

Additions to the April 1, 2015 BOCC Regular Meeting Agenda:

Under Administrative Matters:

- Item 5.c. Consideration of a funding request received from the Town of Ophir for a grant match to its DOLA broadband grant in the amount of \$5,000 / MOTION / *Lynn Black*

- Item 5.d. Consideration of an Agreement for Services with Bruin Waste Management LLC for operation of the Norwood Transfer Station and for the emptying and hauling of trash containers and recyclables for monthly base fee of \$1,300 and not to exceed \$70,000 annually / MOTION / *Dave Schneck*

SAN MIGUEL COUNTY

BOARD OF COMMISSIONERS

ELAINE FISCHER

ART GOODTIMES

JOAN MAY

REGULAR MEETING AGENDA

WEDNESDAY, APRIL 1, 2015

Second Floor, Miramonte Building, 333 W Colorado Ave
Telluride, Colorado

9:30 am

1. Call to order.
2. Review of Agenda.
3. Calendar Review.
4. CONSENT AGENDA:
 - a. Approval to authorize the distribution of the 2014 Federal Forest Funding (Secure Rural School Funding) to the three school districts, based on a proportionate pupil count: Telluride to receive \$27,090.98, Norwood to receive \$5,754.46, and Dolores County School to receive \$513.73.
 - b. Approval to re-appoint Bob Dempsey to regular seat on the San Miguel County Board of Adjustment to term expiring January 1, 2017.
 - c. Approval to re-appoint Angela Dye as a regular member to the County Open Space Commission.
 - d. Approval to appoint Ted Wilson to the San Miguel County Historical Commission for a two year term ending December 30, 2016.
 - e. Other, as needed

9:40 am

5. ADMINISTRATIVE MATTERS: (20min)
 - a. Update by Lone Tree Cemetery District Board / *Janie Goldberg, Ashley Deppen and Jeanne Buck Greenbank* (15min)
 - b. Consideration of Memorandum of Agreement with Ouray County Board of Commissioners for sharing 2015 Classification and Compensation Study costs / MOTION / *Lynn Black* (5min)
 - c. Other, as needed

10:00 am

6. ROAD AND BRIDGE MATTERS: (15min)
 - a. Consideration to award 2015 Road and Bridge Gravel Crushing Contract and to approve 2015 Agreement for Gravel Crushing Services with Black Canyon Aggregates, Inc. in the amount of \$94,040 / MOTION / *Mike Horner*
 - b. Consideration to award the replacement of the two fuel pumps at the Basin Shop to Eaton Sales & Service in the amount of \$14,387 with all work to comply with the Colorado Department of Labor's fuel storage and dispensing regulations / MOTION / *Mike Horner*
 - c. Consideration to authorize the purchase of used John Deere 772GP Motor Grader, SN 1DW772GPCEF664449, from Honnen Equipment in the amount of \$277,665, with half of funding to come from Capital Fund and transferred to the Road and Bridge Fund / MOTION / *Mike Horner*
 - d. Other, as needed

10:15 am

7. OPEN SPACE AND RECREATION MATTERS: (15min)
 - a. Approval to authorize contracting with Dave Foley, Backcountry Surveying, to survey the Rio Grande Southern Rail Road Right of Way in Ilium Valley with ratification of contract on April 22 agenda, and to authorize removal of existing wooden RGS RR bridge across the river for safety reasons, if survey determines bridge is located on county property / MOTION / *Linda Luther*
 - b. Approval to Authorize Open Space and Recreation (OSR) Department staff to express the county's support for Colorado Senate Bill 206 which addresses phased conservation easement donations, reduces CE costs for agricultural producers, and facilitates endangered species mitigation / MOTION / *Linda Luther*

- c. Other, as needed

10:30 am

- 8. ADMINISTRATOR'S REPORT: (15min)
 - a. Update with County Administrator / *Lynn Black*

10:45 am

- 9. COMMISSIONER AND PUBLIC DISCUSSION: (20min)
 - a. Public Discussion. (10min)
 - b. Update on Outside Meetings. (5min)
 - 1. Elaine Fischer-
 - 2. Art Goodtimes -
 - 3. Joan May – Airport
 - c. Website postings and press releases.
 - d. General Discussion. (5min)

11:05 am

- 10. ATTORNEY MATTERS: (Any of these items may involve an Executive Session)(10min)
 - a. Discussion regarding recreational access easement, Citation (4)(b) / Linda Luther / Steve Zwick
 - b. Update on litigation.
 - c. Other, as needed

11:15 am

- 11. Adjournment.

This agenda is subject to change including the addition of items or the deletion of items at any time. Times (except for public hearings) are approximate; lengths of discussions may be shorter or longer, at the board's discretion. If you are planning to come speak to a matter, let the board know by calling 728-3844, so we can be sure not to start an item earlier than scheduled.

Packet materials will be available on the San Miguel County website at www.sanmiguelcounty.org no later than 5:00 pm on the Friday prior to the meeting.

Agenda Distribution:

Miramonte Bldg.	Egnar Post Office	KOTO News
Courthouse Bldg.	Norwood Post Office	Norwood Post
Glockson Bldg.	Ophir Post Office	Telluride Daily Planet
Town of Telluride	Placerville Post Office	Watch
Town of Mountain Village	Town of Norwood	



SAN MIGUEL COUNTY
 Finance Office
 PO Box 486
 Norwood CO 81423
 970-327-4885

finance@sanmiguelcounty.org

March 26, 2015

To: Board of Commissioners, Kyle Schumacher, Dave Crews

From: Ramona Rummel, Finance Manager

RE: Distribution of National Forest Funding

San Miguel County is in receipt of the 2014 Federal Forest funding (SRS Funding) in the amount of \$33,359.17. It is currently being held in a trust account with the county treasurer.

There have been a few important changes to the method of distribution of these funds; primarily due to the lack of re-authorization of the Secure Rural School and Community Self Determination Act (SRS) by the federal government. All counties in the program received their 25% payment minus a 7.3% sequestration amount. There are no Title II or Title III funds this year.

Per CRS 30-29-101(4); since Colorado will receive less than \$6 million in receipts, 100% of the county receipts must be paid to EITHER the schools on a per pupil basis OR to the county Road & Bridge fund. This is different than in past years where the funding has been agreed upon to be split 50/50 between the county and school districts. The flexibility on the distribution is not available this year.

There is no statutory deadline for a decision to be made on the distribution of funds; however, if a decision is not made by September 30th, any amounts in the county's possession at that time will likely count against the June 2016 PILT payment to the county.

Below is a quick glance of how the funding would be distributed to the schools (Option #1) or to the county Road & Bridge fund (Option #2):

OPTION #1

(District break-down based on proportionate pupil count)

Telluride School District	81.21%	\$27,090.98
Norwood School District	17.25%	\$5,754.46
Dolores County School District	1.54%	\$513.73

OPTION #2

San Miguel County Road & Bridge Fund	\$33,359.17
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Staff is recommending that Option #1 be approved with 100% of the funding to be distributed to the three school districts as indicated above.

Suggested Motion: "To approve the distribution of the 2014 Federal Forest Funding (Secure Rural School Funding) to the three school districts, based on a proportionate pupil count. Telluride to receive \$27,090.98, Norwood to receive \$5,754.46, and Dolores County School to receive \$513.73.

Memorandum

To: San Miguel County Board of County Commissioners
From: Nina Kothe – BOCC Administrative Assistant
Date: 3/25/2015
Re: Appointment to the San Miguel County Board of Adjustments

An open seat on the San Miguel County Board of Adjustments has been duly advertised in the legally required manner. Bob Dempsey is willing to serve, his email is attached. Bob has served on this board in the past. No other candidates have applied.

Suggested Motion:

Move to appoint Bob Dempsey to a three year term on the San Miguel County Board of Adjustments to expire 4/1/18.

Subject: Re: Board of Adjustment
From: Bob Dempsey (bobdempsey1@yahoo.com)
To: karenh@sanmiguelcounty.org;
Date: Thursday, February 26, 2015 8:15 PM

Another meeting?

I will stay if you need bodies. If not, I have no problem with new blood taking my spot and would welcome a new member. I'm at your command.

Bob

From: Karen Henderson <karenh@sanmiguelcounty.org>
To: Bob Dempsey <bobdempsey1@yahoo.com>
Sent: Thursday, February 26, 2015 2:56 PM
Subject: Board of Adjustment

Bob,
Your seat on the Board of Adjustment expired in Jan 2014. Are you interested in reapplying for your seat? Let me know. We may have a meeting in March.
Karen

Karen Henderson
Associate Planner
San Miguel County
970-728-3083
PO Box 548
Telluride, CO 81435

Memorandum

To: San Miguel County Board of County Commissioners

From: Nina Kothe – BOCC Administrative Assistant

Date: 3/25/2015

Re: Appointment to the San Miguel County Open Space Commission

A seat on the San Miguel County Open Space Commission held by Angela Dye expires on April 3, 2015. Angela has expressed interest in re-appointment. Her email is attached.

This open seat has been duly advertised in the legally required manner. No other candidates have applied.

Suggested Motion:

Move to reappoint Angela Dye to a two year term on the San Miguel County Open Space Commission to expire 4/3/17.

Subject: RE: Open Space Commission
From: Angela Dye (angela@adyedesign.com)
To: ninak@sanmiguelcounty.org;
Date: Monday, March 16, 2015 3:11 PM

Hi Nina

Sorry I've been traveling and didn't respond. Sure I'd reup.

ANGELA D. DYE, FASLA

A DYE DESIGN

P O Box 4236

201 W. Colorado Ave. #202/ Nugget Bldg.

Telluride, CO 81435

(970)728-5444

(602)292-6484

www.adyedesign.com

From: Nina Kothe [mailto:ninak@sanmiguelcounty.org]
Sent: Monday, March 16, 2015 3:01 PM
To: Angela Dye
Subject: Fw: Open Space Commission

Repeat.

----- Forwarded Message -----

From: Nina Kothe <ninak@sanmiguelcounty.org>
To: Angela Dye <angela@adyedesign.com>

Memorandum

To: San Miguel County Board of County Commissioners

From: Nina Kothe – BOCC Administrative Assistant

Date: 3/25/2015

Re: Appointment to the County Historical Commission

Open seats on the San Miguel County Historical Commission have been advertised. Ted Smith has expressed interest in appointment for a two year term. Ted's email is attached. Please consider this appointment and if favorable make the following motion:

Move to appoint Ted Wilson to the San Miguel Historical Commission for a term of two years with the term ending on 4/1/17.

Subject: County Historical Commission - Appointment
From: Ted Wilson (tbonewilson@hotmail.com)
To: ninak@sanmiguelcounty.org;
Date: Sunday, March 22, 2015 8:39 PM

Hi Nina,

Please find attached my letter to the county commissioners, requesting an appointment to the San Miguel County Historical Commission.

Thanks much,
Ted

Ted Wilson
Festival Director
Telluride Horror Show
P.O. Box 182
Telluride, CO 81435
970-708-3906 Cell
<http://www.telluridehorrorshow.com>
<http://www.facebook.com/telluridehorror>
"20 Coolest Film Festivals", MovieMaker Magazine.
"13 Horror Film Festivals To Die For", MovieMaker Magazine.

Subject: Re: Agenda submittal Lone Tree Cemetery District TYPO!

From: John Huebner (johnh@sanmiguelcounty.org)

To: janie@vacationtelluride.com;

Date: Friday, January 23, 2015 2:38 PM

Janie,

I am happy to schedule Lone Tree for an update to BOCC on March 4th. I do not require any information for the packet unless there is information you'd like the commissioners to read before the meeting (I'd need by 5:00pm Thursday, Feb. 26th). Thanks.

John

John Huebner

Chief Deputy Clerk to the Board
San Miguel County
PO Box 1170
Telluride, CO 81435
phone: 970-369-5429
facsimile: 970-728-3718
www.sanmiguelcounty.org

From: Janie Goldberg <janie@vacationtelluride.com>
To: johnh@sanmiguelcounty.org
Sent: Friday, January 23, 2015 1:59 PM
Subject: Agenda submittal Lone Tree Cemetery District TYPO!

Sorry John!

My computer keeps changing my words! Please let us know WHAT you require in the packet, not why!! :-)

From: Janie Goldberg <janie@vacationtelluride.com>
Date: Friday, January 23, 2015 1:41 PM
To: <johnh@sanmiguelcounty.org>
Cc: Ashley Deppen <ashley.deppen@gmail.com>, Jeanne Buck <greenbank@telluridecolorado.net>
Subject: Agenda submittal Lone Tree Cemetery District

Good Afternoon John,

The Lone Tree Cemetery District would like to provide an update on cemetery issues and needs to the County Commisioners. Would you please be so kind as to put us on the agenda for the March 4th or March 25th meeting? Please let us know why you require in the packet and when we need to get to you.

Best,

Janie Goldberg, Ashley Deppen and Jeanne Buck Greenbank
Lone Tree Cemetery Board of Directors

**OURAY AND SAN MIGUEL COUNTIES
MEMORANDUM OF AGREEMENT
2015 CLASSIFICATION AND COMPENSATION STUDY**

This Memorandum of Agreement, 2015 Classification and Compensation Study, hereinafter referred to as the “MOA,” is made and entered into this ____ day of April, 2015, by and between the **Board of County Commissioners of the County of Ouray, Colorado**, (“Ouray”) and the **Board of County Commissioners of the County of San Miguel, Colorado**, (“SMCo”), collectively referred to herein as the “Parties,” both of which are statutory counties organized pursuant to the constitution and laws of the State of Colorado, who do hereby state and agree as follows:

RECITALS:

WHEREAS, the Counties are authorized by §29-1-201, C.R.S., *et seq.*, and Article XIV, Section 18, Colo. Const., to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting parties, including the sharing of costs; and

WHEREAS, on or about March 25, 2015, SMCo, having lawfully budgeted and appropriated sufficient funds for said contractual obligation, entered into an Independent Contractor Agreement for Services with Evergreen Solutions, LLC, of Tallahassee, Florida, (“Evergreen”) to conduct a Classification and Compensation Study, for SMCo, the San Miguel Regional Housing Authority, and Ouray, a copy of that Agreement for Services is attached hereto and incorporated herein by reference as Exhibit “A;” and

WHEREAS, the total compensation due Evergreen under the Independent Contractor Agreement for Services for conducting the Classification and Compensation Study is not to exceed \$46,900.00, payable in four equal installments of \$11,725.00, of which Ouray does hereby agree to reimburse SMCo the sum of \$15,000.00, to be paid in four equal installments of \$3,750.00, in accordance with the provisions of this MOA; and

WHEREAS, Ouray does hereby state and represent that it has lawfully budgeted and appropriated sufficient monies to fund its obligations to SMCo under this MOA in 2015 in the amount of \$15,000.00.

NOW, THEREFORE, in consideration of the mutual promises made between the parties, and other good and valuable consideration, the receipt and sufficiency of which each hereby acknowledges, the parties hereto state and agree as follows:

1. **SCOPE OF SERVICES.** SMCo, acting by and through its Independent Contractor, Evergreen Solutions, LLC, shall conduct a “Classification and Compensation Study” for Ouray in accordance with the Independent Contractor Agreement for Services (Exhibit “A”), and the Scope of Services set forth in the document captioned “A Proposal to Conduct a Classification and Compensation Study for San Miguel County, CO, dated January 12, 2015” submitted by Evergreen Solutions, LLC, a copy of which is incorporated herein by reference.

2. **COMPENSATION FOR SERVICES.** In consideration for the services provided to it by Evergreen pursuant to this MOA, Ouray does hereby agree to pay to SMCo the amount of \$15,000.00, to be paid in four equal installments of \$3,750.00, as reimbursement for Ouray's share of the costs incurred by SMCo to Evergreen for its performance of the 2015 Classification and Compensation Study in accordance with Exhibit "A" and the Scope of Services set forth in Evergreen's Proposal dated January 12, 2015. Ouray shall make each such installment payment to SMCo within thirty days of Ouray receiving notification of Evergreen's completion of each of the four project phases as described in Exhibit "A." However, Ouray's final payment for the fourth phase of the project shall be and payable to SMCo within thirty (30) days of Ouray's acceptance of the final work product received from Evergreen in accordance with Exhibit "A."

3. **MISCELLANEOUS.** All notices required or permitted by any provisions of this MOA shall be directed to Ouray County at P.O. Box C, Ouray Colorado 81427; to San Miguel County at P.O. Box 1170, 333 West Colorado Avenue, 3rd Flr. Telluride, CO 81435 Any party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address. Any notice required hereunder shall be in writing and shall be given and be effective upon (1) delivery to any party hereto; or (2) mailing such notice by first-class U.S. mail, addressed to any party at the address stated herein; or (3) sending via facsimile to the number set forth herein. This MOA, including the Exhibits attached hereto and/or incorporated herein by reference, contains the entire integrated and merged understanding and agreement of the parties upon the subject matter hereof. There is no other agreement, promise, term, condition, or understanding, oral or otherwise, that is not set forth in this writing. Except as otherwise provided herein, no subsequent change or addition to this MOA shall be binding unless in writing and signed by the parties hereto. This MOA may be executed in counterparts, each of which, when taken together shall constitute the complete agreement of the parties..

DONE AND ENTERED INTO BY THE PARTIES HERETO as of the date first written hereinabove.

Attested by:

**Board of County Commissioners of
Ouray County, Colorado**

Michelle Nauer, Ouray County Clerk
By: Linda Munson-Haley, Deputy Clerk

By: Don Batchelder, Chair

Attested by:

**Board of County Commissioners of San
Miguel County, Colorado**

E. Kathleen Erie, San Miguel County Clerk
By: John Huebner, Chief Deputy Clerk

By: Joan May, Chair

Attachments: Exhibit "A" Agreement for Services, Evergreen Solutions LLC, ClassCompStudy AGREEMENTS\2015ClassCompStudyMOAOuraySMCo032315



San Miguel County BOCC
Attn: Lynn Black

Dear Ms. Black,

The Town of Ophir has diligently been working to bring Broadband to our community and potentially other residents on the south end of San Miguel County. We have invested nearly \$45,000 into project planning, engineering studies, legal work and grant writing to date. We have also established collaborative relationships with Tri-State, SMPA and Brainstorm to bring this project to fruition.

Funding is currently considered the largest hurdle for the Town of Ophir. Current estimates for the cost of project are roughly \$700,000. We unfortunately could not acquire adequate funds for the USDA grant match although we are continuing to work to bring this project to fruition. We are applying for a small DOLA planning grant which requires a 50% match.

Should we succeed in being awarded the grant, the Town of Ophir will continue project planning, engineering studies, legal and easement work, continued grant writing and fundraising efforts.

With companies like Century Link being unwilling to work with Ophir to provide service, the town has chosen to take this project on ourselves. Moving forward, we hope to see collaboration with other entities and San Miguel County especially with regards to funding. Therefore, I am formally requesting that San Miguel County join us in these efforts and would consider providing funding of \$5,000 to contribute to matching funds for the planning grant. The Town of Ophir greatly appreciates your past willingness to assist with the USDA grant and hope that you will reallocate a portion of those funds to our current and continued efforts.

We believe this is a great pilot project for the region and can be part of the bigger picture as San Miguel County addresses additional underserved or unserved regions of our County.

Thank you for your time, consideration and hopefully support.

Best Regards,

A handwritten signature in black ink, appearing to read 'R B' followed by a flourish.

Randy Barnes
Town Manager

Subject: Fw: New agreement for services for the Norwood Transfer station

From: Dave Schneck (daves@sanmiguelcounty.org)

To: johnh@sanmiguelcounty.org;

Date: Monday, March 30, 2015 10:01 AM

John here is the new Transfer Station agreement

----- Forwarded Message -----

From: Steven J. Zwick <stevez@sanmiguelcounty.org>

To: Dave Schneck <daves@sanmiguelcounty.org>

Sent: Thursday, March 26, 2015 9:31 AM

Subject: Re: New agreement for services for the Norwood Transfer station

Dave: Attached is a revised Agreement for Services with Bruin for the Operation of the Norwood Transfer Station. Since the document template does not allow for redlining, the following are the specific revisions that I have made to your draft. Section 1. C. a clause has been added to the last sentence requiring Bruin to post a Notice at the site entrance specifying the days and hours of operation. Providing the public with notice of the specific days of the week and hours during which the transfer station will be open is something that either Bruin or the county should do. If Bruin does not want to post the notice the county should do so. Section 2, the last sentence has been revised to be consistent with the current version of the CGIA that specifies the limits on the county's tort liability exposure at \$350K per person, \$990K per occurrence. The current CGIA includes an escalator provision for the liability caps, by which the limits will next be adjusted as of 01/01/2018. Since the term of this contract for services extends beyond 1/1/218, a clause has been added to the last sentence in section 2 that references that Bruin's liability insurance coverage shall be adjusted as of 01/01/2018 consistent with the revised liability limits as set in accordance with the Colorado Governmental Immunity Act, a/k/a CGIA (Sec. 24-10-114(1)(c), C.R.S..

Steven J. Zwick

San Miguel County Attorney

P.O. Box 791

333 West Colorado Avenue, 3rd Flr.

Telluride, CO 81435

Tel.: 970-728-3879

FAX: 970-728-3718

stevez@sanmiguelcounty.org

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From: Dave Schneck <daves@sanmiguelcounty.org>
To: Steven J. Zwick <stevez@sanmiguelcounty.org>
Sent: Monday, March 23, 2015 2:36 PM
Subject: New agreement for services for the Norwood Transfer station

Steven, attached is a new agreement for services with Bruin who we decided to engage under what is essentially the existing agreement that expired. There were only 2 minor changes from what had been previously in the agreement, the facilities manager fees went up from \$1,200.00/mo. to \$1,300.00/mo. and the not to exceed amount went up from \$55,000.00/yr to \$70,000.00/yr to cover the increase in costs to operate the facility that have occurred over the last 5 years. It is otherwise the same as the agreement you reviewed and participated in drafting last time. Could you take a look when you get a chance and let me know if it needs updating or changes from your perspective. I plan on putting it on the agenda for the April 1st BOCC meeting. Thanks.

AGREEMENT FOR SERVICES

Independent Contractor

PROJECT: Operation of the Norwood Transfer Station

LOCATION: 1100 35W RD, Norwood NE4 NW4 NE4 SEC 20 T45 R13 Parcel #: 42952010001

San Miguel County wishes to engage the services of an independent contractor. The undersigned contractor has agreed to provide such services, as an independent contractor, in return for the compensation stated herein. The undersigned contractor has read and agrees to the terms and conditions stated herein.

Be it agreed as follows:

1. Contractor agrees to perform the following services for San Miguel County:
 - A. SAN MIGUEL COUNTY hereby engages BRUIN WASTE MANAGEMENT "BRUIN" to operate and manage the Norwood Transfer Station and such related services, as specified herein, as SAN MIGUEL COUNTY may need from time-to-time.
 - B. SAN MIGUEL COUNTY shall provide a fully operational 40 cubic yard trash compactor unit for the Norwood Transfer Station. BRUIN shall operate and maintain the 40 cubic yard trash compactor unit. When the trash compactor unit is full, BRUIN shall be responsible for pulling it and transporting it to an approved solid waste disposal facility, the fee for which shall be \$500.00 per haul and replace per 40 cubic yard compactor container. In the event that repairs are necessary to the County furnished compactor or compactor container rendering the compactor out of service, BRUIN shall provide an open 40 cubic yard container at a prorated lease price of \$95.00 per month. Bruin shall be responsible for the prompt administration of any necessary repairs for the 40 cubic yard compactor unit and SAN MIGUEL COUNTY shall be responsible for paying the reasonable actual cost of the repairs. The County Environmental Health Official shall be notified as soon as reasonably possible and in no event to exceed 72 hours if the Transfer Station is to be out of service or is in need of repair. BRUIN shall be responsible for any routine maintenance of the compactor, not including repairs, at no additional cost. Maintenance records shall be made available for review by the County Environmental Health Official upon his request.
 - C. BRUIN shall be responsible for employing qualified personnel to manage the Norwood Transfer Station 20 hours per week on scheduled days of operation. BRUIN personnel shall work such hours and maintain such schedules as are necessary for the performance of the work required by this Agreement, without designation of such by SAN MIGUEL COUNTY. BRUIN shall schedule the days of operation of the Norwood Transfer Station, with approval from SAN MIGUEL COUNTY and post notice of such days and hours of operation at the site entrance.
 - D. BRUIN shall be responsible for keeping the Norwood Transfer Station premises free of trash, and keeping all recyclables properly sorted and free of all contamination.
 - E. BRUIN shall provide and maintain recycling containers at no additional charge at the Norwood Transfer Station to be used by the customers as a free drop-off center for the following:
 - Corrugated Cardboard
 - Glass
 - All paper products

Aluminum Cans
Plastics #1 & #2

BRUIN has expanded to accept Plastics #3-#6. Once BRUIN is able to handle new volumes of new products it will offer this service to the County Transfer Station. Any new tipping fees associated with the new products at the recycle center will be passed through to the County.

BRUIN will provide a 20 cubic yard container for paper products (to include office paper, junk mail, and newspaper. Bruin will provide a 30 cubic yard container for cardboard (all cardboard products are to be broken down flat and clean of tape and staples).

When the recycling containers are full, BRUIN shall be responsible for emptying containers. SAN MIGUEL COUNTY shall pay BRUIN \$400.00 per empty of each of the recycle containers.

F. The utilities at the Norwood Transfer Station shall be held in the name of SAN MIGUEL COUNTY and paid by SAN MIGUEL COUNTY.

G. Prices are based on fuel cost of \$3.00 a gallon. BRUIN reserves the right to implement its fuel surcharge for any fuel cost above \$3.50 per gallon. At \$3.50 per gallon the fuel surcharge will be 3% and for each dollar above \$3.50 another 3% will be added. As fuel prices decrease the fuel surcharge will be removed with a floor at \$3.00.

2. San Miguel County agrees to pay \$1,300.00 per Month for services received. Total amount is not to exceed \$70,000.00*^{annually} Invoices must be approved by the County Environmental Health Director. San Miguel County also agrees to pay, in addition to the \$1,300 per Month base fee, \$400.00 per empty of each of the recycle containers, and \$500.00 per haul and replace of 40 cubic yard compactor container. The monthly base fee of \$1,300 is for the operator/manager provided by BRUIN, the remaining total amount of contract is for the emptying and hauling of trash containers and recyclables. Changes which can be shown by BRUIN to cause increased operational costs shall be grounds for renegotiation of this agreement. Subject to appropriated funds being available, San Miguel County agrees to pay any increase in user fees imposed at the landfill upon written notification of such changes. Contractor shall provide the County with a current certificate of insurance within ten days of the execution of this agreement together with a copy of the endorsement to Contractor's liability insurance coverage designating the County as an additional insured for any and all claims arising under this Agreement. Such liability insurance coverage shall be in the minimum amount of \$350,000 per person, \$990,000 per occurrence which limits shall be revised effective January 1, 2018 in accordance with the Colorado Governmental Immunity Act section 24-10-114(1)(c), C.R.S. .

Invoices must be submitted to and approved by the appropriate County official (see above) and delivered to the San Miguel County Finance Office. Approved invoices that are received by the Finance Office prior to the 1st day of the month will be paid on the tenth day of the month; invoices received in the Finance Office the 2nd through the 10th day of the month will be paid on the 20th day of the month; invoices received on the 11th through the 20th day of the month will be paid on the last working day of the month. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by the County of any of its rights as may be provided by law.

3. **INDEPENDENT CONTRACTOR**. Unless otherwise specified in writing, contractor shall

furnish all supervision, labor, materials, equipment, supplies and other incidentals to complete the requirements of the job. The contractor has the authority to control and direct the details of the work; San Miguel County is interested only in the results. Contractor shall pay all required employment taxes, including all federal and state income taxes on all monies paid pursuant to this Agreement. The contractor shall have no authorization, either express or implied, to make any commitments on behalf of the County. The services as defined herein are subject to San Miguel County's right of inspection and approval. The contractor agrees to comply with all federal, state and municipal laws, rules, regulations and safety procedures that are or may be applicable to the work performed.

4. **WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at contractor's risk. Contractor shall be responsible for any damage or loss to San Miguel County property, and for any loss or damage to materials, tools or other articles used or held for use in connection with the work performed.
5. **INSURANCE TO BE SECURED BY CONTRACTOR.** Contractor agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability and employment liability insurance relating to the performance and completion of this Agreement. The County does not intend to waive, by any provision of this Agreement, any rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S.
6. **INDEMNIFICATION.** Contractor agrees to indemnify, release, save and hold harmless San Miguel County, its officials, employees and agents, from and against all liability of loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Agreement. If any arrangement, however informal and of whatever duration, is made whereby employees of San Miguel County are used by contractor, they shall, while engaged in such work, be considered employees of contractor, regardless of who may be paying them at the time. Contractor shall indemnify San Miguel County against any and all liability, loss, cost, damage or expense, by reason of any act or omission of any such employee while such employee is being used by the contractor.
7. **PROFESSIONAL SERVICES AGREEMENT. THIS PROVISION ONLY APPLIES TO AGREEMENTS FOR PROFESSIONAL SERVICES.** The parties agree that contractor is a professional person, and that the relationship created by this contract is that of employer-independent contractor. Contractor is not an employee of San Miguel County and is not entitled to any benefits provided by San Miguel County to its employees. Contractor may practice his profession for others during periods of time when he is not performing work under this Agreement for San Miguel County. San Miguel County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the contractor performs.
8. **TERM OF AGREEMENT.** The term of this Agreement is from April 1, 2015 to March 31, 2020. Time is of the essence in the contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County budgeting and appropriating funds for such purposes in accordance with the Colorado Local Government Budget Law. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such

termination.

9. **NOTICE.** All rights, obligations, privileges and duties created herein may be terminated at any time by either party by the giving of written notice to the other party at their last known address.
10. **COMPLIANCE WITH H.B. 06-1343, 07-1073, and S.B. 08-193, C.R.S. TITLE 8, ARTICLE 17.5, Part 1. Illegal Aliens – Public Contracts for Services Requirements.**
 - A. Contractor hereby certifies that, at the time of the certification, and prior to its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the contractor will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101, C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public Agreement for services.
 - B. Contractor hereby agrees and certifies that during the term of this Agreement it shall not:
 - (I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or,
 - (II) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public Agreement for services.
 - C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement for services, through participation in either the E-Verify Program or the Department Program.
 - D. The contractor is hereby prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public Agreement for services is being performed.
 - E. If the contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the contractor is required to:
 - (I) Notify the subcontractor and San Miguel County within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
 - (II) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (E.I.) above, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - F. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - G. If contractor violates a provision of the public contract for services required pursuant to §8-17.5-102(2), C.R.S., San Miguel County may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the contractor shall be liable for actual and consequential damages to San Miguel County.

H. If contractor is a natural person over eighteen years of age, a condition precedent to the County's execution of this Agreement is that the County has verified that contractor is lawfully present in the United States in accordance with H.B. 06 -1023, C.R.S., Title 24, Article 76.5, Restrictions on Public Benefits and that the contractor has executed the statutorily required affidavit pertaining to their lawful presence in the United States. This Agreement shall not become legally effective until and unless the County has verified that the contractor is legally present in the United States of America in accordance with applicable statutory requirements.

11. **MISCELLANEOUS.** Contractor shall not assign its rights, or delegate its obligations, under this Agreement without the County's prior written consent. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void, or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement.

Reviewed by:
County Attorney's Office

_____ Date _____

San Miguel County, Colorado

Date signed _____

By _____

Title _____

Employer ID #: 84-6000806

Contractor:

Chris Trospen, Manager
BRUIN WASTE MANAGEMENT, LLC

Address: PO Box 630
Naturita, CO 81422

Phone Number: 970-864-7531

Date signed _____

Signature

Additional forms required: W-9

AGREEMENTS/Independent Contractor (Revised 03-09-2010)



San Miguel County
Road & Bridge Department
PO Box 426
Norwood CO 81423
PH: 970.327.4835 Fax: 970.327.4090
Email: mikeh@sanmiguelcounty.org

MEMORANDUM

TO Board of County Commissioners
FROM Mike Horner, Road Superintendent *MH*
DATE Tuesday, March 24, 2015
RE 2015 Gravel Crushing

The Road Department recently advertised and received bids for gravel crushing in 2015 for the maintenance and improvement projects outlined in the Road & Bridge 10-Year Plan. A summary of the bidders and bid prices is attached for your review. The 2015 approved gravel crushing budget is \$110,860.

Black Canyon Aggregates submitted the low bid of \$94,040 this year which is a savings of \$16,820 therefore we are recommending that the 2015 gravel crushing contract be awarded to Black Canyon Aggregates. If approved by the Board of County Commissioners a Notice of Award along with the County's Standard Agreement for Services will be provided to the Contractor and must be returned with the required insurance endorsement. Once we receive the signed agreement with the insurance certificate, I would request that the Chair of the Board sign the agreement at which time a fully executed copy will be returned to Black Canyon Aggregates with a Notice to Proceed.

Thank you for your consideration.

Recommended Motion

To award the 2015 Gravel Crushing Contract to Black Canyon Aggregates out of Montrose, CO in the amount of \$94,040 for crushing 8000 cubic yards of 3" Road Base in the Norwood Pit, 8000 cubic yards of CDOT Class 6 Road Base in the Klondike Pit and 1300 cubic yards of Cover Coat Aggregate in the Norwood Pit, and to authorize the Chair to sign the County's Agreement for Services once it is signed by the contractor.

2015 San Miguel County Gravel Crushing Bid Summary

Contractor	Norwood Pit			Klondike Pit			Norwood Pit			Total Bid
	3" Crushed Road Base			CDOT Class 6 Road Base			5/8" Cover Coat Aggregate			
	CY	Unit Price	Total	CY	Unit Price	Total	CY	Unit Price	Total	
Black Canyon Aggregates	8,000	4.23	33,840.00	8,000	5.25	42,000.00	1,300	14.00	18,200.00	94,040.00
Elk Creek Sand & Gravel	8,000	5.64	45,120.00	8,000	6.15	49,200.00	1,300	20.00	26,000.00	120,320.00

AGREEMENT FOR SERVICES
Independent Contractor

PROJECT: 2015 Gravel Crushing

LOCATION: Norwood and Klondike Gravel Pits

San Miguel County wishes to engage the services of an independent contractor. The undersigned contractor has agreed to provide such services, as an independent contractor, in return for the compensation stated herein. The undersigned contractor has read and agrees to the terms and conditions stated herein.

Be it agreed as follows:

1. Contractor agrees to perform the following services for San Miguel County:

See Contractor's Proposal, 2015 Crushed Gravel Requirements Bid Form and 2015 Gradation Specifications.

2. San Miguel County agrees to pay \$ 94,040.00. Total amount is not to exceed 94,040.00.

Invoices must be approved by Mike Horner, Road Superintendent, or his representative. Itemized invoices should be submitted to the San Miguel County Road Department, PO Box 426, Norwood CO 81423 or can be emailed to roadbridge@sanmiguelcounty.org.

Invoices must be submitted to and approved by the appropriate County official (see above) and delivered to the San Miguel County Finance Office. Approved invoices that are received by the Finance Office prior to the 1st day of the month will be paid on the tenth day of the month; invoices received in the Finance Office the 2nd through the 10th day of the month will be paid on the 20th day of the month; invoices received on the 11th through the 20th day of the month will be paid on the last working day of the month. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by the County of any of its rights as may be provided by law.

3. **INDEPENDENT CONTRACTOR.** Unless otherwise specified in writing, contractor shall furnish all supervision, labor, materials, equipment, supplies and other incidentals to complete the requirements of the job. The contractor has the authority to control and direct the details of the work; San Miguel County is interested only in the results. Contractor shall pay all required employment taxes, including all federal and state income taxes on all monies paid pursuant to this Agreement. The contractor shall have no authorization; either express or implied, to make any commitments on behalf of the County. The services as defined herein are subject to San Miguel County's right of inspection and approval. The contractor agrees to comply with all federal, state and municipal laws, rules, regulations and safety procedures that are or may be applicable to the work performed.

4. **WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at contractor's risk. Contractor shall be responsible for any damage or loss to San Miguel County property, and for any loss or damage to materials, tools or other articles used or held for use in connection with the work performed.
5. **INSURANCE TO BE SECURED BY CONTRACTOR.** Contractor agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability and employment liability insurance relating to the performance and completion of this Agreement. The County does not intend to waive, by any provision of this Agreement, any rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S.
6. **INDEMNIFICATION.** Contractor agrees to indemnify, release, save and hold harmless San Miguel County, its officials, employees and agents, from and against all liability of loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Agreement. If any arrangement, however informal and of whatever duration, is made whereby employees of San Miguel County are used by contractor, they shall, while engaged in such work, be considered employees of contractor, regardless of who may be paying them at the time. Contractor shall indemnify San Miguel County against any and all liability, loss, cost, damage or expense, by reason of any act or omission of any such employee while such employee is being used by the contractor.
7. **PROFESSIONAL SERVICES AGREEMENT. THIS PROVISION ONLY APPLIES TO AGREEMENTS FOR PROFESSIONAL SERVICES.** The parties agree that contractor is a professional person, and that the relationship created by this contract is that of employer-independent contractor. Contractor is not an employee of San Miguel County and is not entitled to any benefits provided by San Miguel County to its employees. Contractor may practice his profession for others during periods of time when he is not performing work under this Agreement for San Miguel County. San Miguel County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the contractor performs.
8. **TERM OF AGREEMENT.** The term of this Agreement is from May 1, 2015, to September 1, 2015. Time is of the essence in the contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County budgeting and appropriating funds for such purposes in accordance with the Colorado Local Government Budget Law. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
9. **NOTICE.** All rights, obligations, privileges and duties created herein may be terminated at any time by either party by the giving of written notice to the other party at their last known address.

10. COMPLIANCE WITH H.B. 06-1343, 07-1073, and S.B. 08-193, C.R.S. TITLE 8, ARTICLE 17.5, Part 1. Illegal Aliens – Public Contracts for Services Requirements.

- A. Contractor hereby certifies that, at the time of the certification, and prior to its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the contractor will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101, C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public Agreement for services.
- B. Contractor hereby agrees and certifies that during the term of this Agreement it shall not:
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 - (II) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public Agreement for services.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement for services, through participation in either the E-Verify Program or the Department Program.
- D. The contractor is hereby prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public Agreement for services is being performed.
- E. If the contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the contractor is required to:
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 - (II) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (E.I.) above, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- G. If contractor violates a provision of the public contract for services required pursuant to §8-17.5-102(2), C.R.S., San Miguel County may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the contractor shall be liable for actual and consequential damages to San Miguel County.

H. If contractor is a natural person over eighteen years of age, a condition precedent to the County's execution of this Agreement is that the County has verified that contractor is lawfully present in the United States in accordance with H.B. 06 -1023, C.R.S., Title 24, Article 76.5, Restrictions on Public Benefits and that the contractor has executed the statutorily required affidavit pertaining to their lawful presence in the United States. This Agreement shall not become legally effective until and unless the County has verified that the contractor is legally present in the United States of America in accordance with applicable statutory requirements.

11. **MISCELLANEOUS.** Contractor shall not assign its rights, or delegate its obligations, under this Agreement without the County's prior written consent. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void, or otherwise legally unenforceable, such provision or term shall be deemed severable from the remainder of this Agreement, which shall remain in full force and effect. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement.

Reviewed by:
County Attorney's Office

Date

San Miguel County, Colorado

Date signed _____

By _____

Title _____

Employer ID #: 84-6000806

CONTINUED ON NEXT PAGE

Contractor:

Black Canyon Aggregate, Inc.

Address: PO Box 342
Montrose, CO 81402

Phone Number: 970-209-5875

Date signed _____

Signature

Additional forms required:

- W-9
- Affidavit of Lawful Presence
- Certificate of Insurance

**CONTRACTOR'S PROPOSAL
2015 CRUSHED GRAVEL REQUIREMENTS BID FORM**

San Miguel County Road Department
PO Box 426
Norwood, CO 81423

Gentlemen:

The undersigned, having familiarized himself/themselves with the local conditions and specifications affecting the cost of work, hereby proposes to furnish all the labor (including equipment to push or haul raw material to the crushing area from the extraction site), materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and furnish all of the following material for San Miguel County, all in accordance with the specifications, for the sums set forth in the following Bidding Schedule.

Bidding Schedule					
Unit	Description	Location	Quantity	Unit Cost	Total Cost
1	3" Crushed Road Base	Norwood Pit	8,000 cy	4.23	33,840.00
2	CDOT Class 6 Road Base	Klondike Pit	8,000 cy	5.25	42,000.00
3	5/8" Cover Coat Aggregate Must be crushed from existing stockpile of screened rock	Norwood Pit	1,300 cy	14.00	18,200.00
Total Bid					94,040.00

If awarded this contract, the undersigned agrees to complete the work in accordance with the attached Gradation Specifications and also according to the following schedule. San Miguel County reserves the right to reasonably adjust the schedule as necessary to accommodate the County work plans.

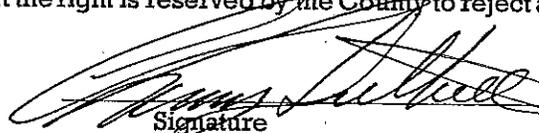
The successful bidder must comply with the Norwood Pit hours of operation, from 7:00 am to 6:00 pm, including no activity on weekends or holidays. No crushing activity is allowed in the Klondike Pit before April 15th per Bureau of Land Management Free Use stipulations.

The successful bidder agrees to extract material in accordance with San Miguel County's approved mining plan at each location, and to comply with Mine Safety & Health Administration (MSHA) Regulations 30 CFR Part 46.

Quantities may be adjusted depending on Unit Cost provided by bidder. San Miguel County will require the successful bidder to enter into the attached Agreement for Services.

In submitting this bid, it is understood that the right is reserved by the County to reject any and all bids.

Black Canyon Aggregate, Inc.
Name of Firm
PO Box 342
Address
Montrose, CO 81402
City, State & Zip Code
laurahogan@live.com
Email address


Signature
970-209-5875
Telephone / Fax
03/18/2015
Date

**SAN MIGUEL COUNTY ROAD DEPARTMENT
2015 GRADATION SPECIFICATIONS**

Base Course – CDOT Class 6

Passing 3/4" Sieve	100%
Passing #4 Sieve	30-65%
Passing #8 Sieve	25-55%
Passing #200 Sieve	3-12%

Cover Coat Aggregate – CDOT Type II

Passing 5/8" Sieve	100%
Passing 1/2" Sieve	70-90%
Passing 3/8" Sieve	40-50%
Passing #8 Sieve	0-4%
Passing #200 Sieve	0-1%

5/8" Chips must be crushed from the existing stockpile of screened rock and must comply with the above gradation specifications including the requirement that fragments not be coated with dirt or other objectionable material according to Section 703.05 of the CDOT Standard Specifications for Road & Bridge Construction, 2005 Edition. Crushing of chips must be completed by August 1, 2015.

Base Course Aggregate

Crushed Material Passing 3" Screen	100%
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San Miguel County
Road & Bridge Department
PO Box 426
Norwood CO 81423
PH: 970.327.4835 Fax: 970.327.4090
Email: mikeh@sanmiguelcounty.org

MEMORANDUM

TO Board of County Commissioners
FROM Mike Horner, Road Superintendent 
DATE Monday, March 23, 2015
RE Replacement of Basin Shop Fuel Pumps

The Road Department recently requested bids to replace and upgrade the fuel pumps at the Basin Shop. The estimated budget for this project was \$12,000; however, the lowest qualified bid is \$14,387 from Eaton Sales & Service out of Grand Junction. Eaton has performed work for us in Norwood and Deep Creek in the past that was very professional and in compliance with Colorado Department of Labor regulations regarding fuel storage and dispensing.

We also received a bid from Advanced Petroleum from Cortez in the amount of \$9704; however their bid does not reference the required "52 valves" for breakaway or the pressure regulator valves. I am recommending that we award the project to Eaton Sales & Service even though their bid is \$2387 over our approved budget. The difference will be funded by a savings in the grader bids in the amount of \$11,335.

Thank you for your consideration.

Recommended Motion

To award the replacement of the two fuel pumps at the Basin Shop to Eaton Sales & Service out of Grand Junction in the amount of \$14,387 with all work to comply with the Colorado Department of Labor, fuel storage and dispensing regulations.

AGREEMENT FOR SERVICES
Independent Contractor

PROJECT: Fuel Pumps

LOCATION: Dry Creek Basin Shop, 369 CR U29E, Redvale, CO 81431

San Miguel County wishes to engage the services of an independent contractor. The undersigned contractor has agreed to provide such services, as an independent contractor, in return for the compensation stated herein. The undersigned contractor has read and agrees to the terms and conditions stated herein.

Be it agreed as follows:

1. Contractor agrees to perform the following services for San Miguel County:
Furnish and install two Dresser Wayne Fuel Pumps. See attached Quote 14178DP.
2. San Miguel County agrees to pay \$14,387.00. Total amount is not to exceed \$14,387.00.

Invoices must be approved by Mike Horner, Road Superintendent.

Invoices must be submitted to and approved by the appropriate County official (see above) and delivered to the San Miguel County Finance Office. Approved invoices that are received by the Finance Office prior to the 1st day of the month will be paid on the tenth day of the month; invoices received in the Finance Office the 2nd through the 10th day of the month will be paid on the 20th day of the month; invoices received on the 11th through the 20th day of the month will be paid on the last working day of the month. Payment of invoices does not constitute final acceptance of work, nor shall it be construed as a waiver by the County of any of its rights as may be provided by law.

3. **INDEPENDENT CONTRACTOR.** Unless otherwise specified in writing, contractor shall furnish all supervision, labor, materials, equipment, supplies and other incidentals to complete the requirements of the job. The contractor has the authority to control and direct the details of the work; San Miguel County is interested only in the results. Contractor shall pay all required employment taxes, including all federal and state income taxes on all monies paid pursuant to this Agreement. The contractor shall have no authorization; either express or implied, to make any commitments on behalf of the County. The services as defined herein are subject to San Miguel County's right of inspection and approval. The contractor agrees to comply with all federal, state and municipal laws, rules, regulations and safety procedures that are or may be applicable to the work performed.
4. **WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor shall take all precautions necessary and shall be responsible for the safe performance of the services described herein. All work shall be done at contractor's risk. Contractor shall be responsible for any damage or loss to San Miguel County property, and for any loss or damage to materials, tools or other articles used or held for use in connection with the work performed.

5. **INSURANCE TO BE SECURED BY CONTRACTOR.** Contractor agrees to comply with all state and federal requirements pertaining to workers' compensation, general liability and employment liability insurance relating to the performance and completion of this Agreement. The County does not intend to waive, by any provision of this Agreement, any rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq, C.R.S.
6. **INDEMNIFICATION.** Contractor agrees to indemnify, release, save and hold harmless San Miguel County, its officials, employees and agents, from and against all liability of loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this Agreement. If any arrangement, however informal and of whatever duration, is made whereby employees of San Miguel County are used by contractor, they shall, while engaged in such work, be considered employees of contractor, regardless of who may be paying them at the time. Contractor shall indemnify San Miguel County against any and all liability, loss, cost, damage or expense, by reason of any act or omission of any such employee while such employee is being used by the contractor.
7. **PROFESSIONAL SERVICES AGREEMENT. THIS PROVISION ONLY APPLIES TO AGREEMENTS FOR PROFESSIONAL SERVICES.** The parties agree that contractor is a professional person, and that the relationship created by this contract is that of employer-independent contractor. Contractor is not an employee of San Miguel County and is not entitled to any benefits provided by San Miguel County to its employees. Contractor may practice his profession for others during periods of time when he is not performing work under this Agreement for San Miguel County. San Miguel County may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the contractor performs.
8. **TERM OF AGREEMENT.** The term of this Agreement is from 03/17/2015 to 06/12/2015. Time is of the essence in the contractor's performance of its obligations under this Agreement. San Miguel County's expenditure of any funds under this Agreement beyond the current County fiscal year shall be expressly subject to and contingent upon the County budgeting and appropriating funds for such purposes in accordance with the Colorado Local Government Budget Law. Should such funds not be budgeted and appropriated for the County's obligations under this Agreement for future fiscal years, this Agreement shall terminate at the end of the fiscal year for which such funding has been lawfully budgeted and appropriated, and the County shall provide the contractor with prior written notice of such termination.
9. **NOTICE.** All rights, obligations, privileges and duties created herein may be terminated at any time by either party by the giving of written notice to the other party at their last known address.
10. **COMPLIANCE WITH H.B. 06-1343, 07-1073, and S.B. 08-193, C.R.S. TITLE 8, ARTICLE 17.5, Part 1. Illegal Aliens – Public Contracts for Services Requirements.**
 - A. Contractor hereby certifies that, at the time of the certification, and prior to its execution of this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the contractor will participate in either the E-Verify Program or the Department Program, as defined in §8-17.5-101, C.R.S., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public Agreement for services.

- B. Contractor hereby agrees and certifies that during the term of this Agreement it shall not:
 - (I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or,
 - (II) Enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public Agreement for services.
 - C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement for services, through participation in either the E-Verify Program or the Department Program.
 - D. The contractor is hereby prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public Agreement for services is being performed.
 - E. If the contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the contractor is required to:
 - (I) Notify the subcontractor and San Miguel County within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
 - (II) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-paragraph (E.I.) above, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - F. The contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
 - G. If contractor violates a provision of the public contract for services required pursuant to §8-17.5-102(2), C.R.S., San Miguel County may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the contractor shall be liable for actual and consequential damages to San Miguel County.
 - H. If contractor is a natural person over eighteen years of age, a condition precedent to the County's execution of this Agreement is that the County has verified that contractor is lawfully present in the United States in accordance with H.B. 06 -1023, C.R.S., Title 24, Article 76.5, Restrictions on Public Benefits and that the contractor has executed the statutorily required affidavit pertaining to their lawful presence in the United States. This Agreement shall not become legally effective until and unless the County has verified that the contractor is legally present in the United States of America in accordance with applicable statutory requirements.
11. **MISCELLANEOUS.** Contractor shall not assign its rights, or delegate its obligations, under this Agreement without the County's prior written consent. Should a court of competent jurisdiction determine that any provision or term of this Agreement be legally void, or otherwise legally unenforceable, such provision or term shall be deemed severable

from the remainder of this Agreement, which shall remain in full force and effect. This Agreement, together with any attached exhibits, represents the complete, integrated, and merged understanding of the parties with regard to the subject matter of this Agreement, and any prior or contemporaneous provision, term, condition, promise, representation, or understanding, shall be of no legal force or effect unless embodied herein in writing, or in a written amendment to this Agreement mutually agreed to and executed by the parties. A party's waiver of a specific right set forth herein shall not be deemed to be a waiver by that party of any other of its rights contained in this Agreement.

Reviewed by:
County Attorney's Office

_____ Date _____

San Miguel County, Colorado

Date signed _____

By _____

Title _____

Employer ID #: 84-6000806

Contractor:
Eaton Sales & Service LLC

Address: 556 25 Road
Grand Junction, CO 81505

Phone Number: 970-245-0144

Date signed 03-17-2015


Signature

Additional Forms Required:

- W-9
- Affidavit of Lawful Presence
- Certificate of Insurance

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) EATON SALES & SERVICE, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u>S</u> <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 4809 YORK STREET P.O. BOX 16405 City, state, and ZIP code DENVER, CO 80216-0405	Requester's name and address (optional)
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] [] - [] [] []	
Employer identification number	
8 4 - 1 4 8 2 8 9 8	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>M. Torrey Chute</i>	Date ▶ <i>1/7/2015</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER MARSH USA INC. ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 00345-00345-RAFF-14/15 5	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Zurich American Insurance Co 16535 INSURER B : American Zurich Insurance Company 40142 INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Eaton Metal Products Company LLC Eaton Sales & Service LLC Eaton Inspections Services LLC 4800 York P.O. Box 16405 Denver, CO 80216		

COVERAGES **CERTIFICATE NUMBER:** CH-005125532-05 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BAP3487185 (PPT) BAP4373311 (CML)	04/01/2014 04/01/2014	04/01/2015 04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3487184	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA, AND WY), PUERTO RICO OR THE VIRGIN ISLANDS.

CERTIFICATE HOLDER San Miguel County 333 West Colorado Avenue Telluride, CO 81435	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. John C Hurley
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER STICO Mutual Insurance Company, RRG 171 W. Wing Street #208 Arlington Heights IL 60005		CONTACT NAME: Colin Donovan PHONE (A/C, No, Ext): 847-253-5761 FAX (A/C, No): 847-253-5905 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED EATON SALES & SERVICE LLC 4800 YORK ST. DENVER CO 80216		INSURER A : STICO MUTUAL INSURANCE CO, RRG INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	10476

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			1-GLR000141-14	05/01/2014	05/01/2015	EACH OCCURRENCE	\$ 3M	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> Y	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 3M
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/>				<input type="checkbox"/> LOC	GENERAL AGGREGATE	\$ 3M
								PRODUCTS - COMP/OP AGG	\$ 3M
									\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS							\$	
	NON-OWNED AUTOS							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

San Miguel County is added as additional insured to the GL policy as required, in accordance with all policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

San Miguel County 333 West Colorado Avenue Telluride CO 81435	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Eaton Sales & Service LLC

PETROLEUM EQUIPMENT TANKS INSTALLATION

(970) 245-0144 FAX: (970) 245-1143

March 2, 2015

San Miguel County R&B
PO Box 426
Norwood, CO 81423

Attn: Andrea Gardner
RE: New Fuel Suction Pumps
Quote: 14178DP

Eaton Sales & Service is pleased to submit the following quote for your consideration:

EQUIPMENT

- 2 Dresser Wayne Single Hose, Single Product Suction Pumps
- 2 S2 Valves
- Misc. Decals, Filter, Other Equipment As Needed

Total For Above \$9,846.00

LABOR

- ES&S Labor
- Travel/Mileage
- Electrical
- Freight

Total For Above \$4,541.00

RECAP

Equipment	\$9,846.00
Labor	<u>4,541.00</u>

Total For Above \$14,387.00

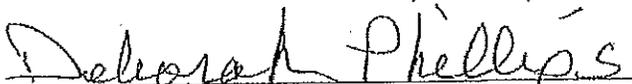
Note: No Fuel Management system included per the customer. Based on using existing electrical conduit and wire. Based on using existing hoses, nozzles, wip hoses and breakaways. Pressure regulator valves are included in this quote. Upon installation of the new suction pumps, if the existing pressure regulator valves are in good working condition, new ones will not be installed and will be deducted from the job.

EATON SALES & SERVICE LLC

Page 3 of 8, Quote 14178DP

We appreciate the opportunity to bid on your needs and hope to have the privilege of working with you.
Please feel free to contact me if you have any questions

Sincerely,



EATON SALES & SERVICE, LLC, - DEBORAH PHILLIPS

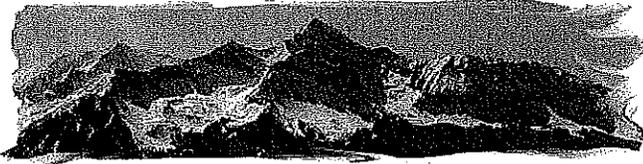
(970)245-0144

Quote 14178DP, Total \$14,387.00

ACCEPTED

TITLE

DATE



San Miguel County
 Road & Bridge Department
 PO Box 426
 Norwood CO 81423
 PH: 970.327.4835 Fax: 970.327.4090
 Email: mikeh@sanmiguelcounty.org

MEMORANDUM

TO Board of County Commissioners
 FROM Mike Horner, Road Superintendent *MH*
 DATE Wednesday, March 25, 2015
 RE 2015 Motor Grader Purchase

The 2015 approved Road & Bridge budget included \$289,000 for the purchase of a new motor grader at the Deep Creek Shop.

Staff recently solicited bids for a new 2015 model grader but also allowed an option to consider used low-hour machines. We received the following three quotes:

1. Wagner Equipment	Cat 140M3 All Wheel Drive	\$312,771	(new)
2. Honnen Equipment	JD 772GP All Wheel Drive	\$288,384	(new)
3. Honnen Equipment	JD 772GP All Wheel Drive w/334 Hours	\$277,665	(used)

After close review of the used machine's specifications and considering it has the full warranty we requested, staff is recommending that the Board of County Commissioners authorize the purchase of the 2015 used motor grader from Honnen Equipment Company in Grand Junction.

Thank you for your consideration.

Recommended Motion

To approve the purchase of a used, 334 hours, John Deere 772GP Motor Grader, SN 1DW772GPCEF664449, with 5 Year/5000 Hour full machine warranty including JD Link satellite monitoring system, in the amount of \$277,665. Fifty percent of the purchase price to be funded from the Capital Fund transferred to Road & Bridge.

MEMO

TO: BOCC
FROM: Linda Luther-Broderick, OSR Coordinator
Date: April 1, 2015
RE: Survey of Rio Grande Southern Rail Road Right of Way in Ilium Valley

This is two related but separate issues.

The first issue is a request for approval of an Agreement for Services with David Foley, Backcountry Surveying Inc. to survey the rights-of-way of the Rio Grande Southern Railroad from Vance Junction (Coal Chute) southerly to County Road 63J in Ilium Valley, using the Chair's signature stamp, pending the county attorney's approval, with ratification of this agreement to be on BOCC's April 22 agenda. Cost of the agreement will be approximately \$6,700.

The second issue relates to an unsafe wooden bridge across the river. If the bridge proves to be on county owned property, as we believe, county must act with haste to remove the bridge.

Suggested Motion to authorize OSR to contract with David Foley, Backcountry Survey, Inc. to survey the rights-of-way of the Rio Grande Southern Railroad from Vance Junction southerly to CR 63J in Ilium Valley, using the Chair's signature stamp, if necessary, pending county attorney approval, with ratification at the April 22 BOCC meeting.

Suggested Motion to direct OSR staff to work with the Road and Bridge Department to devise and execute a plan to remove an existing wooden bridge across the river on the RGS RR wye, if the survey determines that the bridge is located on county property.