- Keene Ranch Homeowners Association
- Indian Creek Homeowners Association
- Perry Park Metropolitan District
- Private landowners

Memberships

- American Loggers Council
- Colorado Timber Industry Association



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Project Overview

DCF is well positioned to support the Jefferson County Open Space (JCOS) Natural Resources Team for the prescribed treatment within Elk Meadow Park, located approximately 3.5 miles northwest of Evergreen, CO. DCF was awarded the contract for Phase II of the Elk Meadow Park Forest Management Project and will be performing operations within the park beginning July 8, 2024. This advantage provides familiarity with the site, agility to respond to the project's needs, and decreased mobilization costs.

Jefferson County Goals

- Restore historical stand structure
- Reduce risk of severe wildfire

Jefferson County Objectives

- Enhance Ponderosa pine stands.
- Remove all wood products not chipped, masticated, or otherwise left on site.
- Conduct site rehabilitation, including seeding with native species, smoothing ruts, and rehabilitating access roads.

DCF has the capabilities to meet the objectives and goal through our experience working with foresters, wildfire mitigation specialists, and property owners to achieve forest treatment goals that improve the overall health of the forest and reduce the risk of wildfire. Performing the prescribed treatments allow residual trees to grow stronger with a greater capacity to withstand stress and decreases susceptibility to severe wildfire behavior, disease and beetle infestation. Valuable components we apply in creating and maintaining a healthy forest include:

- Forming appropriate tree spacing
- Removing compromised trees susceptible to disease and beetle infestation
- Clearing dense understory
- Retaining species diversity as directed

DCF will ensure all Jefferson County's Objectives are met by executing on:

1. Ponderosa Pine Enhancement: Improving the stand structure to promote healthy growth by applying harvesting and mastication methods to target selected trees for removal
2. Wood Product Removal: Ensuring all non-masticated wood products are removed from the site by sorting and decking logs at landing and hauling logs off site
3. Site Rehabilitation: Seeding disturbed areas with native grass seed and rehabilitating roads and landings

Prescription Requirements

DCF has the abilities and resources to complete the project by providing the necessary equipment and experience. DCF fully understands the Scope of Work provided by the Project Administrators and will follow the prescription as per the Scope of Work. Prescription requirements will be met by:

- Harvesting selected trees greater than 6" DBH by processing in the woods, then skidding/forwarding logs to landings. At the landings logs will be sorted and deck in preparation for removal.
- Masticating slash and trees less than 6" DBH. Smaller diameter trees targeted for removal that are not harvested for utilization will be masticated. Slash resulting from harvesting operations will be masticated.
- Hauling harvested trees greater than 6" DBH off site for utilization.



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Crew

The project will be led by Brian Curry, president of DCF with a crew of 5 experienced equipment operators/sawyers. DCF has 1 full time employee and 2 part time employees qualified to haul logs. Additional personnel and log haulers will be added as needed.

Schedule

DCF will start operations near completion of Elk Meadow Park Forest Management Project Phase II and conclude by December 12, 2024.

DCF Deliverables & Standards provided

- **Sub-Contractors:** No sub-contractors will be used
- **Pre-Project Planning:** Finalize a written Plan of Operations, including projected dates, equipment, and personnel.
- **Traffic Control:** Perform traffic control functions to keep the public and workers safe while work is in progress. Manage traffic control in compliance with the Manual of Uniform Traffic Control Devices as necessary.
- **Site Access and Staging:** Coordinate access and staging areas with the Project Manager.
- **Operational Period:** limit work hours to 7:00 a.m. to dusk, with additional coordination for work outside these hours.
- **Fire Prevention:** Suspend operations during red flag warnings, maintain fire extinguishers in all equipment, have fire tools available.
- **Environmental Protection:** Follow CSFS best management practices and take all reasonable precautions to prevent pollution by the project's operations as outlined in the Scope of Work.
- **Treatment Prescriptions:** Apply harvesting and mastication methods to target selected trees for removal, forward/skid harvested logs to landings, sort and deck logs, and haul logs off site.

Conclusion

Dove Creek Forestry, Inc. is committed to delivering high-quality forestry services while completing the project in a timely manner. Currently implementing a separate forestry project on Elk Meadow Park provides equipment that is already on site and the ability to quickly address the project's needs. Our skilled team and proven methodologies make us the ideal contractor for the Wildfire Risk Reduction at Elk Meadow Park project.



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SIMILAR PROJECT HISTORY

GREATER LARKSPUR PROJECT – PHASE I, PHASE II, & PHASE III, LARKSPUR, CO COLORADO STATE FOREST SERVICE

November 2020 – April 2024

Phase I

Acres: 269.5

Original Contract Value: \$635,115.00

Amount upon Completion: \$635,115.00

Phase II

Acres: 248.5

Original Contract Value: \$484,550.00

Amount upon Completion: \$484,550.00

Phase III

Acres: 253.5

Original Contract Value: \$1,456,868.00

Amount upon Completion: \$1,681,926.00

Additional acres were added and paid for by the County, an SFA grant, and the property owner

Project was performed for fuels reduction and forest health across 3 separate project areas (Sandstone Ranch, Haystack Ranch, and Perry Park Metropolitan District) in Douglas County. A majority of the project comprised sanitation thinning in a Tussock Moth affected area. Other areas of the project included fire mitigation and hazard tree removal surrounding a historic structure and creating a 27-acre shaded fuel break. Work involved a combination of mastication, harvesting, lop and scatter, and helicopter logging. Approximately 4 million pounds of timber was harvested from Phase I and Phase II for firewood and sawlogs. An additional 5.5 million pounds of timber was harvested from Phase III. Merchantable timber from Phase III was utilized for firewood and sawlogs while unmerchantable timber was chipped and aerial mulched back into the units.

Reference:

Spencer Weston, Project Administrator, Forester, CSFS – Franktown Field Office,
(303) 660-9625 Office, (303) 489-3126 Cell, Spencer.Weston@colostate.edu

CHEROKEE STATE WILDLIFE AREA FOREST RESTORATION PROJECTS, LIVERMORE, CO COLORADO PARKS AND WILDLIFE

May 2022 – June 2022

Acres: 109

Original Contract Value: \$80,000.00

Amount upon Completion: \$80,000.00

Project targeted the mastication of whole trees to enhance the forest structure for elk habitat and to reduce heavy fuels present due to dead and downed/jackstrawed trees. Remoteness of project location added additional logistical challenges related to accessibility.

Reference:

Seth Schwolert, Wildlife Technician IV, Colorado Parks & Wildlife – Project
Administrator, 317 W. Prospect Rd., Fort Collins, CO 80526, (970) 493-5919,
seth.schwolert@state.co.us



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**MOONRIDGE & RAMPART FUELS MITIGATION PROJECT, SEDALIA, CO
COLORADO STATE FOREST SERVICE**

July 2020 – November 2020 and October 2021 – November 2021

Acres: 232.5

Original Contract Value: \$309,009.00

Amount upon Completion: \$442,009.00

Contract was amended to include additional acres

Project focused on fuels reduction and forest health on 2 privately owned parcels of land in the Wildland Urban Interface and near the historic Hayman Fire. Requirements of the project included increasing crown spacing, reducing ladder fuels, and sanitation thinning in a Tussock Moth affected area. Work was completed through a combination of mastication and harvesting. Due to lack of log truck access, harvested timber was decked on site to be used by the landowners.

Reference: Meg Halford, Project Coordinator, Boulder County Community Planning and Permitting, Wildfire Mitigation Program, 2045 13th Street, Boulder, CO 80302, (720) 564-2843, mhalford@bouldercounty.org, Former Supervising Forester, CSFS – Franktown Field Office (2021)



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PERSONNEL QUALIFICATIONS

Brian Curry

President and Shareholder of Dove Creek Forestry, Inc.
Director of Operations

Brian oversees onsite operations, manages the crew and overall progress. He is a U.S. Navy veteran who has over 25 years of experience in leadership, managing crews, operating heavy equipment, machinery, and overseeing large projects to completion. Brian's extensive management skills come from prior experience executing multimillion dollar projects while overseeing 30 senior staff members and multiple subcontractors. Brian was introduced to the forestry industry in 2015 while assisting an acquaintance who owned Dove Creek Enterprises. A short time later, Brian purchased the company with Cassandra Kindel and together they evolved the company into what it is today.

Cassandra Kindel

Treasurer and Shareholder of Dove Creek Forestry, Inc.
Administration

Since purchasing the company in 2016, Cassandra has managed the administrative duties including bidding, estimating, and bookkeeping. She is an intermediary for the company through communicating with project administrators, customers, and vendors. In addition, she assists with logistics and managing employees.

Carlos Fregoso

Lead Equipment Operator
Head of Mastication Operations

Carlos started with Dove Creek Enterprises in 2003 as a hand sawyer before progressing to an equipment operator. By the time Carlos was brought into Dove Creek Forestry, he had already held over a decade of experience operating skid steers and masticators. Familiarity with forestry projects through his time as an operator has given him a keen eye for prescription requirements. As a long-standing crew member, the company's systematic approach to projects and expectations come naturally to him.

David Carey

Lead Equipment Operator
Head of Harvesting Operations

David is a knowledgeable logger with 16 years of experience operating heavy equipment on logging jobs in Colorado and Washington. David can skillfully operate multiple pieces of equipment on the jobsite and perform repairs. Prior work experience has given him an understanding of project requirements as well as jobsite logistics. David holds a class A CDL and regularly hauls logs for Dove Creek Forestry.



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Brian Carey

Equipment Operator, Mastication

In March of 2022, Brian joined Dove Creek Forestry with 5 years of prior logging experience where he acquired skills in tree felling, operating skid steers and skidders. Since then, Brian has gained significant experience in mastication as an operator for Dove Creek Forestry. In addition, Brian is a proficient mechanic who assists with repairs and machine maintenance.

Levi Sorensen

Equipment Operator, Forwarding/Skidding

Levi has worked in the logging industry since 2015. Prior to joining Dove Creek Forestry, Levi worked with a logging outfit in Granby as a feller and skidder operator. Levi is skilled in multiple roles on the job site including, forwarding, skidding, masticating, and felling.

Additional Log Truck Drivers

Alex Diaz – Log Truck Driver, part-time

Alex has held his class A CDL for 5 years. He currently drives for US Foods where he is provided training in driving in different regions and settings throughout the state. He previously worked with Dove Creek Enterprises as a sawyer and returned in 2023 to haul logs part-time for Dove Creek Forestry.

Stetson Devette – Log Truck Driver, part-time

Stetson has held a class A CDL for 11 years. His experience in the logging industry stems from hauling logs and equipment in Oregon and through his profession as a heavy equipment mechanic for Cat/Wagner and Ponsse North America.

ROLES AND RESPONSIBILITY MATRIX

	Administration (Treasurer, Shareholder)	Director of Operations (President, Shareholder)	Head of Harvesting Operations	Head of Mastication Operations	Other Equipment Operators Forwarding and Skidding	Other Equipment Operators Mastication	Log Haulers	Timing (Hours)
Invoicing and other administrative duties relating to the project	R, A	C, A						275
Mastication	A, I	A, R	I	R, C	I	R		440
Harvesting	A, I	A, R	R, C	I	R	I		400
Forwarding, Skidding, Decking	A, I	A, R	C	I	R	I		400
Hauling logs	A, C	A, C	R, C	I	I	I	R	282

R – Responsible A – Accountable C – Consulted I – Informed



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PROPOSED PROJECT SCHEDULE

Operation start date: September 16, 2024

Operation end date: December 12, 2024

UNIT A & UNIT B

September 16	Harvesting, forwarding/skidding, decking, and mastication operations begin
November 1	Harvesting, forwarding/skidding, and decking operations completed
November 18	Mastication operations completed

UNIT D – NORTH OF STAGECOACH BOULEVARD

November 4	Harvesting, forwarding/skidding, decking, and mastication operations begin
November 11	Harvesting, forwarding/skidding, and decking operations completed
November 15	Mastication operations completed

UNIT D – SOUTH OF STAGECOACH BOULEVARD

November 11	Harvesting, forwarding/skidding, decking, and mastication operations begin
November 18	Harvesting, forwarding/skidding, decking operations completed
November 25	Mastication operations completed

UNIT C

November 18	Harvesting, forwarding/skidding, decking, and mastication operations begin
November 25	Harvesting, forwarding/skidding, and decking operations completed
December 2	Mastication operations completed

December 12	All operations completed, all wood removed, site rehabilitation completed
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PROJECT APPROACH

Dove Creek Forestry will collaborate with the Project Administrators to carry out operations that restore the historical stand structure and reduce the risk of wildfire at Elk Meadow Park. A combination of mastication and harvesting will be implemented to meet targeted basal areas. Timber harvested from the project will be hauled off site for immediate and future utilization by distributing the logs to sawmills, firewood dealers, and log yards.

As the contractor who was awarded the recent Elk Meadow Park Forest Management Project (Phase II), Dove Creek Forestry will be adjacent to the new treatment area. Near completion of Phase II, operations can seamlessly move into Unit A & Unit B without delay.

PROJECT IMPLEMENTATION

The project area will be divided into increments of approximately 10 acres. Each increment will be completed as follows:

1. Masticate smaller diameter trees to begin reducing density
2. Harvest and process larger diameter trees targeted for removal
3. Forward/skid logs to landings, sort and deck logs
4. Masticate slash and stumps resulting from harvesting and processing

Near completion of each increment, Dove Creek Forestry will request a walk through with the Project Administrator to address any remaining tasks that need to be completed prior to closing out the increment.

PROGRESSION THROUGH THE UNITS

Treatment prescriptions, safety concerns, and implementation plan for the unit will be reviewed among Dove Creek Forestry crew prior to work beginning in each unit. The units will be completed in the following order:

1. Unit A & Unit B will be worked on simultaneously
2. Unit D – North of Stagecoach Boulevard
3. Unit D – South of Stagecoach Boulevard
4. Unit C

CREW

The project will be led by Brian Curry, owner of Dove Creek Forestry, with a crew of 5 experienced equipment operators and sawyers. Dove Creek Forestry has 1 full time employee and 2 part time employees qualified to haul logs using Dove Creek Forestry's log truck. Additional personnel will be added as needed.

ROAD IMPROVEMENTS

Ground protection mats will be utilized when equipment crosses Stagecoach Boulevard. To limit equipment crossing, all harvesting and mastication operations north of Stagecoach Boulevard will be completed prior to operations beginning south of the road.



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Minimal road improvements may be necessary in the parking area off Stagecoach Boulevard. These improvements include moving boulders and grading the pitch where the parking area meets the trail head.

PERFORMANCE STANDARDS

Landings and skid trails will be rehabilitated as necessary once harvesting and hauling operations are complete. Ruts, berms, and other surface disturbances will be smoothed over as requested. NRCS or approved local county weed free seed mix will be used for reseeded. Ripping or scarifying landing areas for reseeded will be performed as directed by the Project Administrator.

Dove Creek Forestry will follow the state of Colorado's Best Management Practices. Any excessive rutting greater than 8 inches deep will be smoothed over as necessary. Machine work will not occur when doing so causes excessive damage to the soil due to unfavorable ground conditions. Operations will not occur in riparian areas or stream courses.

Damage to residual trees will be avoided. Snags will be retained unless within 1.5 tree lengths of a property boundary, trail, or structure.

Refueling will occur in designated areas cleared of combustible material. Soil contaminated with fuel or fluids will be removed, placed in covered drums, and disposed off-site at a facility capable of processing the contaminated material.

The work site will be left in a clean and safe manner at the end of each workday. All equipment and fuel containers will be safely stored and locked at the end of the day or when unattended. All trash will be contained and hauled off site regularly.

Fire extinguishers and fire tools will be equipped in each vehicle and machine and at the staging area. Fire extinguishers and fire tools will be easily accessible for all personnel on site.

Trails will be cleared of debris periodically as necessary throughout the project. At the end of the project, trails will be left in a safe and passable manner.

Traffic controls will be performed as necessary to keep the public and workers safe when work is occurring in close proximity to Stagecoach Boulevard.

WOOD UTILIZATION

Timber harvested from the project will be distributed as sawlogs and firewood. Logs not immediately traded will be hauled to 2 separate log yards to be stored for future use.

LANDINGS AND LOG HAULING

Potential landing areas on the project site have been identified (see Appendix B). Landings will be discussed and agreed upon between Dove Creek Forestry and the Project Administrator prior to work commencing.

Log hauling will occur continuously throughout the project at a rate of 4 – 8 semi trucks per week. Logs will be hauled by Dove Creek Forestry as well as other available log haulers.



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dovecreekforestry@gmail.com

REFERENCES

References are included in Similar Project History (Pages 4 -5).



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LIST OF EQUIPMENT

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FAE masticating heads (2)
Timber King 722 steel tracked harvester with Ponsse H8 processing head
Ponsse Buffalo forwarder
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John Deere 648-G skidder
Kubota SVL-97 rubber track skid steers (2)
Loftness masticating heads (2)
Fecon masticating head
Harsco 6x6
2015 Kenworth self-loading log truck
Skid steer grapple
Skid steer tree shear
Skid steer bucket
HD Chainsaws
Fire extinguishers
Mire enclosed job site storage trailer

All equipment will be cleaned prior to arriving on site to prevent the spread of noxious weeds.

OPERATION START AND END DATES

OPERATIONS BEGIN: Week of September 16, 2024

PROJECTED DATE FOR UNIT A & UNIT B TO BE COMPLETED: November 18, 2024

PROJECTED DATE FOR UNIT D TO BE COMPLETED: November 25, 2024

PROJECTED DATE FOR UNIT C TO BE COMPLETED: November 2, 2024

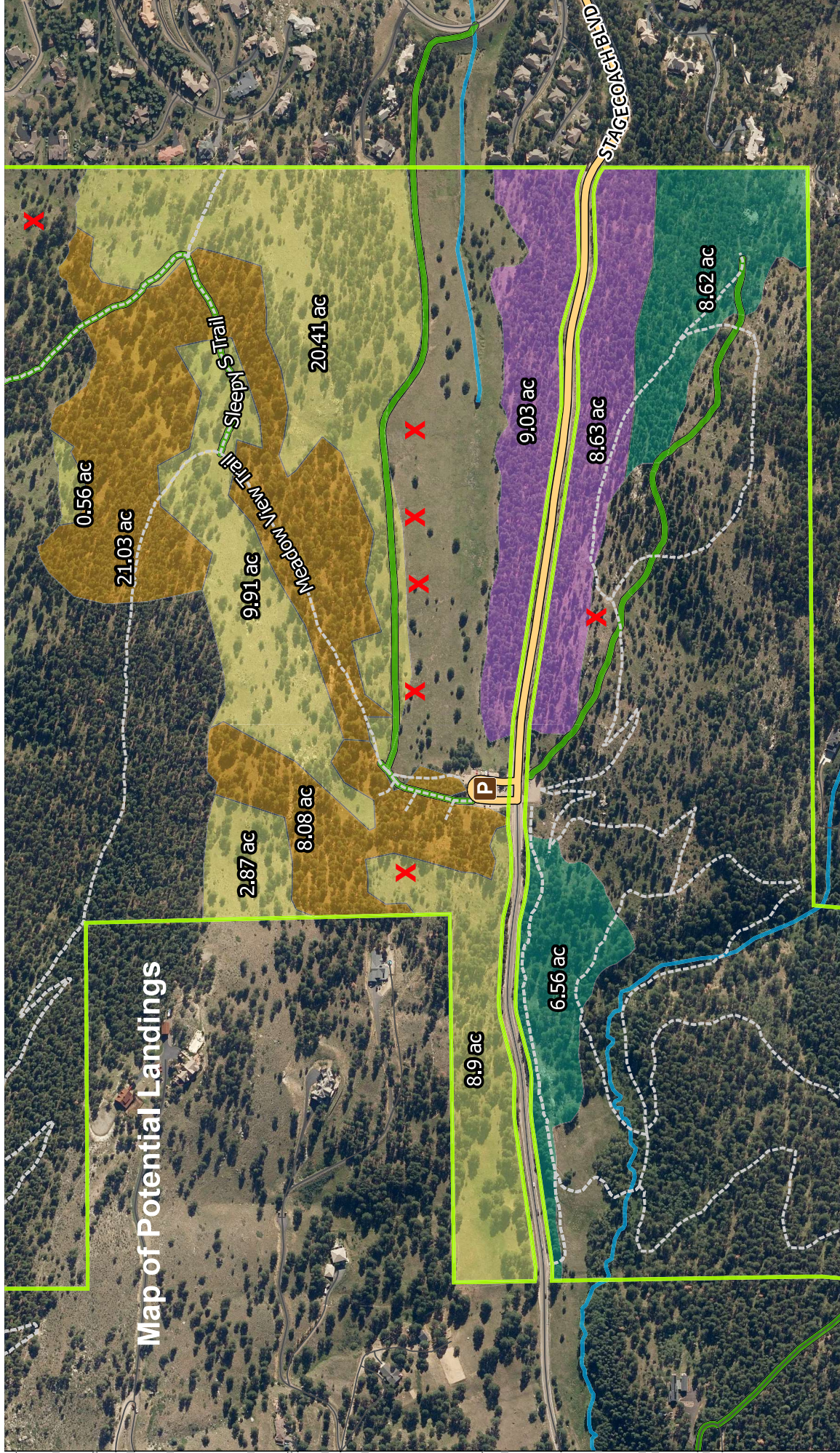
ALL LOGS REMOVED AND SITE REHAB COMPLETED: No later than December 12, 2024



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ELK MEADOW PARK

Unit Boundaries



Management Units (104.6 ac)

Unit A: 42.65 ac
Unit B: 29.11 ac
Unit C: 15.18 ac
Unit D: 17.66 ac

- JCOS Boundary
- Emergency Access
- Stream/River
- Parking
- Trail
- Major Road
- Local Road



Scale is 1:6,000 when printed at 8.5"x11"

Last Revised 2/29/2024
Data Sources: Jeffco Open Space, Jeffco ITS, USGS, NHD, COOT, DRCOG
jeffco.us/open-space





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EXCEPTIONS

PROPOSAL INFORMATION – ITEM 11

UNIT C – 6.56 ACRE SECTION: Dove Creek Forestry chooses to exclude this section due to the exclusion points, proximity to the road and power lines, and inability to access the area with equipment. Dove Creek Forestry will provide a bid for the remaining 8.62 acres of Unit C.



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EXPLANATION

EXPLANATION OF WHY FIRM IS BEST SUITED TO PROVIDE THE REQUESTED SERVICES

Dove Creek Forestry is committed to delivering high-quality forestry services while completing the project in a timely manner. Currently implementing a separate forestry project on Elk Meadow Park provides equipment that is already on site and the ability to quickly address the project's needs. Our skilled team and proven methodologies make us the ideal contractor for the Wildfire Risk Reduction at Elk Meadow Park project.

1. **Already On Site:** Dove Creek Forestry will be performing operations at Elk Meadow Park for the Elk Meadow Park Forest Management Project (Phase II). This advantage allows us to easily transition into the project, quickly respond to the project's needs, reduce mobilization costs, familiarity with the project site and expectations of the Project Administrators.
2. **Experience:** Dove Creek Forestry has carried out large projects with similar Scopes of Work that have required implementing mechanical harvesting, mastication, and timber removal.
3. **Timber Removal:** Dove Creek Forestry owns a self-loading log truck and has multiple Class A CDL drivers lined up to haul logs. Connections with additional log haulers and outlets for the wood have already been established during the planning for the Elk Meadow Park Forest Management Project (Phase II). Two separate log yards will be used to store logs that do not have an immediate outlet which aids in meeting the project deadline.
4. **Equipment:** Dove Creek Forestry has the required equipment to execute the project in a timely manner including: Multiple pieces of equipment for mastication, harvester with mechanical processing head, forwarder, skidder, shears, grapples, self-loading log truck.

PROPOSAL SUBMITTAL SECTION

Company Information

Company Name: Dove Creek Forestry, Inc. EIN: 81-3604659

Unique Entity Identification Number (REQUIRED IF AWARDED): FGXNS32K4GF6

Company Name as filed with the Secretary of State, if corporate entity: Dove Creek Forestry, Inc.
(Colorado Secretary of State Website, for reference purposes, is <http://www.sos.state.co.us/>)

Phone Number: (303) 918-2908 Fax Number: _____

Company Address: 98 Stagecoach Trail
Elizabeth, CO 80107

Authorized Signature:  _____

Printed Name and Title: Brian D. Curry, President

E-mail Address: dovecreekforestry@gmail.com

Date: 07/03/24

Submittal Checklist

The following documents are to be returned with your proposal.

PLACE A CHECK (✓) BY EACH ITEM SUBMITTED

1. ☒ Submit **the following** copies of all information requested herein, including all attachments, unless otherwise indicated:
 - ☒ ONE (1) electronic copy of the technical proposal submitted on the Rocky Mountain E-Purchasing System at www.RockyMountainBidSystem.com
 - ☒ ONE (1) electronic copy of the cost proposal in a **separate document** on the Rocky Mountain E-Purchasing System
2. ☒ This completed and signed Proposal Submittal Section.
3. ☒ Attachments for Item #'s as follows:
 - ☒ Resumes
 - ☐ Details on liquidated damages and/or disputes (if applicable)
 - ☐ Details on lawsuits (if applicable)
 - ☐ Details on charges filed (if applicable)
 - ☒ Explanation of why firm is best suited to provide the requested services
5. ☐ Authorized Signatory pages, if applicable (Refer to *Authorized Signatory Section* for details)
6. ☒ Exceptions sheet, if applicable.

PROPOSAL SUBMITTAL SECTION

7. ☒ The following items MUST BE UPLOADED to the **separate envelope on the RMEPS website**:
- ☒ A cost proposal - Cost proposal MUST BE UPLOADED to the **separate envelope**; do not include with other proposal items. Label with project title.
8. ☒ W-9 for firm submitting the proposal.
9. ☒ Acknowledgement of Receipt of Addenda below, if applicable.

Note: Be advised that the successful firm, if a corporate entity, will be required to provide evidence of current good standing with the Colorado Secretary of State after acceptance of proposal.

Authorized Representative

Indicate the name of the Authorized Representative who will be assigned to this project:

Brian D. Curry

Phone Number: (303) 918-2908 Email Address: dovecreekforestry@gmail.com

Performance Period

Refer to page 2 of the sample contract.

Key Notices

Refer to page 7 of the sample contract.

Indicate the name and title of the individual who will receive Key Notices Brian D. Curry

Company E-mail Address dovecreekforestry@gmail.com

Mailing Address 98 Stagecoach Trail Elizabeth, CO 80107

Telephone Number (303) 918-2908

Authorized Signatory for Contract

Refer to page 4 of the sample contract.

Name and Title of Authorized Signatory: Brian D. Curry, President

The County accepts the signatures on contracts from the following individuals:

- A. Corporation (For-Profit or Non-Profit) – President or Vice President
- B. Limited Liability Company (LLC) - Manager or Member*
- C. General Partnership, Limited Partnership (LP), Limited Liability Partnership (LLP), Limited Liability Limited Partnership (LLLLP) - General Partner*

***Note:** If the organization falls into categories B or C, you are required to provide a copy of the front page, signature page and the section of the Operating Agreement, or Partnership Agreement that defines who in the organization has contract signature authority.

Award

Proposals submitted which do not meet the requirements of this Request may be considered nonresponsive and may not receive further consideration. **(Follow-up calls for missing or incomplete information may not be made.)**

PROPOSAL SUBMITTAL SECTION

All responsive proposals received for this project will be reviewed and ranked on a basis which would best serve the interests of Jefferson County and in accordance with the criteria listed in the RFP. Factors for ranking will include, but not be limited to, the firm's and project staff's qualifications, references, and prior experience as related to this project as set forth in the scope of services required.

The firm(s) which is/are selected will be that/those which best serve the interests of Jefferson County and will be given the first right to negotiate an agreement acceptable to the County. In the event that an agreement satisfactory to the County cannot be reached, the County may enter into contract negotiations with one or more of the remaining qualified firms.

Insurance and Other Questions

The successful Contractor shall be required to furnish the County with certificates of insurance for the insurance types and limits as detailed on the attached insurance exhibit prior to performing any activity on this project. Jefferson County, Colorado shall be the **Certificate Holder** and shall be named as **Additional Insured**. All subcontractors must meet the same insurance requirements unless a deviation has been approved.

Indicate your ability to comply with the following requirements:

- a. Your firm agrees to meet all insurance requirements. **If no, provide details on Exceptions sheet.**

Yes ☒ No ☐

- b. The County shall be added as an Additional Insured to all liability policies:

Yes ☒ No ☐

- c. Your property and liability insurance company is licensed to do business in Colorado:

Yes ☒ No ☐

- d. Indicate the name of your property and liability insurance company here:

Name: EMC Insurance, Fortegra Specialty Insurance, Indemnity National Insurance

- e. Your property and liability insurance company has an AM Best rating of not less than A- and/or VII:

Yes ☒ No ☐

Provide a response to the following:

Are any lawsuits; Federal, State or Local Tax Liens; or any potential claims or liabilities pending against you, your firm, or the officers of the firm at this time?

Yes ☐ No ☒ **If yes, provide details on a separate piece of paper and attach to your proposal.**

Has your firm filed for bankruptcy or corporate protection under applicable federal or state laws in the last seven (7) years?

Yes ☐ No ☒

Are you or your firm currently debarred or have any exclusions from receiving federal funds according to the System for Award Management (SAM) at

https://sam.gov/search/?index=all&page=1&pageSize=25&sort=modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bstatus%5D%5Bis_inactive%5D=null

PROPOSAL SUBMITTAL SECTION

Yes ☐ No ☒

Exceptions

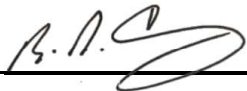
Are there any exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract?

Yes ☒ No ☐

If there are exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract, they must be clearly stated on a **separate sheet of paper**, attached to this sheet and returned with your proposal. (Reference **PROPOSAL INFORMATION Item 11.**)

Acknowledgment of Receipt of Addenda

Your acknowledgment of any addendum issued for this RFP shall be noted by signing below. This will serve as your acknowledgment that these clarifications/revisions have been taken into consideration during the preparation of your proposal.

Addendum Number: <u> 1 </u>	Date: <u> 07/03/24 </u>	Acknowledged by: <u></u>
Addendum Number: <u> </u>	Date: <u> </u>	Acknowledged by: <u> </u>
Addendum Number: <u> </u>	Date: <u> </u>	Acknowledged by: <u> </u>
Addendum Number: <u> </u>	Date: <u> </u>	Acknowledged by: <u> </u>
Addendum Number: <u> </u>	Date: <u> </u>	Acknowledged by: <u> </u>
Addendum Number: <u> </u>	Date: <u> </u>	Acknowledged by: <u> </u>



98 Stagecoach Trail
Elizabeth, Colorado 80107
P. 303.918.2908
dovecreekforestry@gmail.com

**WILDFIRE RISK REDUCTION AT ELK MEADOW PARK PROJECT
PROJECT # 24-11569KP-OS
JEFFERSON COUNTY**

COST

Management Units Costs/Bids for Implementing Prescriptions and Other Requirements:

UNIT A

Acres: 42.65
Cost/acre: \$2,975.00
Total cost: \$126,883.75

UNIT B

Acres: 29.11
Cost/acre: \$2,975.00
Total cost: \$86,602.25

UNIT C

8.62 acre section only (see Exceptions sheet)

Acres: 8.62
Cost/acre: \$3,150.00
Total cost: \$27,153.00

UNIT D

Acres: 17.66
Cost/acre: \$3,150.00
Total cost: \$55,629.00

TOTAL PROJECT COST

Unit A:	\$126,883.75
Unit B:	\$86,602.25
Unit C:	\$27,153.00
Unit D:	\$55,629.00

TOTAL COST: \$296,268.00

Payment Terms: If awarded the projected, Dove Creek Forestry requests to bill every 10 completed acres.

EXHIBIT C
INSURANCE REQUIREMENTS

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County’s certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, excess liability, and pollution liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer’s liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability 	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Excess/Umbrella Liability	\$1M ea occurrence \$1M aggregate
	Pollution Liability	\$1M ea occurrence \$1M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required

	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required

EXHIBIT D
FEDERAL GRANT AGREEMENT

**FEDERAL FINANCIAL ASSISTANCE
AWARD OF DOMESTIC GRANT 22-DG-11021600-033
Between The
JEFFERSON, COUNTY OF
And The
USDA, FOREST SERVICE
ROCKY MOUNTAIN REGION
SAFETY, FIRE & AVIATION MANAGEMENT**

Project Title: Wildfire Risk Reduction; Implementation & Capacity Building in Colorado District 2

Upon execution of this document, an award to the Jefferson, County of, hereinafter referred to as “Jefferson County,” in the amount of **\$358,000.00**, is made under the authority of the Consolidated Appropriations Act of 2022, P.L. 117-103. The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.723, Community Project Funding - Congressionally Designated Funding. Jefferson County accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated August 25, 2022, and the attached Forest Service provisions, ‘Forest Service Award Provisions,’ are incorporated into this letter and made a part of this award.

This authority requires a match of 1:1. Your organization has agreed to match \$360,639.00 as shown in the attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award are subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at 505-382-9982.

The following administrative provisions apply to this award:

- A. **LEGAL AUTHORITY**. Jefferson County shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. **PRINCIPAL CONTACTS**. Individuals listed below are authorized to act in their respective areas for matters related to this award.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steve Murdock 700 Jefferson County Parkway, Ste 200 Golden, CO 80401-0618 Telephone: 307-271-5998 Email: smurdock@co.jefferson.co.us	Gina Barton 700 Jefferson County Parkway, Ste 200 Golden, CO 80401-0618 Telephone: 303-271-5943 Email: gbarton@jeffco.us

Principal Forest Service Contacts:

Forest Service Program Manager Contact	Forest Service Administrative Contact
Angie Gee 1617 Cole Boulevard, Building 17 Lakewood, CO 80401-3305 Telephone: 970-278-6655 Email: angela.gee@usda.gov	Sara Comas 201 14th Ave, SW Washington, DC 20250 Telephone: 505-382-9982 Email: sara.comas@usda.gov

- C. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS.** This award is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101(a)(3) regarding corporate felony convictions and corporate Federal tax delinquencies. Accordingly, by entering into this award Jefferson County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an award with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the U.S. Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Jefferson County fails to comply with these provisions, the Forest Service will annul this award and may recover any funds Jefferson County has expended in violation of sections 433 and 434.
- D. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Jefferson County shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

E. ADVANCE & REIMBURSABLE PAYMENTS – FINANCIAL ASSISTANCE.

Advance and reimbursable payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods:	Send a copy to:
EMAIL (preferred): SM.FS.asc_ga@usda.gov	
FAX: 877-687-4894	Angie Gee:
POSTAL: Albuquerque Service Center Payments – Grants & Agreements 101B Sun Ave NE Albuquerque, NM 87109	angela.gee@usda.gov

F. INDIRECT COST RATES. The cooperator has elected to not assess indirect against this award.G. PRIOR WRITTEN APPROVAL. Jefferson County shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.H. MODIFICATIONS. Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- I. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The end date, or expiration date is **09/30/2025**. This instrument may be extended by a properly executed modification. *See Modification Provision above.*

- J. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.



09/14/2022

ANDREW KERR
Chair, Board of County Commissioners
Jefferson, County of

Date

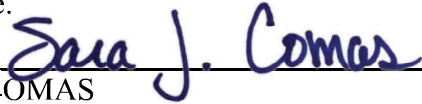
APPROVED AS TO FORM:

By 

BRYAN KARCHUT, Director
Safety, Fire & Aviation Management
U.S. Forest Service, Rocky Mountain Region

Date

The authority and the format of this award have been reviewed and approved for signature.



9/1/2022

SARA COMAS
Forest Service Grants Management Specialist

Date

ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

- A. COLLABORATIVE ARRANGEMENTS. Where permitted by terms of the award and Federal law, Jefferson County may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.
- B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to Jefferson County for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by Jefferson County or any third party.
- C. NOTICES. Any notice given by the Forest Service or Jefferson County will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To Jefferson County, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards \$30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text.

- E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted quarterly. These reports are due 30 days after the reporting period ending March 31, June 30, September 30 and December 31. The final

SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at <https://www.grants.gov/web/grants/forms.html>.

- F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

Jefferson County shall submit quarterly performance reports. These reports are due 30 days after the reporting period ending March 31, June 30, September 30 and December 31. The final performance report shall be submitted either with Jefferson County's final payment request, or separately, but not later than 120 days from the expiration date of the award.

- G. NOTIFICATION. Jefferson County shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.
- I. USE OF FOREST SERVICE INSIGNIA. In order for Jefferson County to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify Jefferson County when permission is granted.
- J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of Jefferson County's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.
- K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. Jefferson County is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

Jefferson County may call on Forest Service's Office of Communication for advice regarding public notices. Jefferson County is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Jefferson County shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.
- M. COPYRIGHTING. Jefferson County is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by Jefferson County under this award.
- Any right of copyright to which Jefferson County purchase(s) ownership with any federal contributions.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Jefferson County shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement:

"This institution is an equal opportunity provider."

O. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish Jefferson County a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, Jefferson County appeal(s) the decision to the Forest Service's Director, Safety, Fire & Aviation Management (SFAM). Any appeal made under this provision shall be in writing and addressed to the Director, SFAM, USDA, Forest Service, Lakewood, Colorado 80401. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SFAM, Jefferson County shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SFAM is final.
5. The final decision by the Director, SFAM does not preclude Jefferson County from pursuing remedies available under the law.

P. AWARD CLOSEOUT. Jefferson County must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to Jefferson County must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- Q. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.
- R. DEBARMENT AND SUSPENSION. Jefferson County shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Jefferson County or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.
- All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.
- S. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.
- T. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

- a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:
- (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procure a commercial sex act during the period of time that the award is in effect; or
 - (3) Use forced labor in the performance of the award or subawards under the award.
- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
- (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this

- award term through conduct that is either:
- i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),”.
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
- a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - (1) Associated with performance under this award; or
 - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),”
3. Provisions applicable to any recipient.
- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
 - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

- c. “Private entity”:
 - (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - (2) Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

U. DRUG-FREE WORKPLACE.

1. Jefferson County agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must
 - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
 - b. Specify the actions Jefferson County will take against employees for violating that prohibition; and
 - c. Let each employee know that, as a condition of employment under any award, the employee:
 - (1) Shall abide by the terms of the statement, and
 - (2) Shall notify Jefferson County in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.
2. Jefferson County agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
 - a. The dangers of drug abuse in the workplace;
 - b. The established policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager’s expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.
4. Jefferson County agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee’s position title, the award number of each

award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after Jefferson County learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, Jefferson County must either
 - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
 - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

V. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

W. ELIGIBLE WORKERS. Jefferson County shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). Jefferson County shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

X. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and

would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- Y. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- Z. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:
1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
 2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
 3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.
- AA. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.
- In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:
- (1) procure or obtain, extend or renew a contract to procure or obtain;
 - (2) enter into a contract (or extend or renew a contract) to procure; or
 - (3) obtain the equipment, services or systems.

ATTACHMENT B: 2 CFR PART 170

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most

highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. *Exemptions.*
If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. *Definitions.* For purposes of this award term:
1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).
 2. Non-Federal *entity* means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization; and,
 - iv. A domestic or foreign for-profit organization
 3. *Executive* means officers, managing partners, or any other employees in management positions.
 4. *Subaward:*
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. § 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute.

Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. § 4712, the disclosure must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. § 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee

to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, *Whistleblower Protections for Contractor Employees, Policy*, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, *Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights*, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. § 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: <https://www.usda.gov/oig/hotline>. For additional information, they may also visit the WPC's webpage at: <https://www.usda.gov/oig/wpc> or they may directly contact the WPC at OIGWPC@oig.usda.gov.

MASTER CONTRACT FOR WILDFIRE MITIGATION AND FOREST RESTORATION PROJECTS

THIS MASTER CONTRACT (this “Contract”), dated for reference purposes only this 28th day of July 2022, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **DOVE CREEK FORESTRY, INC.**, a Colorado corporation, (the “Contractor”).

RECITALS

- A. The County distributed a Request for Statement of Qualifications, Number 22-4886Z-OS for Wildfire Mitigation and Forest Restoration Projects, to be identified at later dates, as more fully described in the Request for Statement of Qualifications documents and all addenda and attachments, including all plans and specifications, collectively referred to as the “Request for Statement of Qualifications” or “SOQ.”
- B. The Contractor is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of the following:

- (a) This Contract;
- (b) Any written Order issued pursuant to this Contract;
- (c) The SOQ;
- (d) The Contractor’s Response to the SOQ;
- (e) Cost Per Acre Rate Sheet, attached hereto as Exhibit A; and
- (f) Insurance Requirements, attached hereto as Exhibit B,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the County’s scope of services and the Contractor’s scope of services, the County’s scope of services shall control.

2. **DESCRIPTIONS OF SERVICES.**

(a) **The Services.** The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Services"). The Contractor shall perform the Services in a professional manner to the satisfaction of the County. The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care") and in strict accordance with the provisions of the Contract Documents. The Contractor shall complete each task and service in strict accordance with the schedule established by the County Representative. The Contractor agrees that this Contract does not guarantee that any work, or any specific level of work, will be awarded to the Contractor. The Contractor understands that it may not be the only contractor providing these types of services to the County.

(b) **Orders.** An Order may consist of a written purchase order for Services, including work based upon a written proposal by the Contractor. A written Order shall contain a description of the Project, the Order Price, the period of performance for the Project, and the insurance requirements if different from the requirements specified on Exhibit C. Unless otherwise specified in a written Order, the Order Price shall be an amount calculated in accordance with the Contract Documents. All Orders are subject to the terms and conditions of this Contract. Additional or differing provisions proposed by the Contractor or included in any documentation submitted by the Contractor to the County are hereby objected to by the County and have no effect unless accepted in writing by the County Representative.

3. **AUTHORIZED REPRESENTATIVES.** The County and the Contractor shall designate their Authorized Representatives in the Order(s) issued pursuant to this Contract. The County may also designate a Project Manager for the County. The Contractor Representative shall have the authority to bind the Contractor with respect to the Services. The Contractor Representative shall also be responsible for advising the County of the status of the Services and for assuring frequent and effective communication with the County. In the event the County Representative is not satisfied with the management, supervision, or other performance of the Contractor Representative, the County Representative may require that the Contractor designate another individual to serve as the Contractor Representative. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the designated Contractor Representative unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute.

4. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

5. **TERM, PERIOD OF PERFORMANCE.**

(a) **Term.** The term of this Contract shall be one year, commencing on date of full execution of this Contract and terminating one year thereafter, unless earlier terminated in accordance with the terms of this Contract. The County shall have the option to renew this Contract for four (4) additional one-year terms by giving written notice of such renewal to the Contractor prior to the expiration of the then-current term.

(b) **Period of Performance.** The Contractor shall begin the Services on or before the fifth calendar day after receipt of the notice to proceed (the "Start Date") and shall complete the Services and fulfill all of its other obligations within the number of days set forth in the Order (the "Completion Date"), and pursuant to the requirements specified in the Scope of Services. All time limits are of the essence in this Contract. No Services on a Project shall be performed by the Contractor until a notice to proceed for that Project is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance.

6. **PRICE AND PAYMENT.** The County shall pay the Contractor the amount set forth in the Order that is issued for each specific Project (the "Order Price") in accordance with the Cost Per Acre Rate Sheet set forth in Exhibit A attached hereto and incorporated herein.

(a) **Invoices.** Unless a different payment schedule is specified in the Order, the Contractor shall prepare monthly invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The invoice shall be subject to review and approval by the County Representative. The County shall pay all amounts properly invoiced and documented within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any over-payment revealed by any subsequent audit or inspection. Unless previously approved by the County Representative, the Contractor shall not be entitled to reimbursement for meals, entertainment or other administrative or overhead (copies, telephone, supplies, etc.) costs.

(b) **Records.** The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Services, together with any invoices, time cards, or other supporting data reasonably requested.

(c) **Incorrect Payments.** Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **KNOWLEDGE OF THE SERVICES.** Before commencing Services on a Project, the Contractor will become fully informed regarding the Services and any materials or equipment required including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Services or of the provisions contained in this Contract and in the other Contract Documents.

8. **CHANGES IN THE SERVICES.** The County Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary or convenient to accomplish the purposes intended to be provided under this Contract or any Order issued hereunder. The County Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process change orders affecting the Order Price or quantity of services to be performed. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the Services, there shall be an equitable adjustment to the Order Price, or in the time for performance, or both. The Contractor shall not be obligated to proceed with the changed or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the Services have been agreed upon, and (2) a change order or Contract or Order amendment has been signed by Contractor and the County. The County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein.

9. **SECURITY AND ON-SITE PROCEDURES.** At the option of the County, all on-site personnel utilized by the Contractor ("Personnel"), including employees, subcontractors, or other agents, shall undergo background checks and will be issued Contractor badges and/or keys. When badges/keys are required, Personnel shall not be able to access the work site until he/she has been issued a key and/or the badge that he/she shall be required to display at all times while working on-site. The Contractor shall be responsible for ensuring that the badge issued to a specific individual is strictly and exclusively worn by that individual. Badges shall under no circumstances be shared. At the discretion of the County, random badge checks may be conducted. Personnel found without a badge or wearing a badge not issued to them shall immediately be removed from the job site. The Contractor shall be required to return to the County Representative all badges and keys issued to Personnel within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the County will charge the Contractor fifty dollars (\$50.00) per missing badge. If the Contractor is unable to return all issued keys on or before the Return Date, then the Contractor shall be responsible for the costs of re-keying all areas that may be accessed by the key or keys, including, but not limited to, replacing locks and obtaining copies of new keys for County Staff. The costs for missing badges and keys shall be deducted from any sum payable hereunder before final payment to the Contractor.

10. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

11. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of

termination, the Contractor shall incur no additional expenses and shall perform no further Services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS.** The Contractor shall not assign this Contract or employ any subcontractor without the prior written consent of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Contractor shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage of each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract. Subject to these limitations, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. **INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** In performing the Work, the Contractor acts as an independent contractor and is not acting as an agent, servant or employee of the County. **The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.**

15. **INDEMNIFICATION.** Except to the extent limited by C.R.S. 13-50.5-102, the Contractor agrees to and does indemnify, defend and hold the County and its officials, agents

and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses (including reasonable attorney's fees), relating to or arising out of: (1) any willful misconduct or negligent act or omission of the Contractor and its employees, agents or subcontractors in connection with the performance of the Services; (2) any breach of any covenant, representation or warranty made by the Contractor under this Contract; and (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; and (4) any workers' compensation claims brought by any officer, employee, subcontractor or agent of the Contractor relating to or arising out of such person's performance of the Services.

16. **ENVIRONMENTAL REPRESENTATIONS.**

(a) The term "Hazardous Materials" herein means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos, insecticides, herbicides, or any hazardous toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulation; provided, however, that the term Hazardous Materials shall not include any such substances, materials or wastes of the type and in quantities normally associated with residential uses.

(b) The Contractor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials claims or litigation, without providing prior written notice to the County.

17. Notwithstanding any provision of this Contract to the contrary, in the event of any emergency circumstance involving the sudden discharge or the immediate threat of a sudden discharge of any Hazardous Materials which threatens any irreparable harm to the environment or the health and safety of any individual (a "Hazardous Materials Incident"), the Contractor shall undertake such emergency response to such Hazardous Materials Incident. A Hazardous Materials Incident shall include, but not be limited to, those incidents of spilling, dumping or abandonment of a Hazardous Material, whether or not such spilling, dumping or abandonment is found to threaten immediate and irreparable harm. Further, in the event of any such Hazardous Materials Incident, the Contractor shall notify the County within one (1) hour by telephone and within forty-eight (48) hours in writing of the Hazardous Materials Incident and the emergency response undertaken by the Contractor

18. **INSURANCE.** The Contractor shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B attached hereto. The Contractor, prior to commencing the Services and during the term of this Contract, shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall

provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

19. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor to the County prior to commencement of the Services. Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance have been accepted by the County.

20. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, sexual orientation, religion, national origin or ancestry, disability or age. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by the Contractor. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment.

21. **NON-APPROPRIATION.**

(a) **Appropriation of Funds.** For the express purpose of complying with the County's financial obligations hereunder, the County will appropriate funds equal to or in excess of the Order Price. The County will not issue a change order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the County Representative.

(b) **Subsequent Fiscal Years.** The payment of County obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

22. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the Standard of Care as defined

herein; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

23. **NOTICES.**

(a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Contractor:

Dove Creek Forestry, Inc.

Attn: Cassandra Kindel, Secretary/Treasurer

98 Stagecoach Trail

Elizabeth, CO 80107

Tele: 303-241-8585

E-Mail: DoveCreekForestry@gmail.com

The County:

Director of Open Space Division
700 Jefferson County Pkwy., #100
Golden, CO 80401
Tele: 303-271-5925
E-Mail: parks@jeffco.us

with a copy to:

Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

24. MISCELLANEOUS PROVISIONS.

(a) Compliance with Laws. The Contractor shall observe and comply with all applicable Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Notwithstanding anything to the contrary in the foregoing, if any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Contractor will immediately report such discrepancy or inconsistency to the County and will conform its work to any orders or instructions issued by the County.

(b) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it

any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(d) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor or to which the Contractor has access during the performance of the Services (the "County Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. The Contractor shall not disclose to any third party any County Document or Deliverable without the prior written approval of the County unless required under the Colorado Public Records Act or other law.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(g) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(h) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit

from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(i) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(j) No Third-Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(k) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(l) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

(m) Severability. If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.

(n) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(o) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

COUNTY OF JEFFERSON
STATE OF COLORADO

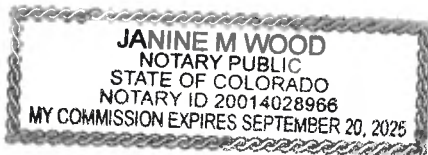
By: _____

Vera Braeckman-Kennedy
Vera Braeckman-Kennedy
Purchasing Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this 26th day of September, 2022,
by Vera Braeckman-Kennedy as Purchasing Manager for the County of Jefferson, State of
Colorado.

[SEAL]



Janine M. Wood

Notary's official signature
09/20/2025

Commission expiration date

APPROVED AS TO FORM:

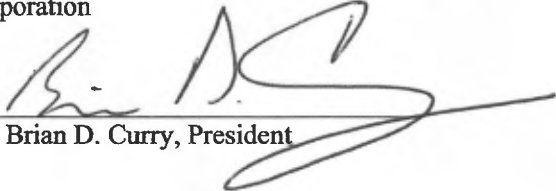
Kurtis D. Behn Digitally signed by Kurtis D. Behn
Date: 2022.09.21 09:25:12 -06'00'

Kurtis D. Behn
Assistant Deputy County Attorney

(Signatures continue on next page)

CONTRACTOR:

DOVE CREEK FORESTRY, INC., a Colorado
corporation

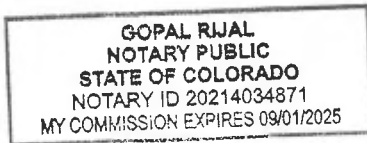
By 
Brian D. Curry, President

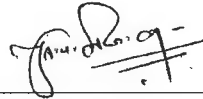
STATE OF COLORADO

COUNTY OF Douglas

The foregoing Contract was acknowledged before me this 6 day of Sept., 2022
by Brian D. Curry as President of Dove Creek Forestry, Inc.

[SEAL]





Notary's official signature

09-01-2025

Commission expiration date

EXHIBIT A

COST PER ACRE RATE SHEET

(see attached)



98 Stagecoach Trail
Elizabeth, Colorado 80107
P. 303.918.2908
dovecreekforestry@gmail.com

EXHIBIT A

COST PER ACRE RATE SHEET

Forest Type	Cost Per Acre Range
Ponderosa pine	\$2,100 - \$4,800
Lodgepole pine	\$2,100 - \$4,800
Mixed conifer	\$2,100 - \$4,800

The cost per acre range for all forest types listed above is \$2,100 - \$4,800 per acre. The cost per acre would not necessarily fluctuate based on the forest type. Some factors that would influence the cost per acre include scope of work for project being bid on, basal area to be removed, slope, terrain, amount of handwork involved, merchantability of timber, site accessibility and location, fuel and oil costs, and equipment required.

Any project requiring tub grinding will incur an additional expense not reflected in the cost per acre range listed above. The cost for tub grinding will be based on the volume of material to be chipped and hauled away as well as mobilization to the project site.

EXHIBIT B

INSURANCE REQUIREMENTS

(see attached)

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County's certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and excess liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability 	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Excess/Umbrella Liability	\$2M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required

	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required



Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,

A handwritten signature in blue ink, appearing to read "Michael Dobbs".

Michael Dobbs
Director, Safety and Compliance

**MASTER CONTRACT FOR WILDFIRE MITIGATION AND FOREST
RESTORATION PROJECTS**

THIS MASTER CONTRACT (this “Contract”), dated for reference purposes only this 28th day of July 2022, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **MARKIT! FORESTRY MANAGEMENT LLC**, a Colorado limited liability company, (the “Contractor”).

RECITALS

- A. The County distributed a Request for Statement of Qualifications, Number 22-4886Z-OS for Wildfire Mitigation and Forest Restoration Projects, to be identified at later dates, as more fully described in the Request for Statement of Qualifications documents and all addenda and attachments, including all plans and specifications, collectively referred to as the “Request for Statement of Qualifications” or “SOQ.”
- B. The Contractor is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of the following:

- (a) This Contract;
- (b) Any written Order issued pursuant to this Contract;
- (c) The SOQ;
- (d) The Contractor’s Response to the SOQ;
- (e) Cost Per Acre Rate Sheet, attached hereto as Exhibit A; and
- (f) Insurance Requirements, attached hereto as Exhibit B,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the County’s scope of services and the Contractor’s scope of services, the County’s scope of services shall control.

2. **DESCRIPTIONS OF SERVICES.**

(a) **The Services.** The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Services"). The Contractor shall perform the Services in a professional manner to the satisfaction of the County. The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care") and in strict accordance with the provisions of the Contract Documents. The Contractor shall complete each task and service in strict accordance with the schedule established by the County Representative. The Contractor agrees that this Contract does not guarantee that any work, or any specific level of work, will be awarded to the Contractor. The Contractor understands that it may not be the only contractor providing these types of services to the County.

(b) **Orders.** An Order may consist of a written purchase order for Services, including work based upon a written proposal by the Contractor. A written Order shall contain a description of the Project, the Order Price, the period of performance for the Project, and the insurance requirements if different from the requirements specified on Exhibit C. Unless otherwise specified in a written Order, the Order Price shall be an amount calculated in accordance with the Contract Documents. All Orders are subject to the terms and conditions of this Contract. Additional or differing provisions proposed by the Contractor or included in any documentation submitted by the Contractor to the County are hereby objected to by the County and have no effect unless accepted in writing by the County Representative.

3. **AUTHORIZED REPRESENTATIVES.** The County and the Contractor shall designate their Authorized Representatives in the Order(s) issued pursuant to this Contract. The County may also designate a Project Manager for the County. The Contractor Representative shall have the authority to bind the Contractor with respect to the Services. The Contractor Representative shall also be responsible for advising the County of the status of the Services and for assuring frequent and effective communication with the County. In the event the County Representative is not satisfied with the management, supervision, or other performance of the Contractor Representative, the County Representative may require that the Contractor designate another individual to serve as the Contractor Representative. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the designated Contractor Representative unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute.

4. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

5. **TERM, PERIOD OF PERFORMANCE.**

(a) **Term.** The term of this Contract shall be one year, commencing on date of full execution of this Contract and terminating one year thereafter, unless earlier terminated in accordance with the terms of this Contract. The County shall have the option to renew this Contract for four (4) additional one-year terms by giving written notice of such renewal to the Contractor prior to the expiration of the then-current term.

(b) **Period of Performance.** The Contractor shall begin the Services on or before the fifth calendar day after receipt of the notice to proceed (the "Start Date") and shall complete the Services and fulfill all of its other obligations within the number of days set forth in the Order (the "Completion Date"), and pursuant to the requirements specified in the Scope of Services. All time limits are of the essence in this Contract. No Services on a Project shall be performed by the Contractor until a notice to proceed for that Project is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance.

6. **PRICE AND PAYMENT.** The County shall pay the Contractor the amount set forth in the Order that is issued for each specific Project (the "Order Price") in accordance with the Cost Per Acre Rate Sheet set forth in Exhibit A attached hereto and incorporated herein.

(a) **Invoices.** Unless a different payment schedule is specified in the Order, the Contractor shall prepare monthly invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The invoice shall be subject to review and approval by the County Representative. The County shall pay all amounts properly invoiced and documented within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any over-payment revealed by any subsequent audit or inspection. Unless previously approved by the County Representative, the Contractor shall not be entitled to reimbursement for meals, entertainment or other administrative or overhead (copies, telephone, supplies, etc.) costs.

(b) **Records.** The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Services, together with any invoices, time cards, or other supporting data reasonably requested.

(c) **Incorrect Payments.** Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **KNOWLEDGE OF THE SERVICES.** Before commencing Services on a Project, the Contractor will become fully informed regarding the Services and any materials or equipment required including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Services or of the provisions contained in this Contract and in the other Contract Documents.

8. **CHANGES IN THE SERVICES.** The County Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary or convenient to accomplish the purposes intended to be provided under this Contract or any Order issued hereunder. The County Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process change orders affecting the Order Price or quantity of services to be performed. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the Services, there shall be an equitable adjustment to the Order Price, or in the time for performance, or both. The Contractor shall not be obligated to proceed with the changed or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the Services have been agreed upon, and (2) a change order or Contract or Order amendment has been signed by Contractor and the County. The County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein.

9. **SECURITY AND ON-SITE PROCEDURES.** At the option of the County, all on-site personnel utilized by the Contractor ("Personnel"), including employees, subcontractors, or other agents, shall undergo background checks and will be issued Contractor badges and/or keys. When badges/keys are required, Personnel shall not be able to access the work site until he/she has been issued a key and/or the badge that he/she shall be required to display at all times while working on-site. The Contractor shall be responsible for ensuring that the badge issued to a specific individual is strictly and exclusively worn by that individual. Badges shall under no circumstances be shared. At the discretion of the County, random badge checks may be conducted. Personnel found without a badge or wearing a badge not issued to them shall immediately be removed from the job site. The Contractor shall be required to return to the County Representative all badges and keys issued to Personnel within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the County will charge the Contractor fifty dollars (\$50.00) per missing badge. If the Contractor is unable to return all issued keys on or before the Return Date, then the Contractor shall be responsible for the costs of re-keying all areas that may be accessed by the key or keys, including, but not limited to, replacing locks and obtaining copies of new keys for County Staff. The costs for missing badges and keys shall be deducted from any sum payable hereunder before final payment to the Contractor.

10. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

11. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of

termination, the Contractor shall incur no additional expenses and shall perform no further Services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS.** The Contractor shall not assign this Contract or employ any subcontractor without the prior written consent of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Contractor shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage of each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract. Subject to these limitations, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. **INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** In performing the Work, the Contractor acts as an independent contractor and is not acting as an agent, servant or employee of the County. **The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.**

15. **INDEMNIFICATION.** Except to the extent limited by C.R.S. 13-50.5-102, the Contractor agrees to and does indemnify, defend and hold the County and its officials, agents

and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses (including reasonable attorney's fees), relating to or arising out of: (1) any willful misconduct or negligent act or omission of the Contractor and its employees, agents or subcontractors in connection with the performance of the Services; (2) any breach of any covenant, representation or warranty made by the Contractor under this Contract; and (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; and (4) any workers' compensation claims brought by any officer, employee, subcontractor or agent of the Contractor relating to or arising out of such person's performance of the Services.

16. **ENVIRONMENTAL REPRESENTATIONS.**

(a) The term "Hazardous Materials" herein means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos, insecticides, herbicides, or any hazardous toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulation; provided, however, that the term Hazardous Materials shall not include any such substances, materials or wastes of the type and in quantities normally associated with residential uses.

(b) The Contractor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials claims or litigation, without providing prior written notice to the County.

17. Notwithstanding any provision of this Contract to the contrary, in the event of any emergency circumstance involving the sudden discharge or the immediate threat of a sudden discharge of any Hazardous Materials which threatens any irreparable harm to the environment or the health and safety of any individual (a "Hazardous Materials Incident"), the Contractor shall undertake such emergency response to such Hazardous Materials Incident. A Hazardous Materials Incident shall include, but not be limited to, those incidents of spilling, dumping or abandonment of a Hazardous Material, whether or not such spilling, dumping or abandonment is found to threaten immediate and irreparable harm. Further, in the event of any such Hazardous Materials Incident, the Contractor shall notify the County within one (1) hour by telephone and within forty-eight (48) hours in writing of the Hazardous Materials Incident and the emergency response undertaken by the Contractor

18. **INSURANCE.** The Contractor shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B attached hereto. The Contractor, prior to commencing the Services and during the term of this Contract, shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall

provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

19. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor to the County prior to commencement of the Services. Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance have been accepted by the County.

20. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, sexual orientation, religion, national origin or ancestry, disability or age. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by the Contractor. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment.

21. **NON-APPROPRIATION.**

(a) **Appropriation of Funds.** For the express purpose of complying with the County's financial obligations hereunder, the County will appropriate funds equal to or in excess of the Order Price. The County will not issue a change order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the County Representative.

(b) **Subsequent Fiscal Years.** The payment of County obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

22. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the Standard of Care as defined

herein; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

23. **NOTICES.**

(a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Contractor:
Markit! Forestry Management LLC
Attn: Shaina Miller
2424 Garden of the Gods Road
Suite 290
Colorado Springs, CO 80919
Tele: 719-593-2365
E-Mail: shainamiller@markitforestry.com

The County:
Director of Open Space Division
700 Jefferson County Pkwy., #100
Golden, CO 80401
Tele: 303-271-5925
E-Mail: parks@jeffco.us

with a copy to:
Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

24. MISCELLANEOUS PROVISIONS.

(a) Compliance with Laws. The Contractor shall observe and comply with all applicable Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Notwithstanding anything to the contrary in the foregoing, if any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Contractor will immediately report such discrepancy or inconsistency to the County and will conform its work to any orders or instructions issued by the County.

(b) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it

any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(d) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor or to which the Contractor has access during the performance of the Services (the "County Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. The Contractor shall not disclose to any third party any County Document or Deliverable without the prior written approval of the County unless required under the Colorado Public Records Act or other law.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(g) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(h) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit

from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(i) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(j) No Third-Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(k) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(l) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

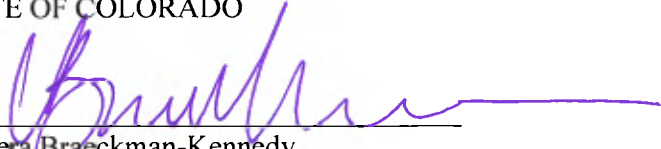
(m) Severability. If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.

(n) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(o) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

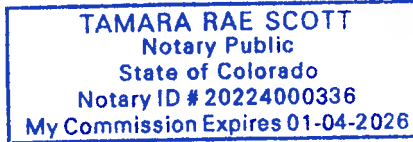
COUNTY OF JEFFERSON
STATE OF COLORADO

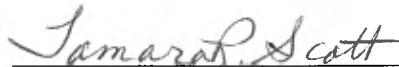
By: 
Vera Braeckman-Kennedy
Purchasing Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this 22 day of September, 2022,
by Vera Braeckman-Kennedy as Purchasing Manager for the County of Jefferson, State of
Colorado.

[SEAL]




Notary's official signature

1-4-28
Commission expiration date

APPROVED AS TO FORM:

Digitally signed by Kurtis D. Behn
Kurtis D. Behn
Date: 2022.09.21 09:24:09
-06:00-

Kurtis D. Behn
Assistant Deputy County Attorney

(Signatures continue on next page)

CONTRACTOR:

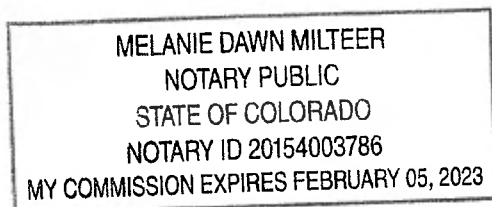
MARKIT! FORSTRY MANAGEMENT LLC

By *Alyssa J. Priest*
Alyssa J. Priest, Executive Vice-President
and Chief Administrative Officer

STATE OF COLORADO
COUNTY OF El Paso

The foregoing Contract was acknowledged before me this 13th day of September, 2022
by Alyssa j. Priest as Executive Vice-President and Chief Administrative Officer of Markit!
Forestry Management LLC.

[SEAL]



Melanie Dawn Milteer
Notary's official signature
February 05, 2023
Commission expiration date

EXHIBIT A

COST PER ACRE RATE SHEET

(see attached)

EXHIBIT B

INSURANCE REQUIREMENTS

(see attached)

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County’s certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and excess liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer’s liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability 	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Excess/Umbrella Liability	\$2M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required

	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required



Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,

A handwritten signature in blue ink, appearing to read "M. Dobbs", is written over the printed name and title.

Michael Dobbs
Director, Safety and Compliance

**Jefferson County Open Space
Request for Statements of Qualifications for Wildfire Mitigation and Forest Restoration
Projects Master Agreement
Project # 22-4886Z-OS**

Markit! Forestry Management LLC

Item No.	Description	Unit of Measure	Quantity	Lower Range	Upper Range
i.	Ponderosa Pine	Acres	TBD	\$400.00	\$4,000.00
ii.	Lodgepole Pine	Acres	TBD	\$400.00	\$4,000.00
iii.	Mixed Conifer	Acres	TBD	\$400.00	\$4,000.00
TOTAL				TBD	

**MASTER CONTRACT FOR WILDFIRE MITIGATION AND FOREST
RESTORATION PROJECTS**

THIS MASTER CONTRACT (this “Contract”), dated for reference purposes only this 28th day of July 2022, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **MILLER TIMBER SERVICES, INC.**, an Oregon corporation, (the “Contractor”).

RECITALS

- A. The County distributed a Request for Statement of Qualifications, Number 22-4886Z-OS for Wildfire Mitigation and Forest Restoration Projects, to be identified at later dates, as more fully described in the Request for Statement of Qualifications documents and all addenda and attachments, including all plans and specifications, collectively referred to as the “Request for Statement of Qualifications” or “SOQ.”
- B. The Contractor is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of the following:

- (a) This Contract;
- (b) Any written Order issued pursuant to this Contract;
- (c) The SOQ;
- (d) The Contractor’s Response to the SOQ;
- (e) Cost Per Acre Rate Sheet, attached hereto as Exhibit A; and
- (f) Insurance Requirements, attached hereto as Exhibit B,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the County’s scope of services and the Contractor’s scope of services, the County’s scope of services shall control.

2. **DESCRIPTIONS OF SERVICES.**

(a) **The Services.** The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Services"). The Contractor shall perform the Services in a professional manner to the satisfaction of the County. The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care") and in strict accordance with the provisions of the Contract Documents. The Contractor shall complete each task and service in strict accordance with the schedule established by the County Representative. The Contractor agrees that this Contract does not guarantee that any work, or any specific level of work, will be awarded to the Contractor. The Contractor understands that it may not be the only contractor providing these types of services to the County.

(b) **Orders.** An Order may consist of a written purchase order for Services, including work based upon a written proposal by the Contractor. A written Order shall contain a description of the Project, the Order Price, the period of performance for the Project, and the insurance requirements if different from the requirements specified on Exhibit C. Unless otherwise specified in a written Order, the Order Price shall be an amount calculated in accordance with the Contract Documents. All Orders are subject to the terms and conditions of this Contract. Additional or differing provisions proposed by the Contractor or included in any documentation submitted by the Contractor to the County are hereby objected to by the County and have no effect unless accepted in writing by the County Representative.

3. **AUTHORIZED REPRESENTATIVES.** The County and the Contractor shall designate their Authorized Representatives in the Order(s) issued pursuant to this Contract. The County may also designate a Project Manager for the County. The Contractor Representative shall have the authority to bind the Contractor with respect to the Services. The Contractor Representative shall also be responsible for advising the County of the status of the Services and for assuring frequent and effective communication with the County. In the event the County Representative is not satisfied with the management, supervision, or other performance of the Contractor Representative, the County Representative may require that the Contractor designate another individual to serve as the Contractor Representative. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the designated Contractor Representative unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute.

4. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

5. **TERM, PERIOD OF PERFORMANCE.**

(a) **Term.** The term of this Contract shall be one year, commencing on date of full execution of this Contract and terminating one year thereafter, unless earlier terminated in accordance with the terms of this Contract. The County shall have the option to renew this Contract for four (4) additional one-year terms by giving written notice of such renewal to the Contractor prior to the expiration of the then-current term.

(b) **Period of Performance.** The Contractor shall begin the Services on or before the fifth calendar day after receipt of the notice to proceed (the "Start Date") and shall complete the Services and fulfill all of its other obligations within the number of days set forth in the Order (the "Completion Date"), and pursuant to the requirements specified in the Scope of Services. All time limits are of the essence in this Contract. No Services on a Project shall be performed by the Contractor until a notice to proceed for that Project is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance.

6. **PRICE AND PAYMENT.** The County shall pay the Contractor the amount set forth in the Order that is issued for each specific Project (the "Order Price") in accordance with the Cost Per Acre Rate Sheet set forth in Exhibit A attached hereto and incorporated herein.

(a) **Invoices.** Unless a different payment schedule is specified in the Order, the Contractor shall prepare monthly invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The invoice shall be subject to review and approval by the County Representative. The County shall pay all amounts properly invoiced and documented within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any over-payment revealed by any subsequent audit or inspection. Unless previously approved by the County Representative, the Contractor shall not be entitled to reimbursement for meals, entertainment or other administrative or overhead (copies, telephone, supplies, etc.) costs.

(b) **Records.** The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Services, together with any invoices, time cards, or other supporting data reasonably requested.

(c) **Incorrect Payments.** Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **KNOWLEDGE OF THE SERVICES.** Before commencing Services on a Project, the Contractor will become fully informed regarding the Services and any materials or equipment required including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Services or of the provisions contained in this Contract and in the other Contract Documents.

8. **CHANGES IN THE SERVICES.** The County Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary or convenient to accomplish the purposes intended to be provided under this Contract or any Order issued hereunder. The County Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process change orders affecting the Order Price or quantity of services to be performed. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the Services, there shall be an equitable adjustment to the Order Price, or in the time for performance, or both. The Contractor shall not be obligated to proceed with the changed or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the Services have been agreed upon, and (2) a change order or Contract or Order amendment has been signed by Contractor and the County. The County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein.

9. **SECURITY AND ON-SITE PROCEDURES.** At the option of the County, all on-site personnel utilized by the Contractor ("Personnel"), including employees, subcontractors, or other agents, shall undergo background checks and will be issued Contractor badges and/or keys. When badges/keys are required, Personnel shall not be able to access the work site until he/she has been issued a key and/or the badge that he/she shall be required to display at all times while working on-site. The Contractor shall be responsible for ensuring that the badge issued to a specific individual is strictly and exclusively worn by that individual. Badges shall under no circumstances be shared. At the discretion of the County, random badge checks may be conducted. Personnel found without a badge or wearing a badge not issued to them shall immediately be removed from the job site. The Contractor shall be required to return to the County Representative all badges and keys issued to Personnel within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the County will charge the Contractor fifty dollars (\$50.00) per missing badge. If the Contractor is unable to return all issued keys on or before the Return Date, then the Contractor shall be responsible for the costs of re-keying all areas that may be accessed by the key or keys, including, but not limited to, replacing locks and obtaining copies of new keys for County Staff. The costs for missing badges and keys shall be deducted from any sum payable hereunder before final payment to the Contractor.

10. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

11. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of

termination, the Contractor shall incur no additional expenses and shall perform no further Services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS.** The Contractor shall not assign this Contract or employ any subcontractor without the prior written consent of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Contractor shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage of each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract. Subject to these limitations, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. **INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** In performing the Work, the Contractor acts as an independent contractor and is not acting as an agent, servant or employee of the County. **The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.**

15. **INDEMNIFICATION.** Except to the extent limited by C.R.S. 13-50.5-102, the Contractor agrees to and does indemnify, defend and hold the County and its officials, agents

and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses (including reasonable attorney's fees), relating to or arising out of: (1) any willful misconduct or negligent act or omission of the Contractor and its employees, agents or subcontractors in connection with the performance of the Services; (2) any breach of any covenant, representation or warranty made by the Contractor under this Contract; and (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; and (4) any workers' compensation claims brought by any officer, employee, subcontractor or agent of the Contractor relating to or arising out of such person's performance of the Services.

16. **ENVIRONMENTAL REPRESENTATIONS.**

(a) The term "Hazardous Materials" herein means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos, insecticides, herbicides, or any hazardous toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulation; provided, however, that the term Hazardous Materials shall not include any such substances, materials or wastes of the type and in quantities normally associated with residential uses.

(b) The Contractor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials claims or litigation, without providing prior written notice to the County.

17. Notwithstanding any provision of this Contract to the contrary, in the event of any emergency circumstance involving the sudden discharge or the immediate threat of a sudden discharge of any Hazardous Materials which threatens any irreparable harm to the environment or the health and safety of any individual (a "Hazardous Materials Incident"), the Contractor shall undertake such emergency response to such Hazardous Materials Incident. A Hazardous Materials Incident shall include, but not be limited to, those incidents of spilling, dumping or abandonment of a Hazardous Material, whether or not such spilling, dumping or abandonment is found to threaten immediate and irreparable harm. Further, in the event of any such Hazardous Materials Incident, the Contractor shall notify the County within one (1) hour by telephone and within forty-eight (48) hours in writing of the Hazardous Materials Incident and the emergency response undertaken by the Contractor

18. **INSURANCE.** The Contractor shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B attached hereto. The Contractor, prior to commencing the Services and during the term of this Contract, shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall

provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

19. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor to the County prior to commencement of the Services. Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance have been accepted by the County.

20. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, sexual orientation, religion, national origin or ancestry, disability or age. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by the Contractor. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment.

21. **NON-APPROPRIATION.**

(a) **Appropriation of Funds.** For the express purpose of complying with the County's financial obligations hereunder, the County will appropriate funds equal to or in excess of the Order Price. The County will not issue a change order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the County Representative.

(b) **Subsequent Fiscal Years.** The payment of County obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

22. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the Standard of Care as defined

herein; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

23. NOTICES.

(a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Contractor:
Miller Timber Services
Attn: Robert Ryland
PO Box 638
Philomath, OR 97370
Tele: 719-588-1311
E-Mail: robert@millertimber.com

The County:
Director of Open Space Division
700 Jefferson County Pkwy., #100
Golden, CO 80401
Tele: 303-271-5925
E-Mail: parks@jeffco.us

with a copy to:
Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

24. MISCELLANEOUS PROVISIONS.

(a) Compliance with Laws. The Contractor shall observe and comply with all applicable Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Notwithstanding anything to the contrary in the foregoing, if any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Contractor will immediately report such discrepancy or inconsistency to the County and will conform its work to any orders or instructions issued by the County.

(b) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it

any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(d) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor or to which the Contractor has access during the performance of the Services (the "County Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. The Contractor shall not disclose to any third party any County Document or Deliverable without the prior written approval of the County unless required under the Colorado Public Records Act or other law.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(g) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(h) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit

from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(i) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(j) No Third-Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(k) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(l) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

(m) Severability. If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.

(n) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(o) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

COUNTY OF JEFFERSON
STATE OF COLORADO

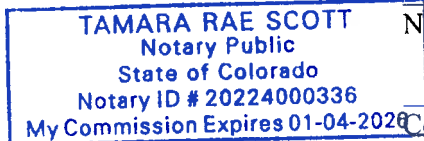
By: 

Vera Braeckman-Kennedy
Purchasing Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this 22 day of September 2022
by Vera Braeckman-Kennedy as Purchasing Manager for the County of Jefferson, State of
Colorado.

[SEAL]





Notary's official signature

1-4-28

Commission expiration date

APPROVED AS TO FORM:

Digitally signed by Kurtis D. Behn

Kurtis D. Behn

Behn
Date: 2022.09.21 09:23:26
+06'00'


Kurtis D. Behn

Assistant Deputy County Attorney

(Signatures continue on next page)

CONTRACTOR:

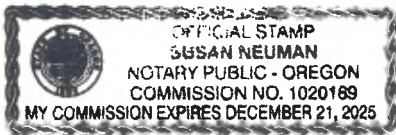
MILLER TIMBER SERVICES, INC., an Oregon corporation

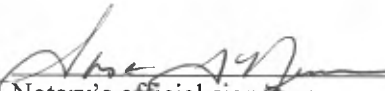
By 
Mathew Mattioda, Chief Forester and Vice President of CTL Systems

OREGON
STATE OF ~~COLORADO~~
COUNTY OF Benton

The foregoing Contract was acknowledged before me this 31st day of August, 2022 by Mathew Mattioda as Chief Forester and Vice President of CTL Systems of Miller Timber Services, Inc.

[SEAL]




Notary's official signature

12/21/2025
Commission expiration date

EXHIBIT A

COST PER ACRE RATE SHEET

(see attached)

Price Per Acre Rate Sheet

We at Miller Timber Services, Inc. aim to give land managers the best rates possible for all forestry work. As a result, our prices are highly dependent on the individual project sites and scopes of work. Forest types (Ponderosa vs. Lodgepole) play less of a role on cost than many other factors. Factors that drive our pricing the most include stand density and how many trees are being removed, biomass treatments, handwork components, slash treatment methods, distance from stump to landings, and additional needs that will be assessed on a per project basis. The following numbers are valid across the common conifer stand types in Colorado. This is not a complete list of capabilities.

Mechanical Thinning 0-35% slope:	\$1800-3000 per acre
Mechanical Thinning 36-75% slope:	\$2800-6000 per acre
Utilizing slash in harvester/forwarder trails:	included in above prices
Forwarding Logs to landing:	included in above prices
Forwarding slash to landing:	additional \$500-1999 per acre
Chipping Slash within cut unit:	additional \$1800-2800 per acre
Piling Slash within cut unit:	additional \$500-1900 per acre
Mastication 0-35% slope:	additional \$2500-3500 per acre
Mastication 36-75% slope:	additional \$3500-4500 per acre
Hand cutting Biomass:	additional \$300-500 per acre

EXHIBIT B

INSURANCE REQUIREMENTS

(see attached)

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County's certificate compliance system. You will be receiving a registration e-mail from <u>certificatecompliance@imacorp.com</u>.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and excess liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability 	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Excess/Umbrella Liability	\$2M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required

	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required

JEFFERSON

COUNTY

Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

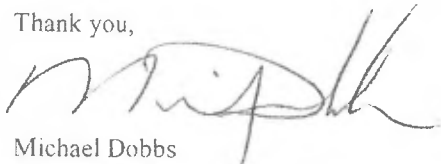
- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,



Michael Dobbs
Director, Safety and Compliance

**MASTER CONTRACT FOR WILDFIRE MITIGATION AND FOREST
RESTORATION PROJECTS**

THIS MASTER CONTRACT (this “Contract”), dated for reference purposes only this 28th day of July 2022, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **FB’s INC. DBA P&A TREE SERVICE** a Colorado corporation, (the “Contractor”).

RECITALS

- A. The County distributed a Request for Statement of Qualifications, Number 22-4886Z-OS for Wildfire Mitigation and Forest Restoration Projects, to be identified at later dates, as more fully described in the Request for Statement of Qualifications documents and all addenda and attachments, including all plans and specifications, collectively referred to as the “Request for Statement of Qualifications” or “SOQ.”
- B. The Contractor is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of the following:

- (a) This Contract;
- (b) Any written Order issued pursuant to this Contract;
- (c) The SOQ;
- (d) The Contractor’s Response to the SOQ;
- (e) Cost Per Acre Rate Sheet, attached hereto as Exhibit A; and
- (f) Insurance Requirements, attached hereto as Exhibit B,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the County’s scope of services and the Contractor’s scope of services, the County’s scope of services shall control.

2. **DESCRIPTIONS OF SERVICES.**

(a) **The Services.** The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Services"). The Contractor shall perform the Services in a professional manner to the satisfaction of the County. The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care") and in strict accordance with the provisions of the Contract Documents. The Contractor shall complete each task and service in strict accordance with the schedule established by the County Representative. The Contractor agrees that this Contract does not guarantee that any work, or any specific level of work, will be awarded to the Contractor. The Contractor understands that it may not be the only contractor providing these types of services to the County.

(b) **Orders.** An Order may consist of a written purchase order for Services, including work based upon a written proposal by the Contractor. A written Order shall contain a description of the Project, the Order Price, the period of performance for the Project, and the insurance requirements if different from the requirements specified on Exhibit C. Unless otherwise specified in a written Order, the Order Price shall be an amount calculated in accordance with the Contract Documents. All Orders are subject to the terms and conditions of this Contract. Additional or differing provisions proposed by the Contractor or included in any documentation submitted by the Contractor to the County are hereby objected to by the County and have no effect unless accepted in writing by the County Representative.

3. **AUTHORIZED REPRESENTATIVES.** The County and the Contractor shall designate their Authorized Representatives in the Order(s) issued pursuant to this Contract. The County may also designate a Project Manager for the County. The Contractor Representative shall have the authority to bind the Contractor with respect to the Services. The Contractor Representative shall also be responsible for advising the County of the status of the Services and for assuring frequent and effective communication with the County. In the event the County Representative is not satisfied with the management, supervision, or other performance of the Contractor Representative, the County Representative may require that the Contractor designate another individual to serve as the Contractor Representative. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the designated Contractor Representative unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute.

4. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

5. **TERM, PERIOD OF PERFORMANCE.**

(a) **Term.** The term of this Contract shall be one year, commencing on date of full execution of this Contract and terminating one year thereafter, unless earlier terminated in accordance with the terms of this Contract. The County shall have the option to renew this Contract for four (4) additional one-year terms by giving written notice of such renewal to the Contractor prior to the expiration of the then-current term.

(b) **Period of Performance.** The Contractor shall begin the Services on or before the fifth calendar day after receipt of the notice to proceed (the "Start Date") and shall complete the Services and fulfill all of its other obligations within the number of days set forth in the Order (the "Completion Date"), and pursuant to the requirements specified in the Scope of Services. All time limits are of the essence in this Contract. No Services on a Project shall be performed by the Contractor until a notice to proceed for that Project is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance.

6. **PRICE AND PAYMENT.** The County shall pay the Contractor the amount set forth in the Order that is issued for each specific Project (the "Order Price") in accordance with the Cost Per Acre Rate Sheet set forth in Exhibit A attached hereto and incorporated herein.

(a) **Invoices.** Unless a different payment schedule is specified in the Order, the Contractor shall prepare monthly invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The invoice shall be subject to review and approval by the County Representative. The County shall pay all amounts properly invoiced and documented within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any over-payment revealed by any subsequent audit or inspection. Unless previously approved by the County Representative, the Contractor shall not be entitled to reimbursement for meals, entertainment or other administrative or overhead (copies, telephone, supplies, etc.) costs.

(b) **Records.** The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Services, together with any invoices, time cards, or other supporting data reasonably requested.

(c) **Incorrect Payments.** Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **KNOWLEDGE OF THE SERVICES.** Before commencing Services on a Project, the Contractor will become fully informed regarding the Services and any materials or equipment required including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Services or of the provisions contained in this Contract and in the other Contract Documents.

8. **CHANGES IN THE SERVICES.** The County Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary or convenient to accomplish the purposes intended to be provided under this Contract or any Order issued hereunder. The County Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process change orders affecting the Order Price or quantity of services to be performed. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the Services, there shall be an equitable adjustment to the Order Price, or in the time for performance, or both. The Contractor shall not be obligated to proceed with the changed or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the Services have been agreed upon, and (2) a change order or Contract or Order amendment has been signed by Contractor and the County. The County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein.

9. **SECURITY AND ON-SITE PROCEDURES.** At the option of the County, all on-site personnel utilized by the Contractor ("Personnel"), including employees, subcontractors, or other agents, shall undergo background checks and will be issued Contractor badges and/or keys. When badges/keys are required, Personnel shall not be able to access the work site until he/she has been issued a key and/or the badge that he/she shall be required to display at all times while working on-site. The Contractor shall be responsible for ensuring that the badge issued to a specific individual is strictly and exclusively worn by that individual. Badges shall under no circumstances be shared. At the discretion of the County, random badge checks may be conducted. Personnel found without a badge or wearing a badge not issued to them shall immediately be removed from the job site. The Contractor shall be required to return to the County Representative all badges and keys issued to Personnel within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the County will charge the Contractor fifty dollars (\$50.00) per missing badge. If the Contractor is unable to return all issued keys on or before the Return Date, then the Contractor shall be responsible for the costs of re-keying all areas that may be accessed by the key or keys, including, but not limited to, replacing locks and obtaining copies of new keys for County Staff. The costs for missing badges and keys shall be deducted from any sum payable hereunder before final payment to the Contractor.

10. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

11. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of

termination, the Contractor shall incur no additional expenses and shall perform no further Services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS.** The Contractor shall not assign this Contract or employ any subcontractor without the prior written consent of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Contractor shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage of each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract. Subject to these limitations, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. **INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** In performing the Work, the Contractor acts as an independent contractor and is not acting as an agent, servant or employee of the County. **The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.**

15. **INDEMNIFICATION.** Except to the extent limited by C.R.S. 13-50.5-102, the Contractor agrees to and does indemnify, defend and hold the County and its officials, agents

and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses (including reasonable attorney's fees), relating to or arising out of: (1) any willful misconduct or negligent act or omission of the Contractor and its employees, agents or subcontractors in connection with the performance of the Services; (2) any breach of any covenant, representation or warranty made by the Contractor under this Contract; and (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; and (4) any workers' compensation claims brought by any officer, employee, subcontractor or agent of the Contractor relating to or arising out of such person's performance of the Services.

16. ENVIRONMENTAL REPRESENTATIONS.

(a) The term "Hazardous Materials" herein means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos, insecticides, herbicides, or any hazardous toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulation; provided, however, that the term Hazardous Materials shall not include any such substances, materials or wastes of the type and in quantities normally associated with residential uses.

(b) The Contractor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials claims or litigation, without providing prior written notice to the County.

17. Notwithstanding any provision of this Contract to the contrary, in the event of any emergency circumstance involving the sudden discharge or the immediate threat of a sudden discharge of any Hazardous Materials which threatens any irreparable harm to the environment or the health and safety of any individual (a "Hazardous Materials Incident"), the Contractor shall undertake such emergency response to such Hazardous Materials Incident. A Hazardous Materials Incident shall include, but not be limited to, those incidents of spilling, dumping or abandonment of a Hazardous Material, whether or not such spilling, dumping or abandonment is found to threaten immediate and irreparable harm. Further, in the event of any such Hazardous Materials Incident, the Contractor shall notify the County within one (1) hour by telephone and within forty-eight (48) hours in writing of the Hazardous Materials Incident and the emergency response undertaken by the Contractor

18. **INSURANCE.** The Contractor shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B attached hereto. The Contractor, prior to commencing the Services and during the term of this Contract, shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall

provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

19. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor to the County prior to commencement of the Services. Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance have been accepted by the County.

20. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, sexual orientation, religion, national origin or ancestry, disability or age. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by the Contractor. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment.

21. **NON-APPROPRIATION.**

(a) **Appropriation of Funds.** For the express purpose of complying with the County's financial obligations hereunder, the County will appropriate funds equal to or in excess of the Order Price. The County will not issue a change order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the County Representative.

(b) **Subsequent Fiscal Years.** The payment of County obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

22. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the Standard of Care as defined

herein; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

23. **NOTICES.**

(a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Contractor:
P&A Tree Service
Attn: Frank Grzesk
PO Box 403
Alma, CO 80420
Tele: 970-406-0228
E-Mail: mntreeservice@yahoo.com

The County:
Director of Open Space Division
700 Jefferson County Pkwy., #100
Golden, CO 80401
Tele: 303-271-5925
E-Mail: parks@jeffco.us

with a copy to:
Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

24. MISCELLANEOUS PROVISIONS.

(a) Compliance with Laws. The Contractor shall observe and comply with all applicable Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Notwithstanding anything to the contrary in the foregoing, if any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Contractor will immediately report such discrepancy or inconsistency to the County and will conform its work to any orders or instructions issued by the County.

(b) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it

any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(d) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor or to which the Contractor has access during the performance of the Services (the "County Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. The Contractor shall not disclose to any third party any County Document or Deliverable without the prior written approval of the County unless required under the Colorado Public Records Act or other law.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(g) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(h) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit

from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(i) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(j) No Third-Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(k) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(l) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

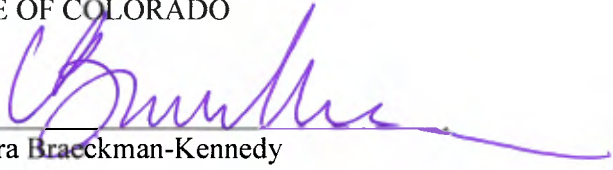
(m) Severability. If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.

(n) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(o) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

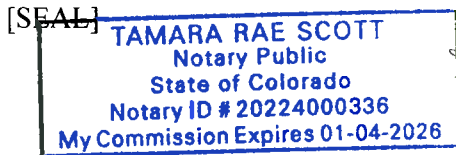
IN WITNESS WHEREOF, the parties hereto have executed this Contract.

COUNTY OF JEFFERSON
STATE OF COLORADO

By: 
Vera Braeckman-Kennedy
Purchasing Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this 22 day of September, 2022,
by Vera Braeckman-Kennedy as Purchasing Manager for the County of Jefferson, State of
Colorado.




Notary's official signature

1-4-28
Commission expiration date

APPROVED AS TO FORM:


Digitally signed by Kurtis D.
Behn
Date: 2022.09.21 09:07:02
-06'00'

Kurtis D. Behn
Assistant Deputy County Attorney

(Signatures continue on next page)

CONTRACTOR:

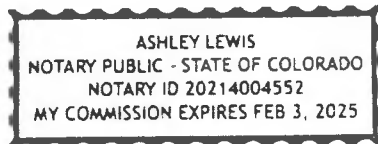
FB's INC. DBA P&A TREE SERVICE, a Colorado corporation

By 
Frank Grzesk, President

STATE OF COLORADO
COUNTY OF SUMMIT

The foregoing Contract was acknowledged before me this 15 day of SEPTEMBER, 2022
by Frank Grzesk as President of FB's Inc. dba P&A Tree Service.

[SEAL]




Notary's official signature

2/3/25
Commission expiration date

EXHIBIT A

COST PER ACRE RATE SHEET

(see attached)

FB's Inc dba P&A Tree Service
Frank Grzesk
PO Box 403, Alma, CO 80420
970-406-0228
mtntreeservice@yahoo.com

Cost Per Acre Rate Sheet -

- 1. Ponderosa Pine: \$550 per acre to \$3400 per acre**
- 2. Lodgepole Pine: \$950 per acre to \$4000 per acre**
- 3. Mixed Conifer: \$700 per acre to \$3650 per acre**

EXHIBIT B

INSURANCE REQUIREMENTS

(see attached)

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County's certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and excess liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability 	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Excess/Umbrella Liability	\$2M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required

	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required

Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

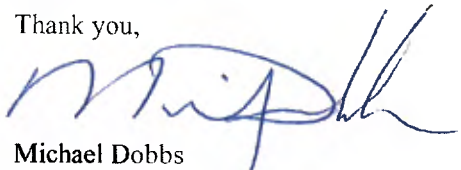
- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,



Michael Dobbs
Director, Safety and Compliance

**MASTER CONTRACT FOR WILDFIRE MITIGATION AND FOREST
RESTORATION PROJECTS**

THIS MASTER CONTRACT (this “Contract”), dated for reference purposes only this 28th day of July 2022, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **SPLINTERED FOREST, LLC**, a Colorado limited liability company, (the “Contractor”).

RECITALS

- A. The County distributed a Request for Statement of Qualifications, Number 22-4886Z-OS for Wildfire Mitigation and Forest Restoration Projects, to be identified at later dates, as more fully described in the Request for Statement of Qualifications documents and all addenda and attachments, including all plans and specifications, collectively referred to as the “Request for Statement of Qualifications” or “SOQ.”
- B. The Contractor is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS**. The “Contract Documents” shall consist of the following:

- (a) This Contract;
- (b) Any written Order issued pursuant to this Contract;
- (c) The SOQ;
- (d) The Contractor’s Response to the SOQ;
- (e) Cost Per Acre Rate Sheet, attached hereto as Exhibit A; and
- (f) Insurance Requirements, attached hereto as Exhibit B,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the County’s scope of services and the Contractor’s scope of services, the County’s scope of services shall control.

2. **DESCRIPTIONS OF SERVICES.**

(a) **The Services.** The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Services"). The Contractor shall perform the Services in a professional manner to the satisfaction of the County. The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care") and in strict accordance with the provisions of the Contract Documents. The Contractor shall complete each task and service in strict accordance with the schedule established by the County Representative. The Contractor agrees that this Contract does not guarantee that any work, or any specific level of work, will be awarded to the Contractor. The Contractor understands that it may not be the only contractor providing these types of services to the County.

(b) **Orders.** An Order may consist of a written purchase order for Services, including work based upon a written proposal by the Contractor. A written Order shall contain a description of the Project, the Order Price, the period of performance for the Project, and the insurance requirements if different from the requirements specified on Exhibit C. Unless otherwise specified in a written Order, the Order Price shall be an amount calculated in accordance with the Contract Documents. All Orders are subject to the terms and conditions of this Contract. Additional or differing provisions proposed by the Contractor or included in any documentation submitted by the Contractor to the County are hereby objected to by the County and have no effect unless accepted in writing by the County Representative.

3. **AUTHORIZED REPRESENTATIVES.** The County and the Contractor shall designate their Authorized Representatives in the Order(s) issued pursuant to this Contract. The County may also designate a Project Manager for the County. The Contractor Representative shall have the authority to bind the Contractor with respect to the Services. The Contractor Representative shall also be responsible for advising the County of the status of the Services and for assuring frequent and effective communication with the County. In the event the County Representative is not satisfied with the management, supervision, or other performance of the Contractor Representative, the County Representative may require that the Contractor designate another individual to serve as the Contractor Representative. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the designated Contractor Representative unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute.

4. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

5. **TERM, PERIOD OF PERFORMANCE.**

(a) **Term.** The term of this Contract shall be one year, commencing on date of full execution of this Contract and terminating one year thereafter, unless earlier terminated in accordance with the terms of this Contract. The County shall have the option to renew this Contract for four (4) additional one-year terms by giving written notice of such renewal to the Contractor prior to the expiration of the then-current term.

(b) **Period of Performance.** The Contractor shall begin the Services on or before the fifth calendar day after receipt of the notice to proceed (the "Start Date") and shall complete the Services and fulfill all of its other obligations within the number of days set forth in the Order (the "Completion Date"), and pursuant to the requirements specified in the Scope of Services. All time limits are of the essence in this Contract. No Services on a Project shall be performed by the Contractor until a notice to proceed for that Project is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance.

6. **PRICE AND PAYMENT.** The County shall pay the Contractor the amount set forth in the Order that is issued for each specific Project (the "Order Price") in accordance with the Cost Per Acre Rate Sheet set forth in Exhibit A attached hereto and incorporated herein.

(a) **Invoices.** Unless a different payment schedule is specified in the Order, the Contractor shall prepare monthly invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The invoice shall be subject to review and approval by the County Representative. The County shall pay all amounts properly invoiced and documented within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any over-payment revealed by any subsequent audit or inspection. Unless previously approved by the County Representative, the Contractor shall not be entitled to reimbursement for meals, entertainment or other administrative or overhead (copies, telephone, supplies, etc.) costs.

(b) **Records.** The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Services, together with any invoices, time cards, or other supporting data reasonably requested.

(c) **Incorrect Payments.** Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **KNOWLEDGE OF THE SERVICES.** Before commencing Services on a Project, the Contractor will become fully informed regarding the Services and any materials or equipment required including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Services or of the provisions contained in this Contract and in the other Contract Documents.

8. **CHANGES IN THE SERVICES.** The County Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary or convenient to accomplish the purposes intended to be provided under this Contract or any Order issued hereunder. The County Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process change orders affecting the Order Price or quantity of services to be performed. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the Services, there shall be an equitable adjustment to the Order Price, or in the time for performance, or both. The Contractor shall not be obligated to proceed with the changed or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the Services have been agreed upon, and (2) a change order or Contract or Order amendment has been signed by Contractor and the County. The County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein.

9. **SECURITY AND ON-SITE PROCEDURES.** At the option of the County, all on-site personnel utilized by the Contractor ("Personnel"), including employees, subcontractors, or other agents, shall undergo background checks and will be issued Contractor badges and/or keys. When badges/keys are required, Personnel shall not be able to access the work site until he/she has been issued a key and/or the badge that he/she shall be required to display at all times while working on-site. The Contractor shall be responsible for ensuring that the badge issued to a specific individual is strictly and exclusively worn by that individual. Badges shall under no circumstances be shared. At the discretion of the County, random badge checks may be conducted. Personnel found without a badge or wearing a badge not issued to them shall immediately be removed from the job site. The Contractor shall be required to return to the County Representative all badges and keys issued to Personnel within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the County will charge the Contractor fifty dollars (\$50.00) per missing badge. If the Contractor is unable to return all issued keys on or before the Return Date, then the Contractor shall be responsible for the costs of re-keying all areas that may be accessed by the key or keys, including, but not limited to, replacing locks and obtaining copies of new keys for County Staff. The costs for missing badges and keys shall be deducted from any sum payable hereunder before final payment to the Contractor.

10. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

11. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of

termination, the Contractor shall incur no additional expenses and shall perform no further Services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS.** The Contractor shall not assign this Contract or employ any subcontractor without the prior written consent of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Contractor shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage of each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract. Subject to these limitations, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. **INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** In performing the Work, the Contractor acts as an independent contractor and is not acting as an agent, servant or employee of the County. **The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.**

15. **INDEMNIFICATION.** Except to the extent limited by C.R.S. 13-50.5-102, the Contractor agrees to and does indemnify, defend and hold the County and its officials, agents

and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses (including reasonable attorney's fees), relating to or arising out of: (1) any willful misconduct or negligent act or omission of the Contractor and its employees, agents or subcontractors in connection with the performance of the Services; (2) any breach of any covenant, representation or warranty made by the Contractor under this Contract; and (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; and (4) any workers' compensation claims brought by any officer, employee, subcontractor or agent of the Contractor relating to or arising out of such person's performance of the Services.

16. **ENVIRONMENTAL REPRESENTATIONS.**

(a) The term "Hazardous Materials" herein means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos, insecticides, herbicides, or any hazardous toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulation; provided, however, that the term Hazardous Materials shall not include any such substances, materials or wastes of the type and in quantities normally associated with residential uses.

(b) The Contractor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials claims or litigation, without providing prior written notice to the County.

17. Notwithstanding any provision of this Contract to the contrary, in the event of any emergency circumstance involving the sudden discharge or the immediate threat of a sudden discharge of any Hazardous Materials which threatens any irreparable harm to the environment or the health and safety of any individual (a "Hazardous Materials Incident"), the Contractor shall undertake such emergency response to such Hazardous Materials Incident. A Hazardous Materials Incident shall include, but not be limited to, those incidents of spilling, dumping or abandonment of a Hazardous Material, whether or not such spilling, dumping or abandonment is found to threaten immediate and irreparable harm. Further, in the event of any such Hazardous Materials Incident, the Contractor shall notify the County within one (1) hour by telephone and within forty-eight (48) hours in writing of the Hazardous Materials Incident and the emergency response undertaken by the Contractor

18. **INSURANCE.** The Contractor shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B attached hereto. The Contractor, prior to commencing the Services and during the term of this Contract, shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall

provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

19. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor to the County prior to commencement of the Services. Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance have been accepted by the County.

20. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, sexual orientation, religion, national origin or ancestry, disability or age. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by the Contractor. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment.

21. **NON-APPROPRIATION.**

(a) **Appropriation of Funds.** For the express purpose of complying with the County's financial obligations hereunder, the County will appropriate funds equal to or in excess of the Order Price. The County will not issue a change order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the County Representative.

(b) **Subsequent Fiscal Years.** The payment of County obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

22. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the Standard of Care as defined

herein; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

23. NOTICES.

(a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Contractor:
Splintered Forest, LLC
Attn: Kara Gates
59 West Floyd Avenue, #208
Englewood, CO 80110
Tele: 303-710-7534
E-Mail: sales@splinteredforest.com

The County:
Director of Open Space Division
700 Jefferson County Pkwy., #100
Golden, CO 80401
Tele: 303-271-5925
E-Mail: parks@jeffco.us

with a copy to:
Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

24. MISCELLANEOUS PROVISIONS.

(a) Compliance with Laws. The Contractor shall observe and comply with all applicable Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Notwithstanding anything to the contrary in the foregoing, if any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Contractor will immediately report such discrepancy or inconsistency to the County and will conform its work to any orders or instructions issued by the County.

(b) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it

any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(d) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor or to which the Contractor has access during the performance of the Services (the "County Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. The Contractor shall not disclose to any third party any County Document or Deliverable without the prior written approval of the County unless required under the Colorado Public Records Act or other law.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(g) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(h) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit

from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(i) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(j) No Third-Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(k) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(l) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

(m) Severability. If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.

(n) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(o) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

COUNTY OF JEFFERSON
STATE OF COLORADO

By: _____

Vera Braeckman-Kennedy
Purchasing Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this 22 day of September, 2022
by Vera Braeckman-Kennedy as Purchasing Manager for the County of Jefferson, State of
Colorado.

[SEAL]

TAMARA RAE SCOTT
Notary Public
State of Colorado
Notary ID # 20224000336
My Commission Expires 01-04-2026

Tamara R. Scott
Notary's official signature

1-4-28
Commission expiration date

APPROVED AS TO FORM:

Kurtis D. Behn

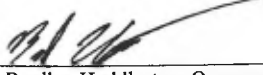
Digitally signed by Kurtis D.
Behn
Date: 2022.09.21 09:05:40
-06'00'

Kurtis D. Behn
Assistant Deputy County Attorney

(Signatures continue on next page)

CONTRACTOR:

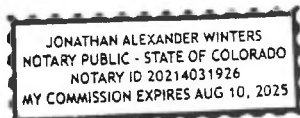
SPLINTERED FOREST, LLC, a Colorado limited liability company

By 
Bradley Huddleston, Owner and Sole Member

STATE OF COLORADO
COUNTY OF Jefferson

The foregoing Contract was acknowledged before me this 7th day of September, 2022
by Bradley Huddleston as Owner and Sole Member of Splintered Forest, Inc.

[SEAL]



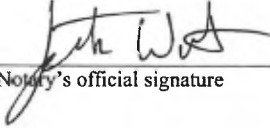

Notary's official signature

EXHIBIT A

COST PER ACRE RATE SHEET

(see attached)

EXHIBIT B

INSURANCE REQUIREMENTS

(see attached)

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County's certificate compliance system. You will be receiving a registration e-mail from <u>certificatecompliance@imacorp.com</u>.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and excess liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability 	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Excess/Umbrella Liability	\$2M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required

	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required



Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,

A handwritten signature in blue ink, appearing to read "m. dobbs", is written over a horizontal line.

Michael Dobbs
Director, Safety and Compliance



COST PER ACRE RATE SHEET – EXHIBIT A

Splintered Forest, LLC can provide the following ranges for a cost per acre estimate. We are happy to provide amended/specific pricing when more details about projects and terrain becomes available.

Ponderosa Pine

\$6,000-\$8,000 per acre

Lodgepole Pine

\$5,000-\$6,000 per acre

Mixed Conifer

\$4,000-\$6,000 per acre

Splintered Forest, LLC

59 West Floyd Avenue #208 • Englewood, Colorado 80110
(303) 819-9840 • Sales@SplinteredForest.com • www.splinteredforest.com

**MASTER CONTRACT FOR WILDFIRE MITIGATION AND FOREST
RESTORATION PROJECTS**

THIS MASTER CONTRACT (this “Contract”), dated for reference purposes only this 28th day of July 2022, is by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the “County”) and **SUMMITT FORESTS, INC.**, a California corporation, (the “Contractor”).

RECITALS

- A. The County distributed a Request for Statement of Qualifications, Number 22-4886Z-OS for Wildfire Mitigation and Forest Restoration Projects, to be identified at later dates, as more fully described in the Request for Statement of Qualifications documents and all addenda and attachments, including all plans and specifications, collectively referred to as the “Request for Statement of Qualifications” or “SOQ.”
- B. The Contractor is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of the following:

- (a) This Contract;
- (b) Any written Order issued pursuant to this Contract;
- (c) The SOQ;
- (d) The Contractor’s Response to the SOQ;
- (e) Cost Per Acre Rate Sheet, attached hereto as Exhibit A; and
- (f) Insurance Requirements, attached hereto as Exhibit B,

all of which are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control. If there is a conflict between the County’s scope of services and the Contractor’s scope of services, the County’s scope of services shall control.

2. **DESCRIPTIONS OF SERVICES.**

(a) **The Services.** The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the "Services"). The Contractor shall perform the Services in a professional manner to the satisfaction of the County. The Contractor warrants that it is fully qualified to perform the Services and shall perform the Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care") and in strict accordance with the provisions of the Contract Documents. The Contractor shall complete each task and service in strict accordance with the schedule established by the County Representative. The Contractor agrees that this Contract does not guarantee that any work, or any specific level of work, will be awarded to the Contractor. The Contractor understands that it may not be the only contractor providing these types of services to the County.

(b) **Orders.** An Order may consist of a written purchase order for Services, including work based upon a written proposal by the Contractor. A written Order shall contain a description of the Project, the Order Price, the period of performance for the Project, and the insurance requirements if different from the requirements specified on Exhibit C. Unless otherwise specified in a written Order, the Order Price shall be an amount calculated in accordance with the Contract Documents. All Orders are subject to the terms and conditions of this Contract. Additional or differing provisions proposed by the Contractor or included in any documentation submitted by the Contractor to the County are hereby objected to by the County and have no effect unless accepted in writing by the County Representative.

3. **AUTHORIZED REPRESENTATIVES.** The County and the Contractor shall designate their Authorized Representatives in the Order(s) issued pursuant to this Contract. The County may also designate a Project Manager for the County. The Contractor Representative shall have the authority to bind the Contractor with respect to the Services. The Contractor Representative shall also be responsible for advising the County of the status of the Services and for assuring frequent and effective communication with the County. In the event the County Representative is not satisfied with the management, supervision, or other performance of the Contractor Representative, the County Representative may require that the Contractor designate another individual to serve as the Contractor Representative. The County may change its representative at any time by notice to the Contractor. The Contractor shall not replace the designated Contractor Representative unless: (a) the County requests a replacement, or (b) the Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute.

4. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the County, conferences with the Contractor are necessary or desirable to explain or correct Services, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

5. **TERM, PERIOD OF PERFORMANCE.**

(a) **Term.** The term of this Contract shall be one year, commencing on date of full execution of this Contract and terminating one year thereafter, unless earlier terminated in accordance with the terms of this Contract. The County shall have the option to renew this Contract for four (4) additional one-year terms by giving written notice of such renewal to the Contractor prior to the expiration of the then-current term.

(b) **Period of Performance.** The Contractor shall begin the Services on or before the fifth calendar day after receipt of the notice to proceed (the "Start Date") and shall complete the Services and fulfill all of its other obligations within the number of days set forth in the Order (the "Completion Date"), and pursuant to the requirements specified in the Scope of Services. All time limits are of the essence in this Contract. No Services on a Project shall be performed by the Contractor until a notice to proceed for that Project is given by the County Representative. The Contractor acknowledges that a notice to proceed will not be issued until the County has received acceptable certificates of insurance.

6. **PRICE AND PAYMENT.** The County shall pay the Contractor the amount set forth in the Order that is issued for each specific Project (the "Order Price") in accordance with the Cost Per Acre Rate Sheet set forth in Exhibit A attached hereto and incorporated herein.

(a) **Invoices.** Unless a different payment schedule is specified in the Order, the Contractor shall prepare monthly invoices at its sole cost and shall include sufficient detail as determined by the County to enable the County to verify the appropriateness of the invoice. The invoice shall be subject to review and approval by the County Representative. The County shall pay all amounts properly invoiced and documented within thirty (30) calendar days of the County Representative's approval of the invoice and the Services described therein. The County shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the County's right to recover in full any over-payment revealed by any subsequent audit or inspection. Unless previously approved by the County Representative, the Contractor shall not be entitled to reimbursement for meals, entertainment or other administrative or overhead (copies, telephone, supplies, etc.) costs.

(b) **Records.** The Contractor shall maintain complete and accurate records of time spent and materials used for performance of the Services, together with any invoices, time cards, or other supporting data reasonably requested.

(c) **Incorrect Payments.** Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between County and Contractor.

7. **KNOWLEDGE OF THE SERVICES.** Before commencing Services on a Project, the Contractor will become fully informed regarding the Services and any materials or equipment required including the amount or quantity thereof. No adjustment or modification shall be allowed for any misunderstanding of the Services or of the provisions contained in this Contract and in the other Contract Documents.

8. **CHANGES IN THE SERVICES.** The County Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Services as may be necessary or convenient to accomplish the purposes intended to be provided under this Contract or any Order issued hereunder. The County Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Board of County Commissioners to initiate or process change orders affecting the Order Price or quantity of services to be performed. If any such change will result in an increase or decrease in the cost or time required for the performance of any part of the Services, there shall be an equitable adjustment to the Order Price, or in the time for performance, or both. The Contractor shall not be obligated to proceed with the changed or extra services until: (1) the value of such changes or extra services and the effect on the schedule of completion of the Services have been agreed upon, and (2) a change order or Contract or Order amendment has been signed by Contractor and the County. The County shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional work not specifically authorized as provided herein.

9. **SECURITY AND ON-SITE PROCEDURES.** At the option of the County, all on-site personnel utilized by the Contractor ("Personnel"), including employees, subcontractors, or other agents, shall undergo background checks and will be issued Contractor badges and/or keys. When badges/keys are required, Personnel shall not be able to access the work site until he/she has been issued a key and/or the badge that he/she shall be required to display at all times while working on-site. The Contractor shall be responsible for ensuring that the badge issued to a specific individual is strictly and exclusively worn by that individual. Badges shall under no circumstances be shared. At the discretion of the County, random badge checks may be conducted. Personnel found without a badge or wearing a badge not issued to them shall immediately be removed from the job site. The Contractor shall be required to return to the County Representative all badges and keys issued to Personnel within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the County will charge the Contractor fifty dollars (\$50.00) per missing badge. If the Contractor is unable to return all issued keys on or before the Return Date, then the Contractor shall be responsible for the costs of re-keying all areas that may be accessed by the key or keys, including, but not limited to, replacing locks and obtaining copies of new keys for County Staff. The costs for missing badges and keys shall be deducted from any sum payable hereunder before final payment to the Contractor.

10. **AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the County notwithstanding any signatures on such form by a County employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Contractor's forms shall be effective only to establish receipt of services.

11. **TERMINATION.** The County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of

termination, the Contractor shall incur no additional expenses and shall perform no further Services for the County under this Contract as of the date of receipt of the notice of termination, unless otherwise specified by the County. The County shall pay the Contractor for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by the County to be completed prior to termination and satisfactorily performed. In the event that the County terminates this Contract for cause, the provisions of the paragraph titled "Damages" shall apply.

12. **DAMAGES.** If the Contractor fails to comply with any material provision of the Contract, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by the County because of such failure. All time limits stated in this Contract are of the essence. The Contractor's failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by the County, including, without limitation, the County's cost to complete the Services together with any other expenses incurred, as determined by the County. The County may offset any amounts owed to it as damages against any monies due and owing to the Contractor under this Contract. In addition, the County shall be entitled to any other rights and remedies available to it in law or equity.

13. **NON-ASSIGNMENT, SUBCONTRACTORS.** The Contractor shall not assign this Contract or employ any subcontractor without the prior written consent of the County Representative. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Contractor shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage of each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers' compensation coverage. This Contract is voidable by the County and the County may terminate this Contract if the Contractor assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative's prior written consent shall be a material breach of this Contract. Subject to these limitations, this Contract will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

14. **INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** In performing the Work, the Contractor acts as an independent contractor and is not acting as an agent, servant or employee of the County. **The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the County. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.**

15. **INDEMNIFICATION.** Except to the extent limited by C.R.S. 13-50.5-102, the Contractor agrees to and does indemnify, defend and hold the County and its officials, agents

and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses (including reasonable attorney's fees), relating to or arising out of: (1) any willful misconduct or negligent act or omission of the Contractor and its employees, agents or subcontractors in connection with the performance of the Services; (2) any breach of any covenant, representation or warranty made by the Contractor under this Contract; and (3) use by the Contractor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Contractor or a third party) or the incorporation by the Contractor of intellectual property into the Services; and (4) any workers' compensation claims brought by any officer, employee, subcontractor or agent of the Contractor relating to or arising out of such person's performance of the Services.

16. ENVIRONMENTAL REPRESENTATIONS.

(a) The term "Hazardous Materials" herein means flammable or explosive materials, petroleum or petroleum products, oil, crude oil, methane gas or synthetic gas usable for fuel, radioactive materials, asbestos, insecticides, herbicides, or any hazardous toxic or dangerous substances, materials or wastes which are regulated under any applicable county, municipal, state or federal law, rule, ordinance, direction, or regulation; provided, however, that the term Hazardous Materials shall not include any such substances, materials or wastes of the type and in quantities normally associated with residential uses.

(b) The Contractor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the Premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Materials claims or litigation, without providing prior written notice to the County.

17. Notwithstanding any provision of this Contract to the contrary, in the event of any emergency circumstance involving the sudden discharge or the immediate threat of a sudden discharge of any Hazardous Materials which threatens any irreparable harm to the environment or the health and safety of any individual (a "Hazardous Materials Incident"), the Contractor shall undertake such emergency response to such Hazardous Materials Incident. A Hazardous Materials Incident shall include, but not be limited to, those incidents of spilling, dumping or abandonment of a Hazardous Material, whether or not such spilling, dumping or abandonment is found to threaten immediate and irreparable harm. Further, in the event of any such Hazardous Materials Incident, the Contractor shall notify the County within one (1) hour by telephone and within forty-eight (48) hours in writing of the Hazardous Materials Incident and the emergency response undertaken by the Contractor

18. **INSURANCE.** The Contractor shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B attached hereto. The Contractor, prior to commencing the Services and during the term of this Contract, shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Contractor shall

provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the County with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

19. **CERTIFICATE OF INSURANCE.** All certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor to the County prior to commencement of the Services. Within a reasonable time after submittal, the County shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the County shall review within a reasonable time. The County shall not issue a notice to proceed until all required certificates of insurance have been accepted by the County.

20. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, sexual orientation, religion, national origin or ancestry, disability or age. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by the Contractor. The term "Colorado labor" means any person who is a resident of the State of Colorado at the time of employment.

21. **NON-APPROPRIATION.**

(a) **Appropriation of Funds.** For the express purpose of complying with the County's financial obligations hereunder, the County will appropriate funds equal to or in excess of the Order Price. The County will not issue a change order or other order resulting in compensable work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional work. The Contractor will be provided written verification of such appropriation upon a request sent to the County Representative.

(b) **Subsequent Fiscal Years.** The payment of County obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The County's fiscal year is currently the calendar year.

22. **WARRANTIES.** The Contractor represents and warrants that:

(a) It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the Standard of Care as defined

herein; provided that this warranty shall not abrogate any independent duty of care owed by the Contractor to the County;

(b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;

(c) If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;

(d) The execution, delivery and performance of this Contract by the Contractor does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

23. **NOTICES.**

(a) "Key Notices" under this Contract are notices regarding Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Contractor:
Summitt Forests, Inc.
Attn: Scott Nelson, President
2305 Ashland Street ,Suite 104
PMB #432
Ashland, OR 97520
Tele: 541-535-8920
E-Mail: summittforests@gmail.com

The County:

Director of Open Space Division
700 Jefferson County Pkwy., #100
Golden, CO 80401
Tele: 303-271-5925
E-Mail: parks@jeffco.us

with a copy to:

Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, Colorado 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to the County shall include a reference to the Contract including the Contractor's name and the date of the Contract.

(b) Electronic Mail. The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic mail" means email.

24. MISCELLANEOUS PROVISIONS.

(a) Compliance with Laws. The Contractor shall observe and comply with all applicable Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Notwithstanding anything to the contrary in the foregoing, if any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, Contractor will immediately report such discrepancy or inconsistency to the County and will conform its work to any orders or instructions issued by the County.

(b) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.

(c) Conflict of Interest. The Contractor shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Contractor certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it

any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

(d) County's Ownership of Documents/Deliverables. Any data, documents or other things or information provided by the County to the Contractor or to which the Contractor has access during the performance of the Services (the "County Documents") and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Contractor (the "Deliverables") shall be and remain the sole property of the County at all times; and the Contractor shall not use any of the Deliverables or County Documents for any other purpose. The County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Contractor shall provide to the County all of the Deliverables and return all County Documents by the Completion Date or the earlier termination of this Contract. The Contractor shall not disclose to any third party any County Document or Deliverable without the prior written approval of the County unless required under the Colorado Public Records Act or other law.

(e) Confidentiality. During the course of Contractor's performance of the Services, Contractor may have access to certain confidential and proprietary information owned by the County that may be disclosed to Contractor and Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Contractor or Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Contractor or Contractor's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.

(f) Governing Law, Forum, Venue. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.

(g) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

(h) Sales Tax Exemption. The Contractor will not be required to pay Colorado State sales and use taxes for the Services. The Contractor may obtain a sales tax exemption permit

from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.

(i) Waiver. This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(j) No Third-Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et. seq., as amended. It is the express intention of the County and the Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

(k) Records Retention. The Contractor shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Contractor is notified in writing by the County of the need to extend the retention period. Copies of such records shall be furnished to the County upon request without charge by the Contractor.

(l) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

(m) Severability. If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.

(n) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(o) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

COUNTY OF JEFFERSON
STATE OF COLORADO

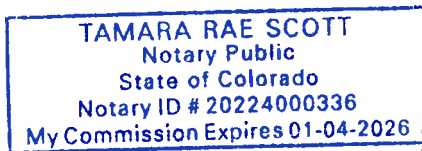
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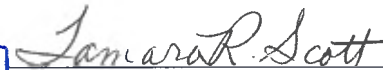
Vera Braeckman-Kennedy
Purchasing Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract was acknowledged before me this 22 day of September, 2022,
by Vera Braeckman-Kennedy as Purchasing Manager for the County of Jefferson, State of
Colorado.

[SEAL]




Notary's official signature

1-4-28
Commission expiration date

APPROVED AS TO FORM:
Digitally signed by Kurtis D. Behn

Kurtis D. Behn
Behn
Date: 2022.09.21 09:04:21
-06'00'

Kurtis D. Behn
Assistant Deputy County Attorney

(Signatures continue on next page)

CONTRACTOR:

SUMMITT FORESTS, INC., a California
corporation

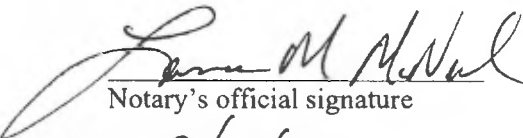
By


Scott Nelson, President

STATE OF Oregon
COUNTY OF Jackson

The foregoing Contract was acknowledged before me this 31st day of August, 2022
by Scott Nelson as President of Summitt Forests, Inc.

[SEAL]


Notary's official signature

8/10/24
Commission expiration date



EXHIBIT A

COST PER ACRE RATE SHEET

(see attached)



2305 ASHLAND STREET, SUITE 104, PMB 432
ASHLAND, OREGON 97520 – SCOTT NELSON, PRESIDENT
541-535-8920, Fax 541-535-9970, summittforests@gmail.com

Exhibit A

Cost Per Acre Rate Sheet

- i) **Ponderosa Pine** - \$250.00/acre Lop & Scatter to \$4,000.00/acre for full removal, mechanized, product other than logs (POL) treatment, and rehabilitation.
- ii) **Lodgepole Pine** - \$300.00/acre Lop & Scatter to \$5,000.00/acre for full removal, mechanized, product other than logs (POL) treatment, and rehabilitation.
- iii) **Mixed Conifer** - \$250.00/acre Lop & Scatter to \$5,500.00/acre for full removal, mechanized, product other than logs (POL) treatment, and rehabilitation.

Price Comment –

As stated in the submittal requirements of this request, Summitt would like to provide a range of costs per acre. Lop and scatter being the least involved, and generally, the most straight forward treatment is at the lower end of the pricing scale while POL treatment, removal and more mechanized equipment approaches will, undoubtedly, cost much more. These are only preliminary estimates of per acre prices and will change upon the information provided in the future and projects needing to be accomplished. Please feel free to contact us regarding any questions or clarifications needed on this pricing.

EXHIBIT B

INSURANCE REQUIREMENTS

(see attached)

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County's certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and excess liability policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability 	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Excess/Umbrella Liability	\$2M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required

	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required



Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,

A handwritten signature in blue ink, appearing to read "Michael Dobbs", is written over a horizontal line.

Michael Dobbs
Director, Safety and Compliance