



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, June 10, 2025 - 9:30 a.m.**

**Call to Order**  
**Pledge of Allegiance**  
**Revisions to Agenda**  
**Consent Agenda**

Approval of the Minutes of the May 20, 2025 meeting.

Acknowledge receipt of the Landfill Supervisor's report for the month of May, 2025.

Acknowledge receipt of the Treasurer's report for the month of May, 2025.

**Unfinished Business**

Consideration of the award of the proposal for the purchase of a Crack Seal/Melter Applicator for the Logan County Road and Bridge Department.

**New Business**

The Board will sign a proclamation concerning Men's Health Week June 9-15, 2025.

Consideration of the approval of an application for a Fireworks Display Permit on behalf of the Sterling Boat Club submitted by Debbie Klindt for a fireworks display at the North Sterling Reservoir on July 5, 2025.

Consideration of the approval of an agreement between Logan County and Viaero Fiber Networks, LLC and issuance of Right of Way Permit Number 2025-6 for use of the County Right of Way along County Road 74 and County Road 55 for underground conduit.

Consideration of the approval of a contract between Logan County and Concrete Specialties and Utilities to furnish all materials and work necessary for the replacement of the existing concrete/steel bridge structure on CR 41, between CR 34 and CR 36, Logan County, Colorado. The scope of work will consist of removal of existing asphalt and the existing concrete/steel bridge structure and the installation of a pre-engineered concrete precast box culvert with wing walls installed on both ends. The inside dimensions of the box culvert shall be 10 feet by 5 feet and the length shall be 40 feet, all as described in the Contractor's Bid Proposal, attached as Exhibit A.

Consideration of the approval of a contract between Logan County and Concrete Specialties and Utilities to furnish all materials and work necessary for the replacement of the existing culvert bridge structure on CR 43.5, 2,643 feet north of CR 36, Logan County, Colorado. The scope of work will consist of removal of existing asphalt and the existing corrugated culvert bridge structure and the installation of a pre-engineered concrete precast box culvert with sheet piling and wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 8 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached as Exhibit A.

Consideration of the approval of a contract between Logan County and Concrete Specialties and Utilities to furnish all materials and work necessary for the replacement of the existing corrugated culvert bridge structure on Vansway Drive at Springdale Canal, Logan County, Colorado. The scope of work will consist of removal of existing corrugated culvert bridge structure and installing a temporary bypass road, and the installation of a pre-engineered concrete precast box culvert with sheet piling and concrete wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 6 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached as Exhibit A.

#### **Other Business**

#### **Miscellaneous Business/Announcements**

The next regular meeting will be scheduled for Tuesday, June 17, 2025, at 9:30 a.m. at the Logan County Courthouse.

#### **Executive Session as Needed Adjournment**

May 20, 2025

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Mike Brownell	Chairman
James T. Yahn	Commissioner
Jim Santomaso	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Marilee Johnson	Logan County Public Information Coordinator
Debbie Unrein	Logan County Finance
Mike Burri	Logan County Road and Bridge
Rick Cullip	Logan County Buildings and Grounds
Dave Conley	Logan County Lodging Tax Board
Trae Miller	Logan County Economic Development
Dave Lieber	NJC Young Farmers
Trish McLain	NCHD
Jeff Rice	Journal Advocate

Chairman Brownell called the meeting to order at 9:33 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Brownell added to the agenda the Bridge Replacement for County Road 41 to new business. Chairman Brownell continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of May 6, 2025, meeting.
- Acknowledge receipt of the Sheriff's Fee report for the month of April 2025.
- Acknowledge receipt of the Treasurer's report for the month of April 2025.
- Acknowledge receipt of the Clerk and Recorder's report for the month of April 2025.
- Appointment of Trae Miller to the Sterling Urban Renewal Authority Board of Commissioners as Logan County's representative.

Commissioner Yahn moved to approve the consent agenda. Commissioner Santomaso seconded, and the motion carried 3-0.

Chairman Brownell continued with Unfinished Business:

Commissioner Yahn moved to approve upon recommendation from Mike Burri of Road and Bridge for the replacement for (2) pre-cast box culverts, one at Vansway Drive in the Springdale Irrigation Canal and one at County Road 43.5 approximately ¼ mile north of County Road 36, in the amount of \$147,873 for one and \$171,983 for the second to Concreate Specialties and Utilities. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve Resolution 2025-9 approving a first amendment to the Northeast Colorado Health Department Intergovernmental Agreement between the Counties of Logan, Morgan, Phillips, Sedgwick, Washington and Yuma. Commissioner Santomaso seconded, and the motion carried 3-0.

- Trish McLain of Northeast Colorado Health Department explained background on the amendment to the board.

Chairman Brownell continued with New Business:

Commissioner Yahn moved to approve the bridge replacement per county expedited procedures to protect public safety on County Rd 41 North of Sunset Memorial Gardens on Springdale Ditch; awarding the replacement to Concrete Specialties for a 10X5 box culvert in the amount of \$145,737.00. Commissioner Santomaso seconded, and the motion carried 3-0.

Chairman Brownell opened a public hearing to consider the approval of an application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 14, 2025.

- Dave Lieber with NJC Young Farmers explained the event to the board.

Hearing no further public comment, Chairman Brownell closed the public hearing. Commissioner Santomaso moved to approve the application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 14, 2025. Commissioner Yahn seconded, and the motion carried 3-0.

The Board opened proposals for the purchase of a Crack Seal/Melter Applicator for the Logan County Road and Bridge Department.

- Vance Brothers LLC in the amount of \$78,743.56
- Denver Industrial Sales and Service Company in the amount of \$78,697.00

Chairman Brownell accepted the bids and referred them to Mike Burri with Road and Bridge for recommendation back to the board.

Commissioner Yahn moved to approve the Logan County Lodging Tax Board Project for the 2025 Heritage Festival in the amount of \$1,700.00. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve and accept an offer from the Department of the Army Military Surface Deployment and Distribution Command for the Defense Access Road (DAR) Program for a one-time \$38,601.00 cost-share of fiscal year 2025 funds towards the County's replacement of four cattle guards located on County Road 21 and County Road 58 in Logan County, Colorado. Commissioner Santomaso seconded, and the motion carried 3-0.

## **Other Business**

### **Miscellaneous Business/Announcements**

The next regular meeting will be scheduled for Tuesday, June 10, 2025, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 10:05 a.m.



Submitted by:

  
Logan County Clerk & Recorder

Approved: June 10, 2025

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Mike Brownell, Chairman

Attest:

\_\_\_\_\_  
Logan County Clerk & Recorder

**LOGAN COUNTY SOLID WASTE DEPARTMENT--JOSH KLEIN, SUPERVISOR**

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR MAY 2025		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC	30.44	@ \$1.30	\$39.57
City of Sterling Clean-up	SFCC		@ \$1.30	\$0.00
City of Sterling Packers	SF	572.93	@ \$26.30	\$15,068.06
City of Sterling Dump Trucks	CL	318.24	@ \$26.30	\$8,369.71
General Public	A,CDBD,G,Y	43.95	@ \$26.30	\$1,155.89
Commerial (Packers & Roll Offs)	C	852.51	@ \$26.30	\$22,421.01
>5 Tons on Free Certificates	XTON		@ \$26.30	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	4.04	@ \$39.30	\$158.77
Industrial Waste	All other ID	491.36	@ \$39.30	\$19,310.45
Industrial Petroleum Contaminated Soil	IDPCS		@ \$39.30	\$0.00
Out of County	OC	38.33	@ \$49.47	\$1,896.19
Industrial Waste Out of County	IDOC		@ \$75.47	\$0.00
Rural Free Certificates	NC	92.79	NC	
All County Vehicles	NCC	9.39	NC	
No Charge Tire Weight	NCTW	6.43	NC	
<b>TOTAL TONS</b>		<b>2460.41</b>		
<b>\$15.00 MINIMUM DIFFERENTIAL</b>				<b>\$1,002.58</b>
<b>\$30.00 MINIMUM DIFFERENTIAL</b>				<b>\$9.13</b>
E-Waste Recycling		233 items		\$70.00
E-Waste Recycling	NCEW		NC	
Recycled E-Waste (Landfill)	REW		NC	
Outgoing Recycled Tires/Metal	RT/RM	9.54	NC	
R & B Illegally Disposed Tires & Matts	RBT	69	NC	
Car Tires (CHG)		62	@ \$5.00	\$310.00
Truck Tires (CHG)		31	@ \$8.00	\$248.00
Tractor Tires (CHG)		22	@ \$12.00	\$264.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Appliances (CHG)		5	@ \$5.00	\$25.00
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized LDS	UNSEC/AUTH		@ \$15.00	\$0.00
Pulloff Loads	PULLOFF		@ \$15.00	\$0.00
Total # of Vehicles		839		
<b>TOTAL OC &amp; IDOC</b>				<b>\$1,905.32</b>
<b>TOTAL IN COUNTY</b>				<b>\$68,443.04</b>
<b>GRAND TOTAL</b>				<b>\$70,348.36</b>

SIGNED BY: Pam Jerdig  
DATE: June 2, 2025

## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

May-25	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	275.48	900.35	\$8,087.38
CHARGE	1293.76	2559.24	\$38,796.32
CITY OF STERLING	891.17	1785.84	\$23,464.66
TOTALS	2460.41	\$5,245.43	\$70,348.36

TONS THAT ARE SHIPPED OFF:	
RECYCLED METAL (SWAN)	
RECYCLED METAL (BOHM)	
RECYCLED TIRES (RM)	9.54
SHIPPED OFF TOTALS	9.54

EWASTE TONS SHIPPED OFF:	
GEW	
RECYCLED EWASTE (LF)	
SHIPPED OFF EW TOTAL	0.00

SIGNED BY: *Pam Jerdig*  
DATE: *6-2-2025*

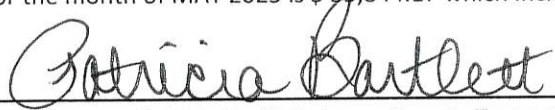


**LOGAN COUNTY TREASURER'S MONTHLY REPORT  
REPORT OF COUNTY FUNDS ONLY  
MAY 2025**

COUNTY FUNDS	4/30/25 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	5/31/25 BALANCE
COUNTY GENERAL	\$ 10,796,116.43	\$ 629,362.61	\$ 75,584.35	\$ 268,588.45	\$ -	\$ (1,108,030.79)	\$ (15,069.82)	\$ 10,646,551.23
ROAD & BRIDGE	\$ 4,942,655.38	\$ 45,910.61	\$ 6,400.57	\$ 588,622.66	\$ -	\$ (404,581.76)	\$ (6,758.60)	\$ 5,172,248.86
CONTINGENT	\$ 857,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 857,999.55
CAPITAL EXPENDITURES	\$ 1,008,158.40	\$ 33,304.45	\$ 4,000.15	\$ 32,615.07	\$ -	\$ (45,829.17)	\$ (666.09)	\$ 1,031,582.81
								\$ -
TELEVISION FUND	\$ 91,064.46	\$ 5,328.81	\$ 639.99	\$ -	\$ -	\$ (2,950.35)	\$ (106.58)	\$ 93,976.33
PEST CONTROL	\$ 351,162.32	\$ 9,002.30	\$ 1,261.04	\$ -	\$ -	\$ (41,684.83)	\$ (180.04)	\$ 319,560.79
LODGING TAX	\$ 218,162.10	\$ -	\$ -	\$ 11,360.65	\$ -	\$ (10,635.57)	\$ -	\$ 218,887.18
SOLID WASTE	\$ 3,422,277.09	\$ 13,325.89	\$ -	\$ 81,826.22	\$ -	\$ (71,304.46)	\$ (266.51)	\$ 3,445,858.23
SOLID WASTE CLOSURE	\$ 884,825.86	\$ -	\$ -	\$ 7,055.19	\$ -	\$ -	\$ -	\$ 891,881.05
CONSERVATION TRUST	\$ 332,642.39	\$ -	\$ -	\$ 136.17	\$ -	\$ -	\$ -	\$ 332,778.56
FAIR FUND	\$ 490,746.60	\$ -	\$ -	\$ 20,316.32	\$ -	\$ (3,237.03)	\$ -	\$ 507,825.89
CAPITAL IMPROVEMENT	\$ 4,268,773.68	\$ -	\$ -	\$ 249,958.49	\$ -	\$ (29,510.93)	\$ (4,965.11)	\$ 4,484,256.13
AMBULANCE FUND	\$ 202,721.41	\$ -	\$ -	\$ 77,167.12	\$ -	\$ (180,903.76)	\$ -	\$ 98,984.77
% TAX COLLECTED TO DATE								80.26%
<b>TOTALS</b>	<b>\$ 27,867,305.67</b>	<b>\$ 736,234.67</b>	<b>\$ 87,886.10</b>	<b>\$ 1,337,646.34</b>	<b>\$ -</b>	<b>\$ (1,898,668.65)</b>	<b>\$ (28,012.75)</b>	<b>\$ 28,102,391.38</b>

STATE OF COLORADO )  
: ss.  
COUNTY OF LOGAN )

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 1,931,231.08 for the month of MAY 2025 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of MAY 2025 is \$ 35,844.17 which includes fees for the County and all taxing authorities.

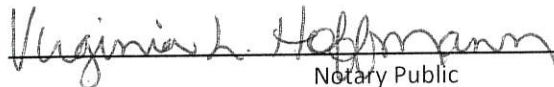


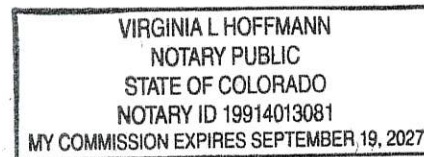
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 4th day of JUNE 2025, by Patricia Bartlett, Logan County Treasurer.

Witness my hand and official seal.

My Commission expires: September 19, 2027

  
Notary Public





May 22, 2025

Dear Board of County Commissioners:

Road & Bridge recommends DISSCO for the award of the Crack Seal/Melter Applicator at \$78,697.00 with all specifications being met and the lowest price.

The only other bid proposal was received from Vance Brothers, LLC at \$78,743.56.

Regards,

A handwritten signature in black ink, appearing to read "Mike Burri".

Mike Burri, Co-Manager  
Logan County Road & Bridge





DENVER INDUSTRIAL SALES & SERVICE CO.  
DENVER, CO 80223  
PHONE (303)935-2485

# Quotation

Date; 5/13/2025

Estimate #; 2025-5-308

Quotation Made To:

Logan County Road & Bridge  
12603 CR 33  
Sterling CO 80751

Ship To

Logan County Road & Bridge  
12603 CR 33  
Sterling CO 80751  
Paula 970-522-3426

I am pleased to submit this quotation for your acceptance. Thank you for the opportunity to quote your material and/or equipment needs. Please take a look at the following numbers and if you have any questions please feel free to contact me.

		Project	Terms	Rep	FOB
		2025 RFP	Net 30	MPS	Vendor
Item	Description	Qty	Unit Price	Total	
CRA44100	ea Crafc 44100 SS250 Diesel Melter RVA	1	74,980.00	74,980.00	
CRA20016	ea Crafc 20016 2 1/2" Pintle Hitch	1	306.00	306.00	
CRA20120	ea Crafc 20120 18" Hitch Extension	1	625.00	625.00	
CRA26119	ea Crafc 26119, 3/8" Safety Hook w/ latch	2	65.00	130.00	
CRA24227	ea Crafc 24227 7 Pin Round RV Connector (STD)	1	0.00	0.00	
CRA24095K.	ea Crafc 24095K Strobe Light, Class II Mounted	1	355.00	355.00	
CRA43416	ea Crafc 43416 Gravity Feed Kit	1	375.00	375.00	
Shipping Crafc Equip - ...	Inbound Freight	1	1,926.00	1,926.00	
	SUBTOTAL			78,697.00	
	Next Page ADDITIONAL OPTIONS AND ACCESSORIES AVAILABLE BUT NOT INCLUDED IN ABOVE PRICE. Choosing any of the following would be a change out OR in addition to the above price.				

Applicable Sales Taxes (if any) are not included in the Total price.

Payment to be made as follows: Terms are as stated above with approved credit.

Prices are quoted F. O. B. Vendor unless otherwise noted above.

Actual quantity delivered may vary due to limitations imposed by USDOT and/or hauling capacity of transportation company.

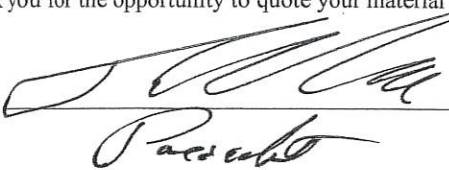
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This quotation shall remain open for a period of thirty (30) calendar days from date hereof.

**Total**

Any contract arising from this quotation shall be expressly limited to the terms and conditions stated herein and the attached Invitation To Bid. Your acceptance of this quotation shall be deemed acceptance of those terms and conditions unless otherwise expressly consented to in writing by Denver Industrial Sales & Service Co. also known as DISSCO. We reserve the right to modify or withdraw this offer at any time prior to your acceptance. This quotation shall remain open for a period of thirty (30) calendar days from date hereof.

I would like to thank you for the opportunity to quote your material and/or equipment needs.

Quotation Made By:  Quotation Accepted By: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



DENVER INDUSTRIAL SALES & SERVICE CO.  
DENVER, CO 80223  
PHONE (303)935-2485

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Project	Terms	Rep	FOB
2025 RFP	Net 30	MPS	Vendor

Item	Description	Qty	Unit Price	Total
CRA24503S	ea Crafc0 24503S LED Arrowbar Light Kit	0	3,750.00	0.00
CRA24516S	ea Crafc0 24516S LED Directional Bar w/ Class 1 Strobe Light and Night Worklights.	0	4,425.00	0.00
CRA24190K	ea Crafc0 24190K Overnight Heater Kit (2 required)	0	475.00	0.00
CRA26058	ea Crafc0 26058 10 lb Fire Extinguisher	0	305.00	0.00
CRA26059	ea Crafc0 26059 10 lb Fire Extinguisher Bracket	0	105.00	0.00
CRA26098	ea Crafc0 26098 Tool Box	0	155.00	0.00
CRA43549	ea Crafc0 43549 Spare Tire Kit **Highly Recommended**	0	685.00	0.00
CRA45599	ea Crafc0 45599 Engine Cover Insulated	0	2,125.00	0.00
CRA38700N	ea Crafc0 38700N Driver Alert System	0	975.00	0.00
CRA51399	ea Crafc0 Conveyor Kit SS250D (Requires 28" Extention)	0	10,395.00	0.00
CRA20140	ea Crafc0 20140 28" Hitch Extension	0	745.00	0.00
CRA47900N	ea UPGRADE to Crafc0 Super Shot 250 Diesel Melter w/ 100 CFM Onboard Air Compressor w/ 42.5 hp Yanmar Turbo Diesel (Different Engine Cover Required)	0	27,372.90	0.00

Applicable Sales Taxes (if any) are not included in the Total price.

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Actual quantity delivered may vary due to limitations imposed by USDOT and/or hauling capacity of transportation company.

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		2025 RFP	Net 30	MPS	Vendor
Item	Description	Qty	Unit Price	Total	
CRA48120S	ea Crafcro 48120N Engine Cover, Insulated, Yanmar	0	3,500.00	0.00	
CRA47491N	ea Crafcro 47491N Kit, Water Separator for Air Wand	0	1,194.17	0.00	
CRA47638N	ea Crafcro 47638N Self Retract Hose Reel, Stainless Steel w/ 3/4" hose	0	3,450.00	0.00	
CRA45660	ea Crafcro 45660 HOT Air Heat Lance, High Velocity w/ 60 ft Hose	0	3,900.00	0.00	
TOOLS AND ACCESSORIES					
KT-GG816	ea Kraft V-Squeegee, Push Type, Silicone Rubber Blade, 54" Wood Handle	0	62.50	0.00	
Silicone Squeegee	ea Silicone Squeegee Replacements, 60D, 1/4" x 2" x 12"	0	8.00	0.00	
KT-GG961	ea Kraft Hand Held 2.5 Gal Pour Pot w/ Legs	0	124.50	0.00	
CRA40200	ea Crafcro wheeled pour pot, 4 gallon	0	910.00	0.00	
CRA27120	ea Crafcro 27120 3" Swivel Disk Applicator	0	107.75	0.00	
CRA27130	ea Crafcro 27130 4" Swivel Disk Applicator	0	129.65	0.00	

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Actual quantity delivered may vary due to limitations imposed by USDOT and/or hauling capacity of transportation company.

Any options added shall be in addition to the above quotation.

This quotation shall remain open for a period of thirty (30) calendar days from date hereof.

**Total**

Any contract arising from this quotation shall be expressly limited to the terms and conditions stated herein and the attached Invitation To Bid. Your acceptance of this quotation shall be deemed acceptance of those terms and conditions unless otherwise expressly consented to in writing by Denver Industrial Sales & Service Co. also known as DISSCO. We reserve the right to modify or withdraw this offer at any time prior to your acceptance. This quotation shall remain open for a period of thirty (30) calendar days from date hereof.

I would like to thank you for the opportunity to quote your material and/or equipment needs.

Quotation Made By:

Quotation Accepted By: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_



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2025 RFP	Net 30	MPS	Vendor

Item	Description	Qty	Unit Price	Total
CRA50270	ea Crafc 50270 Duck Bill Tip	0	19.75	0.00
CRA27114	ea Crafc 27114 Tip Adaptor	0	43.75	0.00
CRA27115	ea Crafc 27115 Tip Adapter - Shroud	0	43.75	0.00
CRA27170	ea Crafc 27170 Tip 3/8" round	0	25.75	0.00
CRA27171	ea Crafc 27171 Tip 1/2" round	0	25.75	0.00
Availability: 4 to 12 weeks ARO, to be quoted at time of order.				
This quotation shall expire June 30th 2025 if not accepted.				

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**Total**

**\$78,697.00**

Any contract arising from this quotation shall be expressly limited to the terms and conditions stated herein and the attached Invitation To Bid. Your acceptance of this quotation shall be deemed acceptance of those terms and conditions unless otherwise expressly consented to in writing by Denver Industrial Sales & Service Co. also known as DISSCO. We reserve the right to modify or withdraw this offer at any time prior to your acceptance. This quotation shall remain open for a period of thirty (30) calendar days from date hereof.

I would like to thank you for the opportunity to quote your material and/or equipment needs.

Quotation Made By:  Quotation Accepted By: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Logan County Road & Bridge Department  
12603 CR 33  
Sterling, CO 80751  
(970) 522-3426

**Crack Sealer/Melter Applicator**

The Logan County Board of Commissioners is accepting sealed proposals for the Purchase of a Crack Seal/Melter Applicator for the Logan County Road & Bridge Department. All proposers shall submit proposals and plans with their recommended heating system.

1. It shall be the responsibility of the proposer to furnish all the necessary equipment materials and personnel to complete the project in an efficient, thorough and workman-like manner.
2. Proposer will provide proposed system, scope of work and engineering required. All proposals shall be submitted in a sealed envelope marked "Crack Seal Machine" by 5:00 p.m., Monday May 19, 2025 to the Logan County Commissioners office 315 Main St., Sterling, CO 80751
3. Any questions can be directed to:

Mike Burri, Logan County Road & Bridge Operations Manager  
Office: 970-522-3426  
Cell: 970-520-6370  
Email: [burrim@logancountyco.gov](mailto:burrim@logancountyco.gov)

The purpose of these specifications is to describe a double-boiler type melter applicator that is specifically designed for and shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified asphalt sealant and specification joint sealant without any further equipment modification. It may be used for the application of resinous, colored sealant and fillers. This unit shall be the manufacturer's current production model manufactured in the United States of America.

<b>1. <u>GENERAL SPECIFICATIONS</u></b>	<b>Comply</b>	<b>Does Not Comply</b>
A. The machine shall be capable of starting at ambient temperature and bringing the sealant material up to application temperature in one hour at 70° F (21.1° C) ambient temperature.	<u>Yes</u>	_____
B. All qualified bidders must have and maintain a complete inventory of replacement parts and have experienced factory-trained service personnel for this equipment.	<u>Yes</u>	_____
C. A comprehensive safety manual and operational/maintenance CD shall be supplied with each unit.	<u>Yes</u>	_____
D. A factory-trained person shall be made available for initial start-up and training in the operation of the melter.	<u>Yes</u>	_____
E. Temperature indicating devices shall have intervals no greater than 1° F (2.8° C) and shall be calibrated as required to assure accuracy.	<u>Yes</u>	_____
F. The melter shall have continuous sealant agitation and a mixing system to provide uniform viscosity and temperature of material being applied.	<u>Yes</u>	_____



	Comply	Does Not Comply
<b>2. REQUIRED SAFETY FEATURES</b>		
A. The unit shall have a safety shut-off on the lid that automatically stops the agitator when the lid is opened.	Yes	
B. The applicator wand shall be equipped with an automatic shut-off feature that will stop the rotation of the sealant pump, sealant flow, and all line pressure when the handle is released or dropped.	Yes	
C. The heat transfer oil shall adequately and efficiently bring the sealant material to application temperature without the use of a heat transfer oil circulation pump. This eliminates the potential exposure of personnel to pressurized hot heat transfer oil.	Yes	
Other: _____	X	
<b>3. TOWING FRAME AND JACK</b>		
A. This unit shall be trailer mounted. The longitudinal side frames and tongue members of the trailer shall be of one continuous piece construction composed of hot rolled steel channel having the minimum dimensions of 5 inches (12.7 cm) depth, 5/16 inch (.79 cm) web thickness with 1.75 inch (4.5 cm) flange width.	Yes	
B. The configuration of the channel shall be cold formed with the flanges on the outside resulting in a one-piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking.	Yes	
C. The tongue shall be equipped with an appropriate heavy-duty ball or pintle hitch and shall be adjustable in height above ground level from a minimum of 14 inches (35.6 cm), to a maximum of 32 inches (81.3 cm), permitting practically level towing with a wide range of towing vehicles. The towing hitch shall be bolted to the hitch plate for easy conversion to other type hitches.	Yes	
D. A screw-post tongue jack shall be furnished. It shall be heavy duty type with a capacity of 5,000 pounds (2,268 kg). It shall be side mounted and swing away for positive road clearance while under tow.	Yes	
Other: _____	X	
<b>4. TRAILER RUNNING GEAR</b>		
A. The unit shall be equipped with a dual independent rubber torsional suspension having a safe load capacity of 5,200 pounds (2,359 kg), electric brakes, modular wheels and ST225/75R15 tubeless tires (Load Range D). This suspension eliminates springs and shackles that rust and reduce ground clearance.	Yes	
B. The unit shall have dual LED taillights, stoplights and turn signals. Lights shall be ICC approved. A license plate holder shall be	Yes	







	<u>Comply</u>	<u>Does Not Comply</u>
anti-splash loading.	<u>Yes</u>	<u>          </u>
D. The loading hatch shall be easily adaptable for the addition of a retrofit powered loading conveyor with anti-splash tower.	<u>Yes</u>	<u>          </u>
Other: _____	<u>X</u>	<u>          </u>

- A. The heat transfer oil is heated by one 12-volt 290,000 BTU high efficiency forced air diesel fired burner directly at the bottom of the heat transfer oil tank
- B. The burner shall fire into a burner combustion box. The box will be insulated by a high temperature flexible insulation that is resistant to damage from the vibration and over road travel. Rigid insulation is unacceptable.
- C. The total area exposed to the burner shall be a minimum of 7,655 square inches (49,387 square cm). The material tank shall have a minimum of 6,632 square inches (42,787 square cm) of contact with the heat transfer oil. No other mechanical circulation of the heat transfer oil by pump shall be accepted. This provides for a melt rate of 2,000 pounds (907.1 kg) per hour.
- D. The burner shall be lit by a constant duty high voltage transformer powering an electric spark ignitor. This ignitor shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply.
- E. The thermostat control is located on the curbside of the machine for operator safety.

## 11. INTEGRATED CONTROL SYSTEM

Page 6 of 11





## 17. ENGINE

Yes

	Comply	Does Not Comply
The engine speed is preset at the factory for optimal alternator output to power the heated wand and hose.		
Engine Shutdown Package (low oil pressure & high temperature)	Yes	
Other: _____	X	
<b>18. FUEL CAPACITY</b>		
A. The melter shall have a 32 gallon (121 l) diesel fuel tank for operation of the entire unit.	Yes	
B. The unit will be capable of operating for a minimum of 12 hours on one tank of fuel.	Yes	
C. The tank shall be equipped with full length sight gauges for fuel level indication protected in a steel cover.	Yes	
Other: _____	X	
<b>19. PAINT</b>		
A. All painted surfaces shall be coated with Dupont two-part epoxy paint applied by Dupont certified painters.	Yes	
Other: _____	X	
<b>20. TRAINING</b>		
A. An authorized, factory representative will be made available for a full day of training at a facility designated by the bidding agency.	Yes	
B. At this training session a complete operational, mechanical and safety overview will occur.	Yes	
C. Both safety and operational manuals will be viewed and discussed with all concerned personnel.	Yes	
D. Additionally, the representative will be available at that time for "on the job" safety and field training.	Yes	
Other: _____	X	
<b>21. SAFETY AND TRAINING MANUALS</b>		
A. A written Safety Manual will be provided to the bidding agency.	Yes	
<b>22. PARTS</b>		
A. Bidders must show proof that a large stock of parts for the model of equipment upon which he is bidding is maintained at his facility.	Yes	

	<u>Comply</u>	<u>Does Not Comply</u>
<b>23. <u>AWARD</u></b>		
A. Equipment is for use by the Highway Department and must meet the requirements of that agency as interpreted by the Highway Commissioner.	<u>Yes</u>	<u>          </u>
B. Prior to award, the Purchasing Agency may require a visit to the supplier's facility to assure supplier has plant capacity to manufacture and deliver equipment on time as required.	<u>Yes</u>	<u>          </u>
C. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation.	<u>Yes</u>	<u>          </u>
<b>24. <u>WARRANTY</u></b>		
A. The manufacturer shall warranty the equipment for one year or as otherwise noted in the manufacturer's standard warranty policy.	<u>Yes</u>	<u>          </u>
<b>25. <u>QUALIFICATIONS OF BIDDERS</u></b>		
A. No bid will be considered unless the bidder can meet the following conditions:	<u>Yes</u>	<u>          </u>
B. Bidder must have a parts/service location and keeps a sufficient stock of parts on hand at all times.	<u>Yes</u>	<u>          </u>
C. The equipment offered is the stock model chassis that meets the requirements of the specifications without material changes or modifications.	<u>Yes</u>	<u>          </u>
D. The model is regularly advertised and sold by the manufacturer.	<u>Yes</u>	<u>          </u>
E. The bidder has been engaged in the sale and support of this make and model of equipment for at least twenty-four months.	<u>Yes</u>	<u>          </u>

**BASE PROPOSAL PRICE AS PER ABOVE SPECIFICATIONS** \$ 78,697.00

**OPTIONS REQUIRED**

18" Hitch Extension  
LED Warning Beacon (Whelan Type or equivalent)  
Gravity Pour to fill pots and or drain machine

**APPROVED EQUAL**

Bidders offering to supply equipment deviating from the included specifications must supply a detailed description of the equipment being offered. Bidders offering to supply equipment other than the listed specifications shall also supply a list of references who have successfully heated, mixed and applied sealants through the equipment being offered. For purposes of comparison a separate list of all deviations to this specification must be attached to your bid document.



Prior to bid award an on-site demonstration of the equipment offered may be requested. All bidders offering other than the listed specifications will be required to provide an on-site demonstration at the agency's location within 7 days of request to verify that their unit complies with all specification requirements before their bid will be considered. Failure to carry out the provisions noted herein is deemed sufficient reason to reject the bidder's proposal.

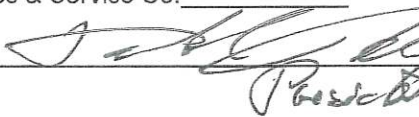
Equipment must include all applicable OSHA required equipment and meet all applicable OSHA regulations at time of manufacture. Include appropriate literature for model and list on a separate sheet all optional equipment with prices available above and beyond specifications.

Notify the Road and Bridge Department of any irregularities or any inability to meet the suggested minimum specifications no later than two days before proposal opening. Any proposals received without the blanks being completed, in detail, will not be considered.

The Board of County Commissioners reserves the right to reject any and all proposals and to accept the proposal deemed to be in the best interest of Logan County.

BASE PROPOSAL PRICE AS PER ABOVE SPECIFICATIONS \$ 78,697.00

Company Name: (please print or type) Denver Industrial Sales & Service Co.

Sales Representative: Todd Mellema 

Mailing Address: 850 S Lipan Street

City/State/Zip: Denver CO 80223

Phone: 303-935-2485

E-mail: todd@dissco.net



Logan County Road & Bridge Department  
12603 CR 33  
Sterling, CO 80751  
(970) 522-3426

**Crack Sealer/Melter Applicator**

The Logan County Board of Commissioners is accepting sealed proposals for the Purchase of a Crack Seal/Melter Applicator for the Logan County Road & Bridge Department. All proposers shall submit proposals and plans with their recommended heating system.

1. It shall be the responsibility of the proposer to furnish all the necessary equipment materials and personnel to complete the project in an efficient, thorough and workman-like manner.
2. Proposer will provide proposed system, scope of work and engineering required. All proposals shall be submitted in a sealed envelope marked "Crack Seal Machine" by 5:00 p.m., Monday May 19, 2025 to the Logan County Commissioners office 315 Main St., Sterling, CO 80751
3. Any questions can be directed to:

Mike Burri, Logan County Road & Bridge Operations Manager  
Office: 970-522-3426  
Cell: 970-520-6370  
Email: [burrim@logancountyco.gov](mailto:burrim@logancountyco.gov)

The purpose of these specifications is to describe a double-boiler type melter applicator that is specifically designed for and shall be capable of heating and applying all grades of asphalt rubber sealant, fiber modified asphalt sealant and specification joint sealant without any further equipment modification. It may be used for the application of resinous, colored sealant and fillers. This unit shall be the manufacturer's current production model manufactured in the United States of America.

1. <u>GENERAL SPECIFICATIONS</u>	Comply	Does Not Comply
A. The machine shall be capable of starting at ambient temperature and bringing the sealant material up to application temperature in one hour at 70° F (21.1° C) ambient temperature.	Yes _____	_____ _____
B. All qualified bidders must have and maintain a complete inventory of replacement parts and have experienced factory-trained service personnel for this equipment.	Yes _____	_____ _____
C. A comprehensive safety manual and operational/maintenance CD shall be supplied with each unit.	Yes (USB DRIVE) _____	_____ _____
D. A factory-trained person shall be made available for initial start-up and training in the operation of the melter.	Yes _____	_____ _____
E. Temperature indicating devices shall have intervals no greater than 1° F (2.8° C) and shall be calibrated as required to assure accuracy.	Yes _____	_____ _____
F. The melter shall have continuous sealant agitation and a mixing system to provide uniform viscosity and temperature of material being applied.	Yes _____	_____ _____

	<u>Comply</u>	<u>Does Not Comply</u>
ST225/75R15 tubeless tires (Load Range D). This suspension eliminates springs and shackles that rust and reduce ground clearance.	Total Rating Tires Meet	_____
B. The unit shall have dual LED taillights, stoplights and turn signals. Lights shall be ICC approved. A license plate holder shall be attached to the driver's side taillight.	Yes	_____
C. All melter fluid tanks shall be positioned no lower than the deck level and mounted on top of the channel frame members to assure proper ground clearance. Units that have components that extend below the trailer frame are unacceptable.	Yes All Fluids above Frame	_____
D. The unit shall also be equipped with two safety chains not less than 48 inches (121.9 cm) of .38 inch (.97 cm) coil proof chain attached to the tongue with a drilled type clevis pin on the end attached to the frame and screw type clevis pin on the opposite end.	Yes	_____
E. Total shipping weight is approximately 5,860 pounds (2,658 kg).	_____	_____
Other: _____	Yes	_____

##### **5. HEATING TANK**

A. The material heating tank shall be a minimum of 50.50 inches (128.27 cm) in diameter by 29.50 inches (74.93 cm) deep having a minimum capacity of 250 gallons (946 l) at ambient temperature. Oval or square sided tanks are unacceptable as they allow for uneven agitation resulting in a non-homogenous sealant and uneven heating of sealant.	Meets intent, 230 gallons, thicker tank walls than specified for longevity of tank	_____
B. The tank will have a rear discharge from the pump and rear plug outlet. A double boiler type jacket shall create a reservoir that shall hold a minimum of 49 gallons (185 l) and require no more than 55 gallons (207 l) of heat transfer oil at 70° F (21° C). (Note: at 500° F (260° C) the heating oil will expand approximately 18%).	Meets Intent, heat transfer oil is 30 gallons, more efficient than specified with lower maintenance cost	_____
C. The jacket shall wrap around 100% of the outside area of the circular material tank and bottom and allow for complete circulation of the heated transfer oil.	Yes meets intent, tank has 2" elongation to provide a lower loading	_____

	<u>Comply</u>	<u>Does Not Comply</u>
service. A sight gauge level indicator equipped with a thermometer to measure oil temperature will be mounted on the tank and located where it is easily viewed.	_____	_____
F. The unit shall have a self-contained air to oil hydraulic cooler with an electric fan to maintain proper hydraulic oil temperatures.	NÖ, Exceed. properly sized hydraulic system does not require a hydraulic cooler.	_____
Other: _____	_____	_____
<b>8. <u>TANK INSULATION</u></b>		
A. The heating tank shall be insulated with a minimum of 1 1/2 inch (3.81 cm) thick high temperature ceramic insulation and covered by a 22 gauge (.07 cm) steel outer wrapper. Fiberglass and rock wool insulation are unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period.	Yes	_____
Other: _____	_____	_____
<b>9. <u>LOADING HATCH</u></b>		
A. A low profile angled lid opening for loading shall be required at the top of the material tank and shall be located on the curbside of the machine for operator safety. The loading height shall be a minimum of 50 inches (127 cm) and shall not exceed 59 inches (149 cm) for correct ergonomic lifting and fume exposure.	Exceed Loading height is lowest in industry for safety 50" Crafco is 59"	_____
B. This will allow the operation of the equipment, including sealant loading, from curbside. Loading systems that require the operator to step onto the melter are unacceptable.	Yes	_____
C. The opening shall have a minimum area of 384 square inches (2,477 square cm), while not exceeding 400 square inches (2580 square cm) in order to prevent heat loss, and shall be hinged to allow placement of a block of sealant onto lid and closure of lid for easy, anti-splash loading.	Exceed, Loading door will fit any manufacture r sealant block, doors and handles are insulated.	_____

	<u>Comply</u>	<u>Does Not Comply</u>
D. The temperature controls shall be in a single weatherproof control box.	yes _____	_____ _____
E. The controls shall be activated by a single power switch, which will then turn each function on at the proper time.	yes _____	_____ _____
F. The control will have fully integrated electric over hydraulic lockout for the agitation system, which prevents the agitator from being powered until the material temperature reaches 275°F (135°C). This prevents hydraulic system damage caused by overheating of hydraulic oil and reduces wear.	Yes _____	_____ _____
G. The control shall have a fully integrated electric over hydraulic lockout for the pumping system, which will prevent the pump from being powered until the hose temperature reaches 325°F (162.8°C). This prevents hydraulic system damage caused by overheating of hydraulic oil and reduces wear.	Yes _____	_____ _____
H. This control box shall also contain the engine ignition controls, hour meter and any engine gauges.	Yes _____	_____ _____
Other: _____	_____	_____

## 12. DRIVE AND DRIVE CONTROLS

A. The motive force to the agitator and material pump shall be hydraulic motors driven by a hydraulic pump.	Yes _____	_____ _____
B. The drive controls governing the rotational speed of the material pump shall be controlled by adjustable hydraulic valves.	Agitation direction can be controlled, speed is pre set _____	_____ _____
C. The material pump will have infinite speed control and is electrically actuated by a toggle switch on the control panel or a switch on the hand wand.	Speed control from 0-9 in flow settings by knob. _____	_____ _____
Other: _____	_____	_____

## 13. AGITATION

A. The sealant material shall be mixed by a hydraulically driven, full sweep vertical agitator with two opposing horizontal paddles and vertical risers attached to the ends. This feature ensures that material remains in complete suspension and that the hot material stays in the lower area of the tank and does not get splashed or thrown to the upper areas of the tank.	Exceed. Agitator paddles are do not have an upper attachment to impede loading door. Also all agitators have _____	_____ _____
---	--	----------------



	<u>Comply</u>	<u>Does Not Comply</u>
		serviceability
C. The pump and agitator drive shaft stands vertically attached to two motors on the top surface of the tank.	_____	_____
D. One motor rotates an axial tube having radial mixing blades at the chamber bottom.	_____	No, proper asphalt pump located in rear cabinet heat box outside of sealant tank for serviceability
E. The second motor drives a coaxial shaft running through the tube to the pump.	_____	No, proper asphalt pump located in rear cabinet heat box outside of sealant tank for serviceability
F. Sealant pumping shall be on demand.	Yes	_____
G. When pumping stops, all line pressure and sealant flow shall stop.	Yes	_____
H. No external plumbing or recirculation back into the tank is acceptable.	Yes	_____

	<u>Comply</u>	<u>Does Not Comply</u>
	generator. 82 vola, low amperage dedicated power to heated hose.	
B. The combination length between the hose and wand shall not be less than 22 feet (6.70 m).	Yes	
C. Due to weight and safety considerations, an oil-jacketed hose is unacceptable.	Yes	
D. The hose shall be specifically manufactured for handling liquid asphalt products up to 500° F (260° C) at 500 psi (34.47 bar) working pressure.	Yes	
E. Hose shall not be less than 18 feet (5.48 m) in length.	Yes	
F. For maximum operator safety it shall be made of stainless steel braid with a 3/4 inch (1.91 cm) inside diameter and shall be Teflon lined. Further, it shall be heavily insulated to prevent hot material from leaking out.	Yes	
G. Total diameter of the hose shall be not greater than 2 ¼ inch (5.72 cm). The total weight of the hose shall not exceed 20 pounds (9.07 kg).	Yes	
H. The hose is to be wrapped with a minimum of three electrical wires with terminal ends. The wires will be capable of heating the hose to 400°F (204° C) in less than 45 minutes and have variable temperature control capability.	Exceed more than 3 wires, less than 40 minutes. 4'	
I. The hand wand shall not be less than 4 feet (1.22 m) in length.		
J. The hand wand shall be constructed of steel with sufficient strength to withstand normal day-to-day operation.		Aluminu m and steel
K. Material flow is controlled by a trigger switch.	Yes	
L. For greater operator mobility, the connection between the wand and hose shall be through a 360° swivel.	Yes	
M. There shall be no obstruction or valves between the material pump and the wand end.	Yes	
N. The hose is supported by a 6 ft. boom (1.83 m), which swivels side to side on dual pillow block bearings.	Meets intent, boom on single	

	<u>Comply</u>	<u>Does Not Comply</u>
A. All painted surfaces shall be coated with Dupont two-part epoxy paint applied by Dupont certified painters.	Yes, Sherwin not Dupont.	_____
Other: _____	_____	_____
<b>20. <u>TRAINING</u></b>		
A. An authorized, factory representative will be made available for a full day of training at a facility designated by the bidding agency.	Yes	_____
B. At this training session a complete operational, mechanical and safety overview will occur.	Yes	_____
C. Both safety and operational manuals will be viewed and discussed with all concerned personnel.	Yes	_____
D. Additionally, the representative will be available at that time for "on the job" safety and field training.	Yes	_____
Other: _____	_____	_____
<b>21. <u>SAFETY AND TRAINING MANUALS</u></b>		
A. A written Safety Manual will be provided to the bidding agency.	Yes	_____
<b>22. <u>PARTS</u></b>		
A. Bidders must show proof that a large stock of parts for the model of equipment upon which he is bidding is maintained at his facility.	Yes	_____
<b>23. <u>AWARD</u></b>		
A. Equipment is for use by the Highway Department and must meet the requirements of that agency as interpreted by the Highway Commissioner.	Yes	_____
B. Prior to award, the Purchasing Agency may require a visit to the supplier's facility to assure supplier has plant capacity to manufacture and deliver equipment on time as required.	Yes	_____
C. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation.	Yes	_____
<b>24. <u>WARRANTY</u></b>		



Comply      Does Not  
Comply

Notify the Road and Bridge Department of any irregularities or any inability to meet the suggested minimum specifications no later than two days before proposal opening. Any proposals received without the blanks being completed, in detail, will not be considered.

The Board of County Commissioners reserves the right to reject any and all proposals and to accept the proposal deemed to be in the best interest of Logan County.

BASE PROPOSAL PRICE AS PER ABOVE SPECIFICATIONS \$ 78,743.56

Company Name: (please print or type) Vance Brothers, LLC

Sales Representative: Carl Martin

Mailing Address: 380 West 62<sup>nd</sup> Ave

City/State/Zip: Denver, Colorado 80216

Phone: 303-341-2604

E-mail: cmartin@vancebrothers.com

# Proclamation



**Whereas**, Men's Health Month is part of an ongoing international effort to educate men, boys, and their families about receiving regular disease prevention screenings and living healthier lifestyles; and

**Whereas**, nationwide, life expectancy for men averages five years fewer than that of women, with men experiencing higher rates of health problems such as diabetes, obesity, cancer, heart disease, and premature mortality; and

**Whereas**, Men's Health Network is recognized for their esteem in the creation of, maintenance, and champion over national efforts of officially distinguished Men's Health Month and Men's Health Week, as established in 1994; and

**Whereas**, Men's Health Month is a time for the public to recognize the mental and physical health needs of men and boys while encouraging fathers to be role models for their children through preventive health screenings, healthy living and seeking needed help; and

**Whereas**, the growing epidemic of suicide and substance abuse requires special effort to raise awareness of unrecognized and undiagnosed depression and mental stress in boys and men; and

**Whereas**, the centerpiece of Men's Health Month is National Men's Health Week, a special awareness period passed by Congress and signed into law by President Bill Clinton on May 31, 1994, and officially facilitated yearly by the efforts of Men's Health Network.

**Now Therefore, Be it Resolved**, the Logan County Board of County Commissioners does hereby proclaim June 9-15, 2025 as Men's Health Week in Logan County.

Done this 10th day of June, 2025.

**Board of County Commissioners  
Logan County, Colorado**

\_\_\_\_\_  
Mike Brownell, Chairman

\_\_\_\_\_  
James T. Yahn

\_\_\_\_\_  
Jim C. Santomaso



APR 04 2025

To the Honorable Authorized Officer,

CLERK &amp; REC

June includes Men's Health Month (MHM) and Men's Health Week (MHW) as special awareness periods, with Men's Health Week recognized by Congress as the week leading up to and including Father's Day (June 09-15 in 2025). In recognition of Men's Health Month, **we urge you to issue a proclamation in support of Men's Health Month or Men's Health Week**, as well as a press release encouraging men and boys to be aware of their health needs yearlong.

Men's Health Month is a time to recognize the mental and physical health needs of men and boys while encouraging fathers to be role models through preventive health screenings, healthy living, and seeking needed help. The Covid-19 pandemic has had a devastating impact on men's health in the U.S., dropping male life expectancy by two years, according to a study by Oxford University.

Men's Health Month began in 1994 through the efforts of Men's Health Network and with the Congressional passage of Men's Health Week, sponsored by Senator Bob Dole (KS) and Congressman Bill Richardson (NM). Men's Health Week was signed by President Clinton, and became Public Law 103-264 on May 31, 1994.

As then-Congressman Bill Richardson noted at the time:

***"Recognizing and preventing men's health problems is not just a man's issue. Because of its impact on wives, mothers, daughters, and sisters, men's health is truly a family issue."*** -Congressional Record, May 24, 1994, H3905

To help your community celebrate Men's Health Month, we maintain the 'Wear Blue' program website ([WearBlueForMensHealth.com](http://WearBlueForMensHealth.com)), coordinate 'Wear Blue Day' events ([WearBlueDay.org](http://WearBlueDay.org)), and offer a free MHN HealthZone planning kit ([MHNHealthZone.com](http://MHNHealthZone.com)), designed to help organizations conduct their own events and awareness activities. A free MHM digital toolkit is available at [MensHealthMonth.org](http://MensHealthMonth.org).

Thousands of organizations across the country and around the globe participate in Men's Health Month, promoting the health and wellness of men, boys, fathers, and their families. We also sponsor health awareness fairs and events on Capitol Hill that are attended by hundreds of lawmakers and staff.

With the growing epidemic of suicide and substance abuse, we are again making a special effort to raise awareness of unrecognized and undiagnosed depression and mental stress in males. Yearly, we organize meetings for mental health groups and medical associations, produce white papers and journal articles, op-eds, radio and TV appearances, health fairs, and produce conference presentations.

We ask that you help to raise awareness of critical health issues that affect so many boys, men, and families. Please take this time to encourage males in your community to engage in healthy behaviors, obtain regular screenings, and to seek help when needed by issuing a proclamation declaring June as Men's Health Month in your community. Your proclamation will be displayed in Congress and, with your permission, a copy will be placed on [MensHealthMonth.org](http://MensHealthMonth.org) for the citizens of your state and across the nation to view.

For convenience, enclosed is a sample proclamation.

***Please send proclamations to:***

***Men's Health Network,  
P.O. Box 77476,  
Washington, DC 20013***

Thank you for your essential assistance in promoting health awareness in your community. If you include additional copies of the proclamation, we will present them to your Congressional delegation. Please also consider participating in 'Wear Blue Day,' on Friday, June 13, 2025, and post your 'Wear Blue' photos to social media and with the hashtag #ShowUsYourBlue.

Sincerely,

The Men's Health Network Team





<https://logancounty.colorado.gov>

**Sterling Boat Club  
Fireworks Display  
FD2025-1 June 2025  
North Sterling Reservoir**

## FIREWORKS DISPLAY PERMIT APPLICATION

Date: 5-15-25

FEE: \$25.00

Date of Proposed Display: July 5<sup>th</sup>, 2025

Organization: Sterling Boat Club -

Contact Name: Debbie Klundt

Contact Address: 908 Douglas St. Phone #: 520-7632

Email: lakebum60@gmail.com

### Name and Address of Person(s) to be setting off/lighting/operating the display:

Name: Lance Williams

Address: Sterling Co 80751 Phone #: 970-466-0919

Prior Experience: \_\_\_\_\_

Name: Jeff Gardiner

Address: Sterling Co 80751 Phone #: 970-580-7179

Prior Experience: previous fireman

Exact Location of Display: (Please attach map) Sterling Boat Club Property  
@ North Sterling Reservoir

Time of Display: (1 Hour Limit) dusk Expected Number of Attendees: 200's

Purpose of Display: celebrate 4<sup>th</sup> of July with State Parks +  
community

Proposed Method of Safeguarding the Participants, Neighbors, and Others from damages from display: (Please note fire extinguishers, shovels, and other equipment that will be available onsite.)

We have a private fenced off property only members & their guests can be there. Other community members watch from outside the perimeter of the Boat Club. Boat Club members stay behind a designated safe area during the display. We have endless water supply, hose and hydrant, fire extinguishers, tractor and members of the Fire Department on site.

Nearest Telephone and Distance from Display Area: All/most members have

cell phones and can use them if necessary

Methods of Crowd Control: Designated areas for all bystanders.

Applicant Name: Debbie Klindt

Applicant Title: member

Applicant Address: 6770 CR 35 Atwood Phone #: 520-7632

Applicant Signature: Debbie Klindt Date: 5-15-25

**Sterling Boat Club  
Fireworks Display  
FD2025-1 June 2025  
North Sterling Reservoir**

## Conditions of Permit:

1. All firework displays performed in the State of Colorado must be conducted by a Certified Firework Display Operator or a Certified Pyrotechnic Operator, whichever classification is appropriate. For information contact: Colorado Department of Safety, Division of Fire Safety, 700 Kipling, Lakewood, CO 80215, (303) 239-4463.
2. Permittee must comply with Logan County Resolution dated, May 5, 1987, regarding fireworks displays.
3. Permittee must comply with Colorado Revised Statute, Section 12-28-103 and any related or applicable State of Colorado Statute regarding fireworks displays.
4. Permittee must comply with National Fire Protection Association Codes 1123 – 1990, Code for the Outdoor Display of Fireworks and/or any other National Fire Protection Association Codes as adopted by the County or as prescribed by State law.
5. Permittee must comply with International Fire Code Section 3308, Fireworks Display.
6. Any resulting permit is null and void on days when burning is restricted or banned by Logan County Red Flag Burning Restrictions Ordinance, Number 2009-1, or the Logan County Open Fire and Open Burning Restriction Ordinance, Number 2006-01.
7. Other Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED:

Signed at Sterling, Colorado on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### THE BOARD OF COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Mike Brownell (Aye) (Nay)

\_\_\_\_\_  
James T. Yahn (Aye) (Nay)

\_\_\_\_\_  
Jim C. Santomaso (Aye) (Nay)

**Sterling Boat Club  
Fireworks Display  
FD2025-1 June 2025  
North Sterling Reservoir**



**County Use Only**

Permit Fee \$ 25.00 (Non-Refundable) – Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_

Performance Bond on Deposit (Not less than \$1,000.00): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fire Chief or Sheriff's Written Report Received: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) 10<sup>th</sup> day of June, 2025, by and between the County of Logan, State of Colorado, hereinafter called "County", and Viaero Fiber Networks, LLC the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description):  
North side of CR 74 in Logan County, heading east to CR 55 then south down CR55

\_\_\_\_\_ ; and

WHEREAS, Applicant desires to install and construct a conduits underground, which will be located (**Circle One**) along, ~~bore under,~~ **trench** across along CR 74, then crossing south and along CR 55, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$100.00** or **\$200.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

- ☒ Applicant agrees to consult with any irrigation ditch company whose ditch will be crossed by the installation and confer about best practices in performing the installation in a manner that will not damage or weaken any ditch structures.
- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct conduits underground, described above, in the right of way of CR 74 & CR 55, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than August 30, 2025.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

☒ Applicant hereby releases the County from any liability for damages caused by said trench & plowing, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

☒ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☒ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☐ Other \_\_\_\_\_ Provisions:

**Land Owner #1**

LOGAN COUNTY ROW \_\_\_\_\_ Printed

Name \_\_\_\_\_

Signature \_\_\_\_\_

**Land Owner #2**

\_\_\_\_\_ Printed

Name \_\_\_\_\_

Signature \_\_\_\_\_

**Individual Right-of-Way Permit Applicant:**

Ron Christensen

Printed name

*Ron Christensen*

Signature

Address: 17372 Hwy 34  
Fort Morgan, CO 80701  
970-768-5057

Application Fee Paid \_\_\_\_\_

Date 04/21/2025

Erin Dugan, Permitting Manager 970-768-3318

Email: ron.christensen@viaerofiber.com / Erin.dugan@viaerofiber.com

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS**

**LOGAN COUNTY, COLORADO**

Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)

Jim C. Santomaso (Aye) (Nay)

**Viaero Fiver Network, LLC**

**Right of Way**

**ROW2025-6 June 2025**

**CR 74, CR 55, Peetz**

**Revised 7/2024**

Work will begin on CR 74, 247' east of CR 51, heading east to CR 55.

Then heading south on CR 55 1840'.

We will be constructing conduits underground for fiber optics system via bore, trench & plow.

We will be placing (2) 1.25" SDR-11. Plowing 11200', Trenching 25' & Boring 1115'

RECEIVED

APR 23 2025

BY: 2:55 pm

Viaero Fiber Network, LLC  
Right of Way  
ROW2025-6 June 2025  
CR 74, CR 55, Peetz



# VIAERO FIBER NETWORKS, LLC CONSTRUCTION PLANS

## PEETZ, COLORADO

### LOGAN COUNTY, COLORADO

#### CONSTRUCTION NOTES:

1. CONTRACTOR MUST HAVE A COPY OF THE APPROVED PERMIT FROM THE APPROPRIATE AGENCIES ON THE JOBSITE AT ALL TIMES.
2. ALL WORK IS TO BE IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION IN THE WORK ZONE.
3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, QUANTITIES, AND EXISTING CONDITIONS PRIOR TO STARTING CONSTRUCTION.
4. CONTRACTOR MUST OBTAIN LOCATES AND POTHOLE ALL UTILITIES ALONG THE PLANNED RUNNING LINE PRIOR TO CONSTRUCTION.
5. THE UTILITY SIZE AND EXACT LOCATION CROSSING THE PROPOSED RUNNING LINE SHALL BE DETERMINED DURING THE POTHOLE PROCESS AND NOTED ON THE CONSTRUCTION DRAWINGS.
6. CONTRACTOR IS RESPONSIBLE FOR DETERMINING LOCATION AND AVOIDING ALL CONFLICTS WITH EXISTING UTILITIES.
7. ALL CABLE IS TO BE PLACED AT THE VIAERO STANDARD MINIMUM DEPTH OF 48".
8. ANY DISTURBED LANDSCAPING IS TO BE REPLACED TO EQUAL OR BETTER THAN THAT WHICH EXISTED PRIOR TO WORK.
9. ALL WORK IS TO BE PROPERLY BACKFILLED PRIOR TO END OF WORKDAY. NO OPEN TRENCHES ARE ALLOWED OVERNIGHT.
10. NO CONSTRUCTION ON PRIVATE PROPERTY IS TO COMMENCE UNTIL EASEMENT IS GRANTED IN WRITING BY VIAERO.
11. IN AREAS WHERE PROPOSED WORK IS IN CLOSE PROXIMITY TO EXISTING RIGHTS-OF-WAYS AND/OR PROPERTY LINES, CONTRACTOR IS RESPONSIBLE FOR LOCATING SAID LINES AND AVOIDING ENCROACHMENT ONTO UNAUTHORIZED PROPERTY.
12. THESE PLANS ARE PRESENTED IN A PERFORMANCE SPECIFICATION FORMAT. BIDDING CONTRACTORS ARE ADVISED TO CONTACT VIAERO FIBER NETWORKS, LLC FOR ANY ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING SCOPE OF WORK OR THE REQUIREMENTS NECESSARY FOR PROJECT COMPLETION.
13. CONTRACTORS ARE ADVISED TO CONTACT VIAERO FIBER NETWORKS, LLC FOR ANY ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING SCOPE OF WORK OR THE REQUIREMENTS NECESSARY FOR PROJECT COMPLETION.

#### CONTACT INFORMATION:

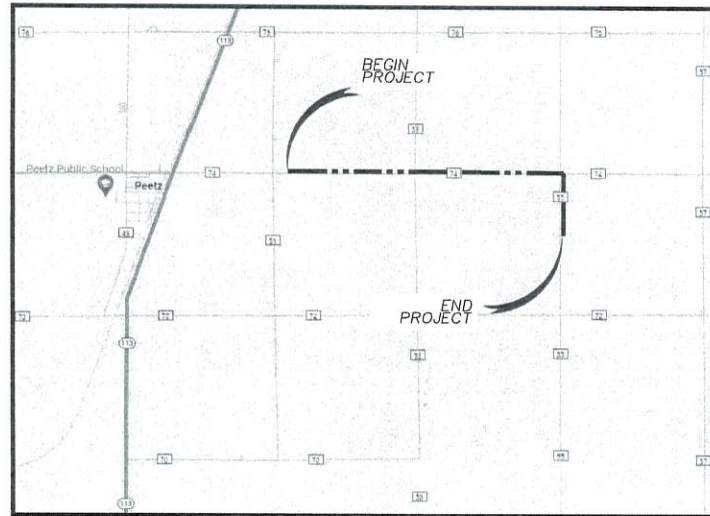
VIAERO FIBER NETWORKS, LLC  
RON CHRISTENSEN PH: 970-467-3142  
ron.christensen@viaerofiber.com

#### GENERAL NOTES:

1. RUNNING LINE PLAN COLOR INDICATES:  
VICINITY MAP: BLACK = FOR ROUTE ONLY  
PLAN SHEETS: RED = DIRECTIONAL BORE  
PLAN SHEETS: GREEN = PLOW  
PLAN SHEETS: TRENCH = ORANGE

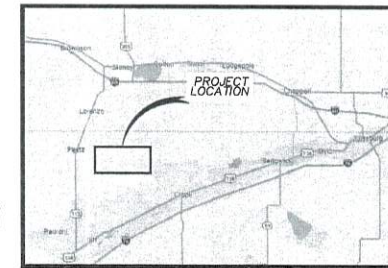
#### SCOPE OF WORK:

THIS PROJECT IS PROPOSED TO CONSTRUCT CONDUITS UNDERGROUND WITHIN THE LOGAN COUNTY RIGHT-OF-WAY. FOR PROJECT ROUTE REFERENCE THE PROJECT MAP ON THIS SHEET. THIS PROPOSED PROJECT IS APPROXIMATELY 12340' IN LENGTH WITHIN THE LOGAN COUNTY RIGHT-OF-WAY.



Project Map  
NOT TO SCALE

WORK PLAN INDEX	
SHEET	
01	COVER SHEET
02-07	PROJECT SHEET
08-09	PROJECT NOTES
10	PROJECT DETAILS



Vicinity Map  
NOT TO SCALE

MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	VIAERO (2) - 1.25" SDR-11	12340	
FT	VIAERO 24 FIBER	12840	
EA	VIAERO 34"x36"x24"/20K HH	6	

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	PLOW (2) 1.25" SDR-11	11200	
FT	TRENCH (2) 1.25" SDR-11	25	
FT	PLACE VIAERO 24 FIBER	12840	
EA	PLACE VIAERO 34"x36"x24"/20K HH	6	

#### LEGEND

- STREET SIGN
- FIRE HYDRANT
- WATER METER
- GAS METER
- ELECTRIC METER
- UTILITY VALVE
- UTILITY POLE
- UTILITY MANHOLE
- EXISTING STREET LIGHT
- EXISTING UTILITY HANDHOLE
- ELECTRICAL/UTILITY CABINET
- TELECOM PED - CROSS BOX
- PROPOSED VIAERO MANHOLE
- PROPOSED VIAERO HANDHOLE
- STORM INLET
- STORM GRATE
- CULVERT
- TREE
- BORE PIT
- EXISTING LANDSCAPE AREA
- EXISTING WELL
- EXISTING POLE CELL TOWER

#### LINETYPES

- CONDUIT - SEE NOTE
- CONDUIT-PLOW
- CONDUIT-TRENCH
- CONDUIT-DIRECTIONAL BORE
- RIGHT-OF-WAY
- EASEMENT
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EDGE OF SIDEWALK
- FENCE-EXISTING
- GUARD RAIL-EXISTING
- RAILROAD-EXISTING
- GAS-EXISTING
- ELECTRIC-EXISTING
- TELECOM-EXISTING
- STORM SEWER-EXISTING
- SANITARY SEWER-EXISTING
- STREAM/DITCH/CANAL
- WATER-EXISTING
- BUILDING-EXISTING



DATE CREATED: 2/7/2024

DATE REVISED: 2/7/2024

DATE PLOTTED: 2/7/2024

DRAWN BY: T MAYHEW

CHECKED BY: B LONG

APPROVED BY:

COMMUNICATION DESIGN GROUP CONSULTANTS, LLC  
10274 E. KAYDEN CIRCLE BRIDGEMFIELD, CO 80521  
PHONE: 303.548.1379

SITE ADDRESS:  
PEETZ  
LOGAN COUNTY, COLORADO

FILE NAME:  
Peetz\_County.dwg

DESCRIPTION: CONSTRUCTION PLANS

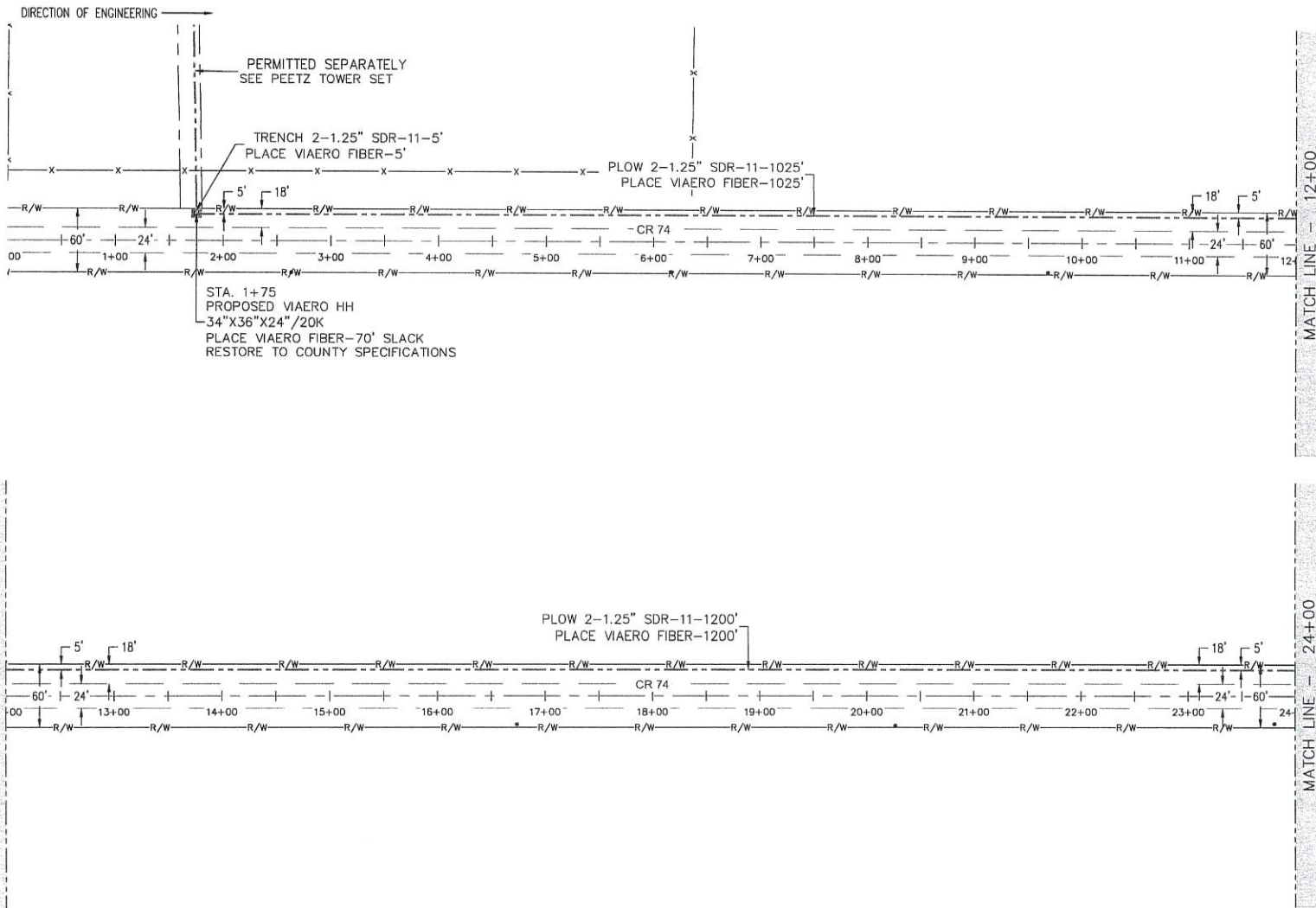
MAP:  
01 OF 10

PROJECT APPROVAL SIGN-OFFS:

LOGAN COUNTY, COLORADO  
DATE:

VIAERO FIBER NETWORKS, LLC  
DATE:

Viaero Fiber Network, LLC  
Right of Way  
ROW2025-6 June 2025  
CR 74, CR 55, Peetz



- LEGEND**
- STREET SIGN
  - FIRE HYDRANT
  - WATER METER
  - GAS METER
  - ELECTRIC METER
  - UTILITY VALVE
  - UTILITY POLE
  - UTILITY MANHOLE
  - EXISTING STREET LIGHT
  - EXISTING UTILITY HANDHOLE
  - ELECTRICAL/UTILITY CABINET
  - TELECOM PED - CROSS BOX
  - PROPOSED VIAERO MANHOLE
  - PROPOSED VIAERO HANDHOLE
  - STORM INLET
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  - CULVERT
  - TREE
  - BORE PIT
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  - EXISTING WELL
  - EXISTING POLE CELL TOWER

- LINETYPES**
- CONDUIT- SEE NOTE
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  - CONDUIT-TRENCH
  - CONDUIT-DIRECTIONAL BORE
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  - RAILROAD-EXISTING
  - GAS-EXISTING
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  - TELECOM-EXISTING
  - STORM SEWER-EXISTING
  - SANITARY SEWER-EXISTING
  - STREAM/DITCH/CANAL
  - WATER-EXISTING
  - BUILDING-EXISTING



DATE CREATED:	2/7/2024
DATE REVISED:	2/7/2024
DATE PLOTTED:	2/7/2024
DRAWN BY:	T MAYHEW
CHECKED BY:	B LONG
APPROVED BY:	

COMMUNICATION DESIGN GROUP CONSULTANTS, LLC  
13374 ELYSIUM CIRCLE DROOMFIELD, CO 80021  
303.983.5443 FAX 303.983.1778

SITE ADDRESS: PEETZ  
LOGAN COUNTY, COLORADO

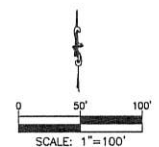
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DESCRIPTION: CONSTRUCTION PLANS

MAP: 02 OF 10

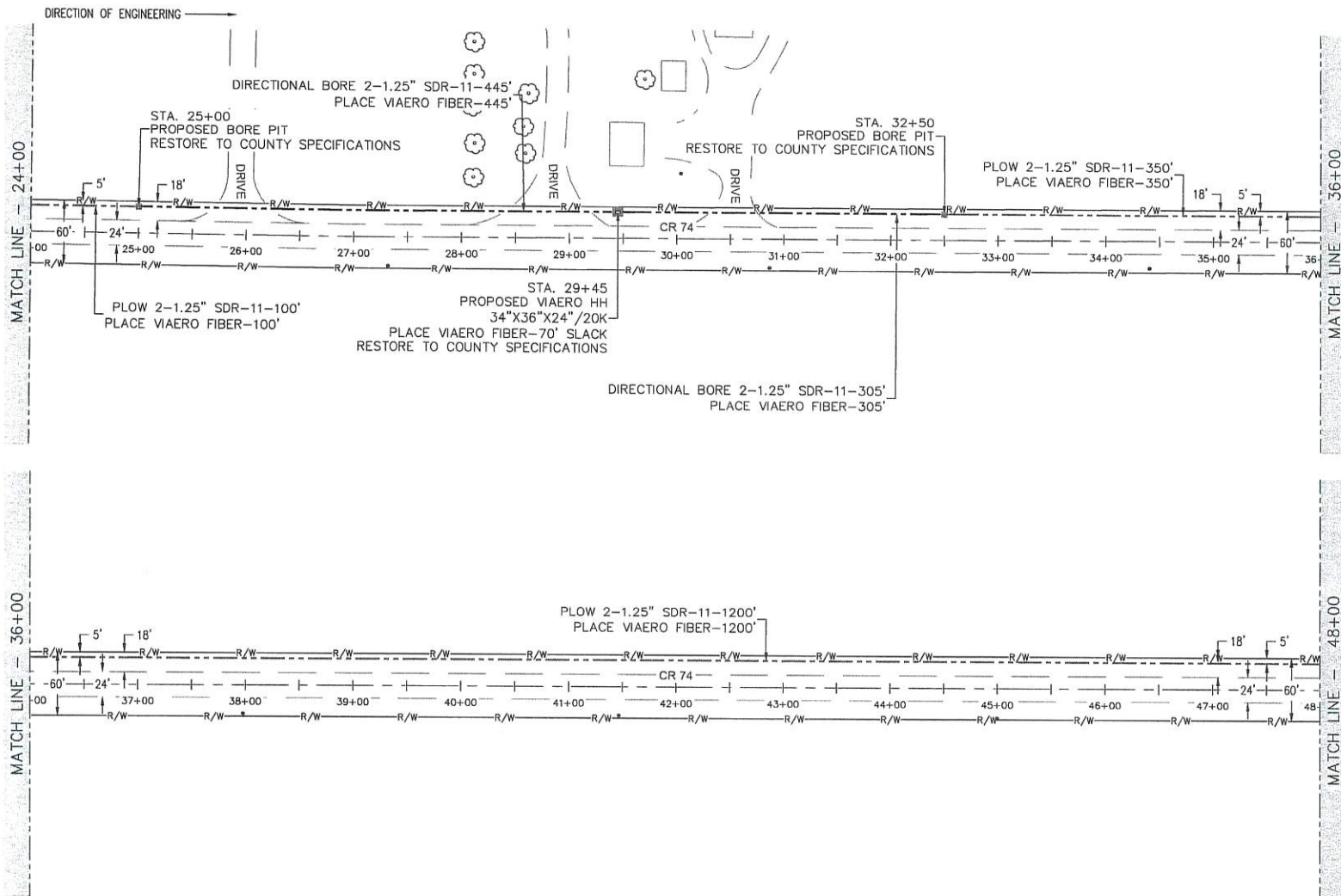
MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	VIAERO (2) - 1.25" SDR-11	2230	
FT	VIAERO 24 FIBER	2300	
EA	VIAERO 34"x36"x24"/20K HH		1

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	PLOW (2) 1.25" SDR-11	2225	
FT	TRENCH (2) 1.25" SDR-11	5	
FT	PLACE VIAERO 24 FIBER	2300	
EA	PLACE VIAERO 34"x36"x24"/20K HH		1



**Viaero Fiber Network, LLC**  
**Right of Way**  
**ROW2025-6 June 2025**  
**CR 74, CR 55, Peetz**





- LEGEND**
- STREET SIGN
  - FIRE HYDRANT
  - WATER METER
  - GAS METER
  - ELECTRIC METER
  - UTILITY VALVE
  - UTILITY POLE
  - UTILITY MANHOLE
  - EXISTING STREET LIGHT
  - EXISTING UTILITY HANDHOLE
  - ELECTRICAL/UTILITY CABINET
  - TELECOM PED - CROSS BOX
  - PROPOSED VIAERO MANHOLE
  - PROPOSED VIAERO HANDHOLE
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  - CULVERT
  - TREE
  - BORE PIT
  - EXISTING LANDSCAPE AREA
  - EXISTING WELL
  - EXISTING POLE CELL TOWER

- LINETYPES**
- CONDUIT - SEE NOTE
  - CONDUIT - PLOW
  - CONDUIT - TRENCH
  - CONDUIT - DIRECTIONAL BORE
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  - EASEMENT
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  - TELECOM - EXISTING
  - STORM SEWER - EXISTING
  - SANITARY SEWER - EXISTING
  - STREAM/DITCH/CANAL
  - WATER - EXISTING
  - BUILDING - EXISTING



**VIAERO**  
Fiber Networks, LLC

DATE CREATED: 2/7/2024

DATE REVISED: 2/7/2024

DATE PLOTTED: 2/7/2024

DRAWN BY: T MAYHEW

CHECKED BY: B LONG

APPROVED BY:

COMMUNICATION DESIGN GROUP CONSULTANTS, LLC  
15874 ELYSIAN CIRCLE BROOMFIELD, CO 80021  
COMMERCIAL PHONE: 303.356.1379

SITE ADDRESS:  
PEETZ  
LOGAN COUNTY, COLORADO

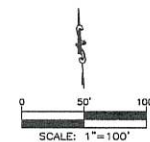
FILE NAME:  
Peetz\_County.dwg

DESCRIPTION: CONSTRUCTION PLANS

MAP: 03 OF 10

MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	VIAERO (2) - 1.25" SDR-11	2400	
FT	VIAERO 24 FIBER	2470	
EA	VIAERO 34"X36"X24"V20K HH	1	

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	DIRECTIONAL BORE (2) 1.25" SDR-11	750	
FT	PLOW (2) 1.25" SDR-11	1650	
FT	PLACE VIAERO 24 FIBER	2470	
EA	PLACE VIAERO 34"X36"X24"V20K HH	1	

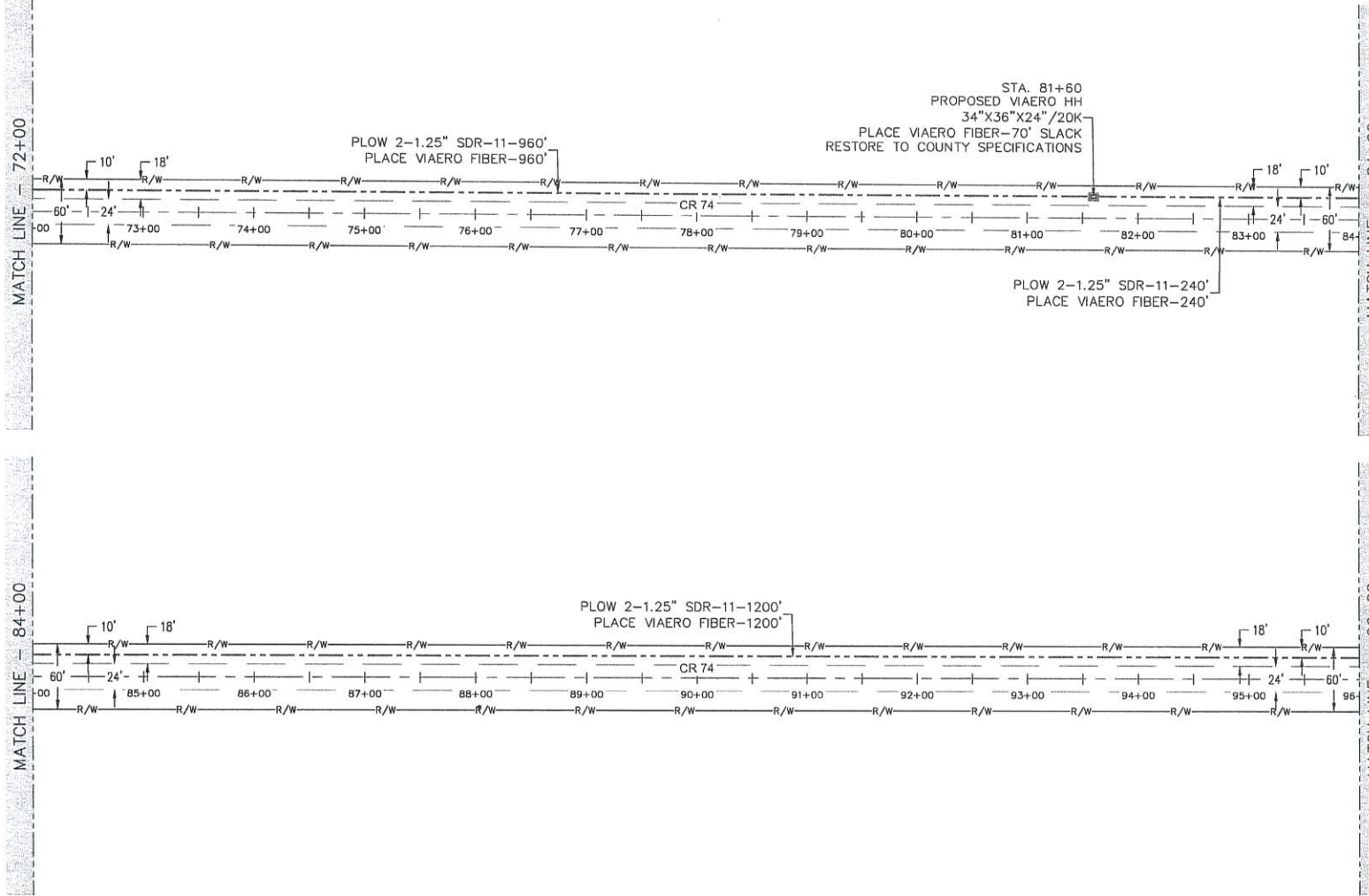


**Viaero Fiber Network, LLC**  
**Right of Way**  
**ROW2025-6 June 2025**  
**CR 74, CR 55, Peetz**





DIRECTION OF ENGINEERING →



# LEGEND

- STREET SIGN
- FIRE HYDRANT
- WATER METER
- GAS METER
- ELECTRIC METER
- UTILITY VALVE
- UTILITY POLE
- UTILITY MANHOLE
- EXISTING STREET LIGHT
- EXISTING UTILITY HANDHOLE
- ELECTRICAL/UTILITY CABINET
- TELECOM PED - CROSS BOX
- PROPOSED VIAERO MANHOLE
- PROPOSED VIAERO HANDHOLE
- STORM INLET
- STORM GRATE
- CULVERT
- TREE
- BORE PIT
- EXISTING LANDSCAPE AREA
- EXISTING WELL
- EXISTING POLE CELL TOWER

# LINETYPES

- CONDUIT- SEE NOTE
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DATE CREATED:	2/7/2024
DATE REVISED:	2/7/2024
DATE PLOTTED:	2/7/2024
DRAWN BY:	T MAYHEW
CHECKED BY:	B LONG
APPROVED BY:	

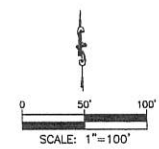
COMMUNICATION DESIGN GROUP CONSULTANTS, LLC  
10074 ELKHORN CIRCLE BROOMFIELD, CO 80021  
PHONE: 303.544.1379

SITE ADDRESS: PEETZ  
LOGAN COUNTY, COLORADO

FILE NAME: Peetz\_County.dwg

DESCRIPTION: CONSTRUCTION PLANS

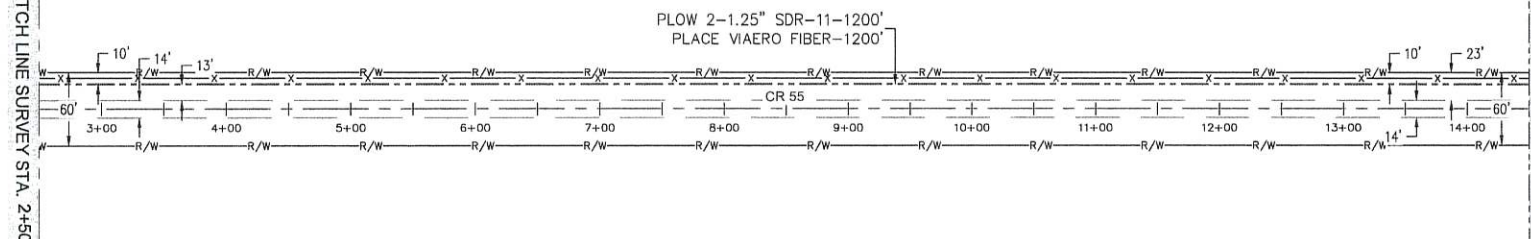
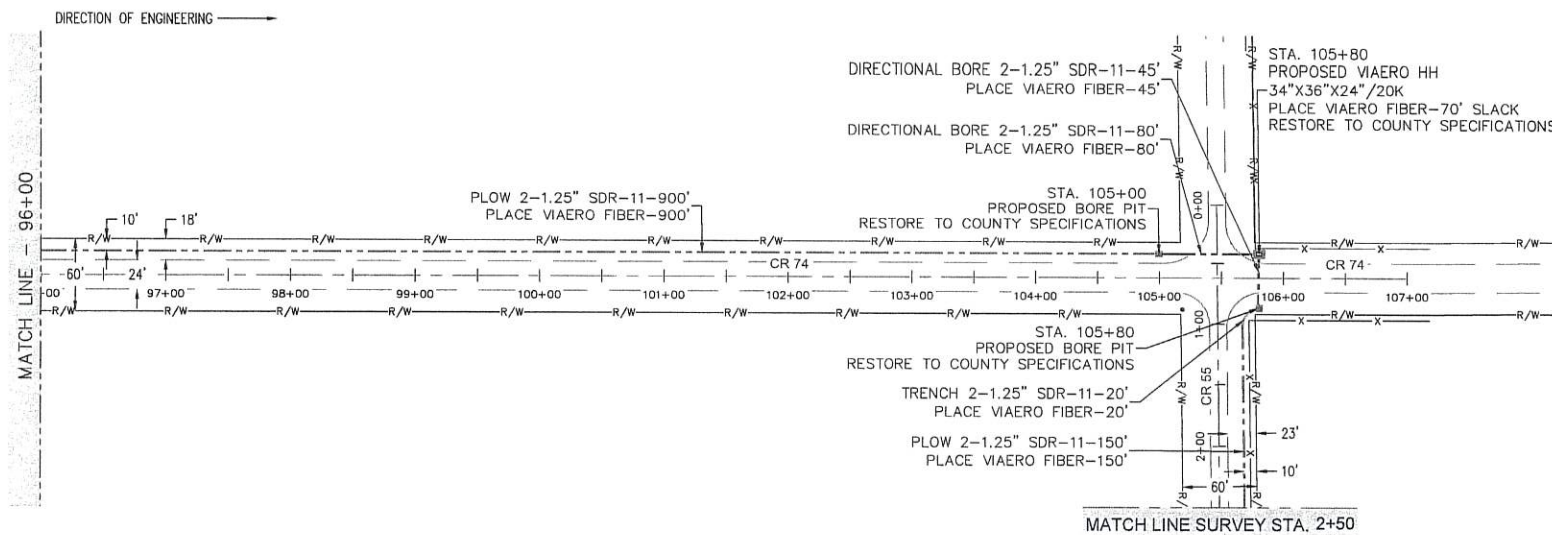
MAP: 05 OF 10



MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	VIAERO (2) - 1.25" SDR-11	2400	
FT	VIAERO 24 FIBER	2470	
EA	VIAERO 34"x36"x24"/20K HH		1

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	PLOW (2) 1.25" SDR-11	2400	
FT	PLACE VIAERO 24 FIBER	2470	
EA	PLACE VIAERO 34"x36"x24"/20K HH		1

**Viaero Fiber Network, LLC**  
**Right of Way**  
**ROW2025-6 June 2025**  
**CR 74, CR 55, Peetz**



MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	VIAERO (2) - 1.25" SDR-11	2395	
FT	VIAERO 24 FIBER	2465	
EA	VIAERO 34"x36"x24"Y20K HH	1	

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	DIRECTIONAL BORE (2) 1.25" SDR-11	125	
FT	PLOW (2) 1.25" SDR-11	2250	
FT	TRENCH (2) 1.25" SDR-11	20	
FT	PLACE VIAERO 24 FIBER	2465	
EA	PLACE VIAERO 34"x36"x24"Y20K HH	1	

LEGEND	
	STREET SIGN
	FIRE HYDRANT
	WATER METER
	GAS METER
	ELECTRIC METER
	UTILITY VALVE
	UTILITY POLE
	UTILITY MANHOLE
	EXISTING STREET LIGHT
	EXISTING UTILITY HANDHOLE
	ELECTRICAL/UTILITY CABINET
	TELECOM PED - CROSS BOX
	PROPOSED VIAERO MANHOLE
	PROPOSED VIAERO HANDHOLE
	STORM INLET
	STORM GRATE
	CULVERT
	TREE
	BORE PIT
	EXISTING LANDSCAPE AREA
	EXISTING WELL
	EXISTING POLE CELL TOWER

LINETYPES	
	CONDUIT- POW NOTE
	CONDUIT- PLOW
	CONDUIT- TRENCH
	CONDUIT- DIRECTIONAL BORE
	RIGHT-OF-WAY
	EASEMENT
	EDGE OF ASPHALT
	EDGE OF GRAVEL
	EDGE OF SIDEWALK
	FENCE- EXISTING
	GUARD RAIL- EXISTING
	RAILROAD- EXISTING
	GAS- EXISTING
	ELECTRIC- EXISTING
	TELECOM- EXISTING
	STORM SEWER- EXISTING
	SANITARY SEWER- EXISTING
	STREAM/ DITCH/ CANAL
	WATER- EXISTING
	BUILDING- EXISTING



**VIAERO**  
Fiber Networks, LLC

DATE CREATED: 2/7/2024

DATE REVISED: 2/7/2024

DATE PLOTTED: 2/7/2024

DRAWN BY: T MAYHEW

CHECKED BY: B LONG

APPROVED BY:

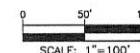
COMMUNICATION DESIGN GROUP CONSULTANTS, LLC  
1201 E. HIGHWAY 100, SUITE 100, CO 80501  
PHONE: 303.344.1379

SITE ADDRESS:  
PEETZ  
LOGAN COUNTY, COLORADO

FILE NAME:  
Peetz\_County.dwg

DESCRIPTION: CONSTRUCTION PLANS

MAP:  
06 OF 10



**Viaero Fiber Network, LLC**  
**Right of Way**  
**ROW2025-6 June 2025**  
**CR 74, CR 55, Peetz**

DIRECTION OF ENGINEERING →

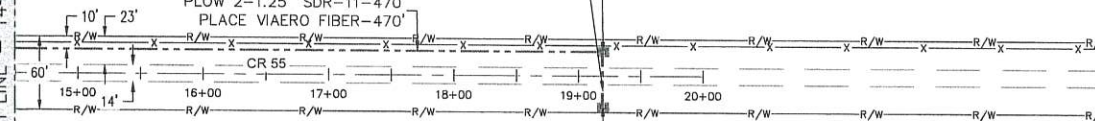
MATCH LINE - 14+50

STA. 19+20  
PROPOSED VIAERO HH  
34"X36"X24"/20K  
PLACE VIAERO FIBER-70' SLACK  
RESTORE TO COUNTY SPECIFICATIONS

DIRECTIONAL BORE 2-1.25" SDR-11-45'  
PLACE VIAERO FIBER-45'

PLOW 2-1.25" SDR-11-470'  
PLACE VIAERO FIBER-470'

STA. 19+20  
EXISTING OPTK SP HH  
PLACE VIAERO FIBER-80' SLACK  
RESTORE TO COUNTY SPECIFICATIONS



#### LEGEND

- STREET SIGN
- FIRE HYDRANT
- WATER METER
- GAS METER
- ELECTRIC METER
- UTILITY VALVE
- UTILITY POLE
- UTILITY MANHOLE
- EXISTING STREET LIGHT
- EXISTING UTILITY HANDHOLE
- ELECTRICAL/UTILITY CABINET
- TELECOM PED - CROSS BOX
- PROPOSED VIAERO MANHOLE
- PROPOSED VIAERO HANDHOLE
- STORM INLET
- STORM GRATE
- CULVERT
- TREE
- BORE PIT
- EXISTING LANDSCAPE AREA
- EXISTING WELL
- EXISTING POLE CELL TOWER

#### LINETYPES

- CONDUIT-SEE NOTE
- CONDUIT-PLOW
- CONDUIT-TRENCH
- CONDUIT-DIRECTIONAL BORE
- RIGHT-OF-WAY
- EASEMENT
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- EDGE OF SIDEWALK
- FENCE-EXISTING
- GUARD RAIL-EXISTING
- RAILROAD-EXISTING
- GAS-EXISTING
- ELECTRIC-EXISTING
- TELECOM-EXISTING
- STORM SEWER-EXISTING
- SANITARY SEWER-EXISTING
- STREAM/DITCH/CANAL
- WATER-EXISTING
- BUILDING-EXISTING



**VIAERO**  
Fiber Networks, LLC

DATE CREATED: 2/7/2024

DATE REVISED: 2/7/2024

DATE PLOTTED: 2/7/2024

DRAWN BY: T MAYHEW

CHECKED BY: B LONG

APPROVED BY: \_\_\_\_\_

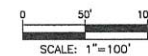
COMMUNICATION DESIGN GROUP CONSULTANTS, LLC  
18874 ELANDER CIRCLE BROOMFIELD, CO 80021  
PHONE: 303.546.1378

SITE ADDRESS: PEETZ  
LOGAN COUNTY, COLORADO

FILE NAME: Peetz\_County.dwg

DESCRIPTION: CONSTRUCTION PLANS

MAP: 07 OF 10



MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	VIAERO (2) - 1.25" SDR-11	515	
FT	VIAERO 24 FIBER	665	
EA	VIAERO 34"X36"X24"/20K HH		1

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
FT	DIRECTIONAL BORE (2) 1.25" SDR-11	45	
FT	PLOW (2) 1.25" SDR-11	470	
FT	PLACE VIAERO 24 FIBER	665	
EA	PLACE VIAERO 34"X36"X24"/20K HH		1

**Viaero Fiber Network, LLC**  
**Right of Way**  
**ROW2025-6 June 2025**  
**CR 74, CR 55, Peetz**



## PROJECT NOTES

All work shall be performed in accordance with the Design and Construction Standards of the County and shall be completed to the satisfaction of the County engineer. In the event that a design element does not reflect County specifications the matter must immediately be brought to the attention of the Viero Fiber Networks LLC and the County engineer. The design engineer shall be responsible for recommending a solution or alternative solutions to the County for review and approval.

- (A) The approval of an Engineering construction drawing does not relieve the owner-developer-contractor of the responsibility of constructing workable public improvements. All revisions and/or corrections required will be solely the owner's-developer's-contractor's responsibility, and at their expense.
- (B) These plans have been checked by the County only for conformance with the Design and Construction Standards, compliance with development agreement conditions and for general conceptual approval of public improvements as shown. No detailed mathematical check was made for the accuracy of existing or proposed dimensions, lines or grades shown, including all existing utilities shown or not shown.
- (C) Utility locations shown reflect available record data. The contractor shall take precautionary measures to protect all utility lines shown and other utility lines otherwise located. The contractor shall notify the County Utilities Division and private utility companies 24 hours prior to beginning construction.
- (D) Before work begins, the contractor shall obtain a permit to work in the right-of-way from County Engineering Support Services and must notify the County right-of-way inspection staff 24 hours in advance of commencing construction activities.
- (E) The owner-developer shall provide the contractor with a complete and updated set of Engineering construction drawings. These drawings, and any required permits, shall be at the site at all times and shall be make available to County staff upon request. If no plans appear on the project site, construction activities may be halted at the discretion of the County engineer, or a designated representative.
- (F) The contractor agrees to comply with the provisions of the ATSSA Guide for Work Area Traffic Control and the Manual of Uniform Traffic Control Devices for construction signage.
- (G) All surplus materials, tools, and the temporary structures, furnished by the contractor, shall be removed from the project site by the contractor. All debris and rubbish caused by the operations of the contractor shall be removed, and the area occupied during construction activities shall be restored to its original condition, within 72 hours of project completion, unless otherwise directed by the County engineer.

## TELECOMMUNICATION FACILITY STANDARDS

- (H) The following standards shall apply to all telecommunication related facilities constructed within the County's right-of-way including local telephone, long distance telephone, cable TV, and other telecommunication services franchised or otherwise permitted by the County. All telecommunications facilities constructed in the County's right-of-way shall be underground unless otherwise permitted by the County engineer.

## GENERAL

- (I) All telecommunications facilities construction shall conform to the req-uirements of the following standards:

(1) American National Standards Institute, Inc. (ANSI), Electronic Industries Association (EIA), and Telecommunications Institute of America (TIA) Standards: EIA/TIA Standards Proposal No. 2840-A, Proposed Revision of EIA/TIA-568 (if approved to be published as EIA/TIA-568-A), EIA/TIA-569 Commercial Building Standard for Telecommunications Pathways and Spaces, and TIA/EIA-607 Commercial Building Grounding and Bonding Requirements for Telecommunications.

(2) 1993 National Electrical Safety Code (NESC) C2-1993, published by the Institute of Electrical and Electronics engineers (IEEE), Inc.

(3) National Electrical Code (NEC), published by the National Fire Association (NFPA).

(4) Federal Communications Commission

(5) COLORADO Public Service Commission

(6) Williams-Steiger Occupational Safety and Health Act (OSHA)

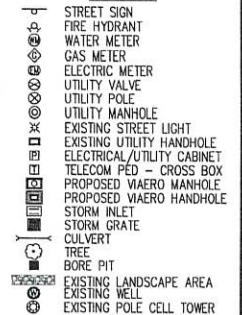
(7) detailed 1 inch = 100 feet scale Engineering drawings presenting the specific conduit routing and associated Hand-hole locations and specifications, shall be submitted to the County engineer's office for review and approval.

(8) All buried telecommunications cable, shall be installed in conduit, SDR/11 or equivalent

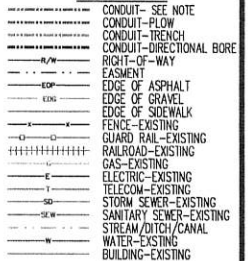
## DEPTH OF COVER

- A. The minimum depth of cover over the conduit shall be 48 inches. Trench Specifications - Roadway and Other Paved Surfaces
- B. All trenches shall be open cut unless otherwise permitted by the County.
- C. Trenches shall have a minimum width of 6 inches.
- D. Trench backfill shall be flowable fill specified as a 0.6 sack mix in these standards.

## LEGEND



## LINETYPES



DATE CREATED: 2/7/2024

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CHECKED BY: B LONG

APPROVED BY: \_\_\_\_\_

COMMUNICATION DESIGN GROUP CONSULTANTS, LLC  
10414 ELKHORN CIRCLE BROOMFIELD, CO 80021  
PHONE: 303.548.1379

SITE ADDRESS: PEETZ  
LOGAN COUNTY, COLORADO

FILE NAME: Peetz\_County.dwg

DESCRIPTION: CONSTRUCTION PLANS

MAP: 08 OF 10

**Viero Fiber Network, LLC**  
**Right of Way**  
**ROW2025-6 June 2025**  
**CR 74, CR 55, Peetz**

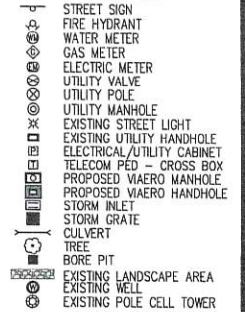
## PROJECT NOTES

- E Vertical and horizontal separations between telecommunications facilities and other facilities shall be maintained as required by the NESC Section 32 Underground Conduit Systems. Conduit systems for telecommunications facilities shall be separated from conduit systems for power supply systems by:
- 1) 3 inches of concrete
  - 2) 4 inches of masonry
  - 3) 12 inches of well-tamped earth Warning Tape
- A) detectable orange colored cable warning tape shall be placed 12 to 18 inches above, the conduit in the trench.

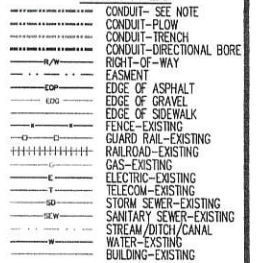
### HAND-HOLES

- 1 All cavities required for cable pulling purpose shall be constructed as load bearing Hand-holes.
  - 2 Hand-holes shall be placed at a maximum spacing of 4200 feet in rural areas as specified by Viaero Fiber Networks LLC. In no case shall conduit bend radius exceed 180 degrees between Hand-holes. Hand-Holes shall be installed at each street intersection when future growth is anticipated.
  - 3 Handholes shall be 48"x30"x24"/20K & 48"x30"x36"/20K precast composite concrete and shall be placed Within 5' of the Logan County Right-of-Way
- A) Parallel separations are required to satisfy standards for utility trenching excavations and to provide for adequate maintenance operations. All crossings of natural and improved drainage ways, and irrigation ditches, shall meet the following conditions:
- B) Telecommunications conduit shall be placed a minimum 48 inches below the invert of the drainage way or ditch. This minimum depth of cover shall apply whether or not the drainage way is an open system or contained within a culvert.
- C) The telecommunications conduit shall consist of SDR/11 When the drainage way or ditch is an open system, contractor shall bore said drainage way or ditch at a 6' depth below the bottom of said drainage way or ditch and shall extend a minimum horizontal distance of 10 feet beyond each side of the drainage way, measured from top of bank to top of bank.

### LEGEND



### LINETYPES



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COMMUNICATION DESIGN GROUP CONSULTANTS, LLC  
15474 ELYSIUM CIRCLE BROOMFIELD, CO 80021  
303.466.1000 FAX 303.466.1070

SITE ADDRESS:  
PEETZ  
LOGAN COUNTY, COLORADO

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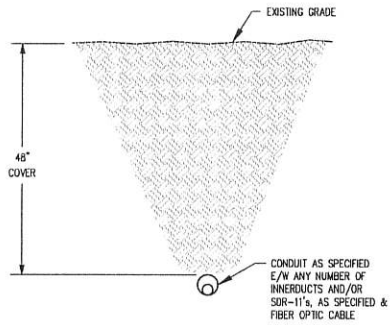
MAP: 09 OF 10

**Viaero Fiber Network, LLC**  
**Right of Way**  
**ROW2025-6 June 2025**  
**CR 74, CR 55, Peetz**

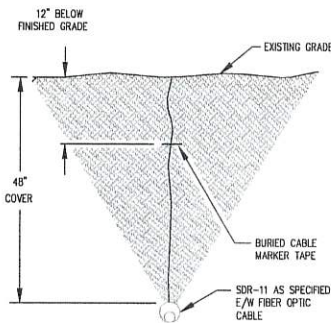


# PROJECT DETAILS

**TYPICAL DETAIL "A"**  
PLACE CROSS SECTION FOR CONDUIT



**TYPICAL DETAIL "B"**  
PLACE SDR-11



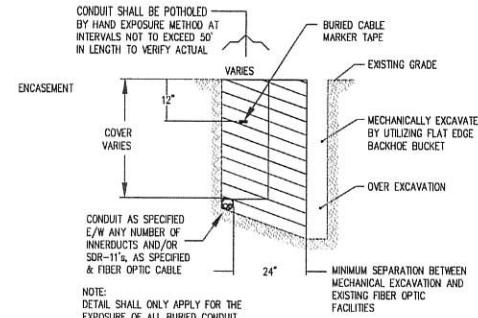
NOTE:  
ALL SDR-11 USED FOR VIAERO CABLE  
WILL BE TERRA-COTTA ORANGE IN  
COLOR AND MANUFACTURED IN  
ACCORDANCE WITH ASTM D-3035.

**TYPICAL DETAIL "C"**  
CROSS SECTION OF EXISTING SDR-11



**TYPICAL DETAIL "D"**

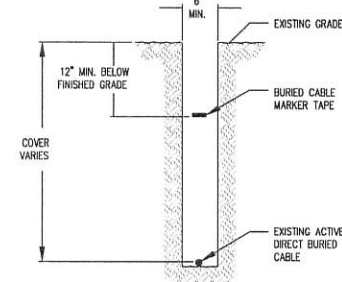
EXPOSE CONDUIT BY POTHOLE/SIDE EXPOSURE METHOD



NOTE:  
DETAIL SHALL ONLY APPLY FOR THE  
EXPOSURE OF ALL BURIED CONDUIT,  
WHICH SHALL INCLUDE SDR-11

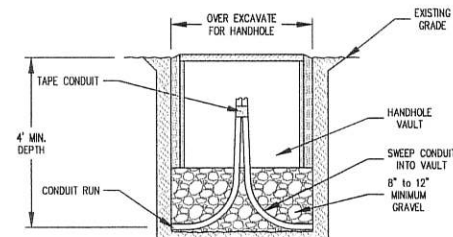
**TYPICAL DETAIL "F"**

EXPOSE DIRECT BURIED CABLE BY HAND EXPOSURE METHOD



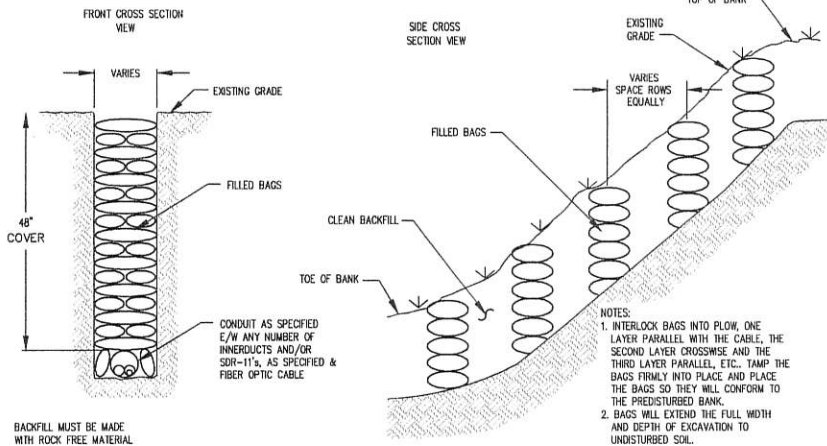
**TYPICAL DETAIL "G"**

TYPICAL HANDHOLE/CONDUIT PLACEMENT



**TYPICAL DETAIL "E"**

PLOW EROSION CONTROL



NOTES:  
1. INTERLOCK BAGS INTO PLOW, ONE  
LAYER PARALLEL WITH THE CABLE, THE  
SECOND LAYER CROSSWISE AND THE  
THIRD LAYER PARALLEL, ETC. TAMP THE  
BAGS FIRMLY INTO PLACE AND PLACE  
THE BAGS SO THEY WILL CONFORM TO  
THE PREDISTURBED BANK.  
2. BAGS WILL EXTEND THE FULL WIDTH  
AND DEPTH OF EXCAVATION TO  
UNDISTURBED SOIL.

## LEGEND

STREET SIGN	EXISTING GRADE
FIRE HYDRANT	EXISTING STREET LIGHT
WATER METER	EXISTING UTILITY HANDHOLE
GAS METER	ELECTRICAL/UTILITY CABINET
ELECTRIC METER	TELECOM PED - CROSS BOX
UTILITY VALVE	PROPOSED VIAERO MANHOLE
UTILITY POLE	PROPOSED VIAERO HANDHOLE
UTILITY MANHOLE	STORM INLET
EXISTING STREET LIGHT	STORM GRATE
EXISTING UTILITY HANDHOLE	CULVERT
ELECTRICAL/UTILITY CABINET	TREE
TELECOM PED - CROSS BOX	BORE PIT
PROPOSED VIAERO MANHOLE	EXISTING LANDSCAPE AREA
PROPOSED VIAERO HANDHOLE	EXISTING WELL
STORM INLET	EXISTING POLE CELL TOWER
STORM GRATE	
CULVERT	
TREE	
BORE PIT	
EXISTING LANDSCAPE AREA	
EXISTING WELL	
EXISTING POLE CELL TOWER	

## LINETYPES

CONDUIT-SEE NOTE	CONDUIT-TRENCH
CONDUIT-TRENCH	CONDUIT-DIRECTIONAL BORE
CONDUIT-DIRECTIONAL BORE	RIGHT-OF-WAY
RIGHT-OF-WAY	EASEMENT
EASEMENT	EDGE OF ASPHALT
EDGE OF ASPHALT	EDGE OF GRAVEL
EDGE OF GRAVEL	EDGE OF SIDEWALK
EDGE OF SIDEWALK	FENCE-EXISTING
FENCE-EXISTING	GUARD RAIL-EXISTING
GUARD RAIL-EXISTING	RAILROAD-EXISTING
RAILROAD-EXISTING	GAS-EXISTING
GAS-EXISTING	ELECTRIC-EXISTING
ELECTRIC-EXISTING	TELECOM-EXISTING
TELECOM-EXISTING	STORM SEWER-EXISTING
STORM SEWER-EXISTING	SANITARY DITCH/CANAL
SANITARY DITCH/CANAL	STREAM/DITCH/CANAL
STREAM/DITCH/CANAL	WATER-EXISTING
WATER-EXISTING	BUILDING-EXISTING
BUILDING-EXISTING	



DATE CREATED: 2/7/2024

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DRAWN BY: T MAYHEW

CHECKED BY: B LONG

APPROVED BY:

COMMUNICATION DESIGN GROUP CONSULTANTS, LLC  
1000 E. HIGHWAY 100, SUITE 100, DENVER, CO 80202  
PHONE: 303.548.1379

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LOGAN COUNTY, COLORADO

FILE NAME: Peetz\_County.dwg

DESCRIPTION: CONSTRUCTION PLANS

MAP: 10 OF 10

**Viaero Fiber Network, LLC**  
**Right of Way**  
**ROW2025-6 June 2025**  
**CR 74, CR 55, Peetz**



CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR  
REPLACEMENT OF BRIDGE STRUCTURE ON COUNTY ROAD 41

This Contract is entered into this 10th day of June, 2025, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner," and CONCRETE SPECIALTIES AND UTILITIES, 11820 CR 370, Sterling, CO 80751, hereinafter called the "Contractor."

Witnesseth, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

**1. Scope of Work.**

The Contractor shall furnish all the materials and perform all of the work necessary for the replacement of the existing concrete/steel bridge structure on CR 41, between CR 34 and CR 36, Logan County, Colorado. The scope of work will consist of removal of existing asphalt and the existing concrete/steel bridge structure and the installation of a pre-engineered concrete precast box culvert with wing walls installed on both ends. The inside dimensions of the box culvert shall be 10 feet by 5 feet and the length shall be 40 feet, all as described in the Contractor's Bid Proposal, attached hereto as Exhibit A and fully incorporated herein. The Contractor will provide all materials, supplies, equipment, services and labor necessary for complete performance of the Work, except that Logan County will provide backfill material and road closure necessities.

Unless otherwise agreed, all materials will be new and of good quality and the box culvert must meet ASTM C1577 standards. All work shall be performed in a good and workmanlike manner and will be performed exactly in accordance with the Bid Proposal, except as otherwise determined by an approved change order.

**2. Time of Completion.** The work to be performed under this Contract shall be commenced as soon as practicable after execution of this Contract, and shall be substantially completed on or before July 1, 2025. Time is of the essence in the performance of this Contract and it is hereby mutually agreed that the time for substantial completion is an essential condition of this Contract. It is expressly agreed that the time for completion of the Work described above is a reasonable time for completion of same and that, if the Contractor shall neglect, fail or refuse to complete the Work within the time specified herein, then the Contractor does agree, as part of the consideration for the awarding of this Contract, to pay the Owner, as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per day for each consecutive calendar day that the Contractor shall be in default after the time stipulated for substantial completion. The said amount is fixed and agreed upon between the Owner and Contractor because of the difficulty in ascertaining the actual damages Owner would in such event sustain, and said amount shall be retained by the Owner from the sum otherwise payable to Contractor for its performance of this contract; provided, however, that the Contractor shall not be charged with

liquidated damages when the delay in completion of the Work is due to unforeseen cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather, or to any delays of subcontractors or suppliers occasioned by any of these causes.

3. **Contract Sum.** The Owner shall pay the Contractor for the performance of the Contract, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of One Hundred Forty-Five Thousand Seven Hundred Thirty Seven Dollars (\$145,737.00).

4. **Payment.** The Contractor shall give written notice to the Owner that the work is completed and shall submit evidence satisfactory to Owner, in the form of receipted bills for all materials furnished, waiver of liens from subcontractors, and in such other form as may be required by the Owner that any payrolls, material bills and other indebtedness connected with the work have been paid. The Owner shall have the right and opportunity to make a final inspection of said work and materials within ten (10) days after receipt of notice of completion of the work, and evidence of payment of all potential lienholders, and upon acceptance thereof by the Owner, payment shall be made of the balance due the Contractor. Such acceptance shall not be unreasonably withheld and in the event the Owner refuses to accept, the Owner shall within said ten day period notify the Contractor in writing of such refusal and shall specify the reasons therefor. The Contractor shall within the next ten days take appropriate steps to remedy any deficiencies set forth as reasons for refusal and upon completion thereof shall be entitled to prompt payment in full for the balance due.

5. **Termination by Owner.** The Owner may terminate this Contract if the Contractor 1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; 2) fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and any subcontractors; 3) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or 4) otherwise commits a substantial breach of a provision of this contract. If any of the foregoing cause for termination exist, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor three (3) days' notice, terminate the Contract and take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever means the Owner determines to be expedient. If the Owner terminates the Contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is completed. If the unpaid balance of the Contract Sum exceeds costs of finishing the work and any other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.



6. **Ownership of Materials.** The Contractor will continue to own all materials delivered and work performed until paid for by the Owner.

7. **Contractor's Liability Insurance.** The Contractor shall furnish and maintain at all times during performance of this Contract the following insurance:

A. Commercial general liability insurance coverage with limits of \$1,000,000.00 aggregate and \$1,000,000.00 each occurrence. Commercial auto liability insurance with liability limits of \$1,000,000.00. Contractor shall be required to procure and maintain standard form commercial general liability and commercial auto liability insurance, at its own cost and expense, during the duration of this agreement, in an amount acceptable to the Owner. Such policies shall name the Owner as loss payee and/or additional insured and shall include a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interests of the Owner without 30 days prior notice by certified mail to the Owner. A certificate of insurance in a form acceptable to the Owner shall be provided to the Owner prior to the Contractor's first application for payment. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.

B. All risk of loss builder's risk completed value insurance with a liability limit no lower than the Contract Sum and a deductible clause in an amount not to exceed \$2,500.00, with the deductible paid by the Contractor. Such policy shall contain a waiver of subrogation by the issuer of the policy with respect to the Owner, and its respective officers, agents and employees while acting within the scope of their employment. A certified copy of such insurance policy, or a certificate with respect thereto with appropriate endorsements attached, shall be provided to the Owner. In the event of any change order resulting in the performance of additional work, the amount of such insurance shall be increased to include the cost of such additional work, as well as related materials and fixtures. Such builder's risk completed value insurance policy shall name the Owner as loss payee or additional insured.

C. Worker's Compensation Insurance with the statutory limits of liability. Each party entering into a contract relating to the Project shall be required to procure and maintain, at its own expense and cost, worker's compensation insurance during the term of its contract, covering its employees and any subcontractor employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be cancelled without ten days' prior notice to the Owner. A certificate issued by the Colorado Compensation Insurance Authority or a private carrier evidencing such coverage shall be provided to the Owner with respect to such contractor. Each contract shall also provide that each subcontractor who is a party to such contract shall be required to furnish similar worker's compensation insurance.

8. **Compliance with Laws.** The Contractor shall comply with all applicable Federal, State and local laws regarding work, materials and the safety of persons or property.



**9. Modification of Agreement.** This Contract may only be modified by an agreement in writing, signed by the Owner and Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.

**10. Contractor's Continuing Liability.** The Contractor will be liable for defective, faulty or improper materials or workmanship, and shall promptly correct work rejected by the Owner or failing to conform to the requirements of the Bid Proposal, whether discovered before or after substantial completion, and whether or not fabricated, installed or completed. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work. Costs of correcting rejected work, including additional testing and inspections and the expenses made necessary thereby, shall be at the Contractor's expense. The Contractor's obligations will not be affected by the issuance of a certificate for payment. In addition to the Contractor's obligations in paragraph 16, below, if, within one year after the date of substantial completion of the work, any of the work is found to be not in accordance with the Bid Proposal, the Contractor shall correct it promptly after receiving written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give the notice promptly after discovering the condition. During the one-year period for correction of work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make corrections, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**11. No Assignment.** This Contract may not be assigned by the Contractor without the express written consent of the Owner.

**12. Settlement of Disputes.** In the event of any dispute arising hereunder as to whether the work conforms with the plans and specifications or whether payment is properly due and the same is not settled within ten days, then either party may request that the dispute be submitted for mediation by a mutually agreeable mediator. A request for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations. Mediation shall occur in advance of any action at law or equity brought by either the Owner or Contractor in a court of competent jurisdiction, and the costs of any mediation shall be shared equally by the Owner and Contractor.

**13. Warranty.** The Contractor warrants to the Owner that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Bid Proposal, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Bid Proposal. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

14. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

15. **Performance and Payment Bond.** Before beginning the performance of any work specified in this Contract, the Contractor shall provide to the Owner a good and sufficient bond or other acceptable surety approved by the Owner in a penal sum not less than one-half of the total amount payable under the terms of this Contract, conditioned upon the faithful performance of this Contract and the payment of any labor and materials suppliers used in the prosecution of the work.

This Agreement is entered into as of the day and year first written above.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

CONTRACTOR:

CONCRETE SPECIALTIES AND  
UTILITIES

\_\_\_\_\_  
(Printed name and title)

**BID PROPOSAL**

**LOGAN COUNTY CONCRETE BOX REPLACEMENT**

**County Road 41, Between CR34 and CR36**

Bid for the replacement of a concrete/ steel bridge on County Road 41 with a pre-engineered concrete precast box along with wing walls complete in place per plans and specifications. The size is to be 10' x 5' inside dimensions, 40 feet in length. The bidder agrees to complete the project on a lump sum basis per plans and specifications. The bidder to furnish all labor, equipment and materials to complete the project.

1. Pre-engineered concrete box culvert replacement project bid on a lump sum basis per plans and specifications. Box size 10' x 5' inside dimensions, 40 feet in length.

Lump sum Bid (figures) \$ 145,737.00

Lump sum Bid (words) One Hundred Forty-Five Thousand Seven Hundred Thirty Seven

By (Signature ) 

Company name: Concrete Specialties and Utilities

Address: 11820 CR 370

City: Sterling State: Colorado Zip: 80751



CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR  
REPLACEMENT OF BRIDGE STRUCTURE ON COUNTY ROAD 43.5

This Contract is entered into this 10th day of June, 2025, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner," and CONCRETE SPECIALTIES AND UTILITIES, 11820 CR 370, Sterling, CO 80751, hereinafter called the "Contractor."

Witnesseth, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

**1. Scope of Work.**

The Contractor shall furnish all the materials and perform all of the work necessary for the replacement of the existing culvert bridge structure on CR 43.5, 2,643 feet north of CR 36, Logan County, Colorado. The scope of work will consist of removal of existing asphalt and the existing corrugated culvert bridge structure and the installation of a pre-engineered concrete precast box culvert with sheet piling and wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 8 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached hereto as Exhibit A and fully incorporated herein. The Contractor will provide all materials, supplies, equipment, services and labor necessary for complete performance of the Work, except that Logan County will provide backfill material and road closure necessities.

Unless otherwise agreed, all materials will be new and of good quality and the box culvert must meet ASTM C1577 standards. All work shall be performed in a good and workmanlike manner and will be performed exactly in accordance with the Bid Proposal, except as otherwise determined by an approved change order.

**2. Time of Completion.** The work to be performed under this Contract shall be commenced as soon as practicable after August 1, 2025, and shall be substantially completed within 15 consecutive days after commencing work. Time is of the essence in the performance of this Contract and it is hereby mutually agreed that the time for substantial completion is an essential condition of this Contract. It is expressly agreed that the time for completion of the Work described above is a reasonable time for completion of same and that, if the Contractor shall neglect, fail or refuse to complete the Work within the time specified herein, then the Contractor does agree, as part of the consideration for the awarding of this Contract, to pay the Owner, as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per day for each consecutive calendar day that the Contractor shall be in default after the time stipulated for substantial completion. The said amount is fixed and agreed upon between the Owner and Contractor because of the difficulty in ascertaining the actual damages Owner would in such event sustain, and said amount shall be retained by the Owner from the sum otherwise payable to Contractor for its performance of this contract; provided, however, that

the Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to unforeseen cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather, or to any delays of subcontractors or suppliers occasioned by any of these causes.

3. **Contract Sum.** The Owner shall pay the Contractor for the performance of the Contract, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of One Hundred Seventy One Thousand Nine Hundred Eighty Three Dollars (\$171,983.00).

4. **Payment.** The Contractor shall give written notice to the Owner that the work is completed and shall submit evidence satisfactory to Owner, in the form of receipted bills for all materials furnished, waiver of liens from subcontractors, and in such other form as may be required by the Owner that any payrolls, material bills and other indebtedness connected with the work have been paid. The Owner shall have the right and opportunity to make a final inspection of said work and materials within ten (10) days after receipt of notice of completion of the work, and evidence of payment of all potential lienholders, and upon acceptance thereof by the Owner, payment shall be made of the balance due the Contractor. Such acceptance shall not be unreasonably withheld and in the event the Owner refuses to accept, the Owner shall within said ten day period notify the Contractor in writing of such refusal and shall specify the reasons therefor. The Contractor shall within the next ten days take appropriate steps to remedy any deficiencies set forth as reasons for refusal and upon completion thereof shall be entitled to prompt payment in full for the balance due.

5. **Termination by Owner.** The Owner may terminate this Contract if the Contractor 1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; 2) fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and any subcontractors; 3) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or 4) otherwise commits a substantial breach of a provision of this contract. If any of the foregoing cause for termination exist, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor three (3) days' notice, terminate the Contract and take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever means the Owner determines to be expedient. If the Owner terminates the Contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is completed. If the unpaid balance of the Contract Sum exceeds costs of finishing the work and any other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.



6. **Ownership of Materials.** The Contractor will continue to own all materials delivered and work performed until paid for by the Owner.

7. **Contractor's Liability Insurance.** The Contractor shall furnish and maintain at all times during performance of this Contract the following insurance:

A. Commercial general liability insurance coverage with limits of \$1,000,000.00 aggregate and \$1,000,000.00 each occurrence. Commercial auto liability insurance with liability limits of \$1,000,000.00. Contractor shall be required to procure and maintain standard form commercial general liability and commercial auto liability insurance, at its own cost and expense, during the duration of this agreement, in an amount acceptable to the Owner. Such policies shall name the Owner as loss payee and/or additional insured and shall include a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interests of the Owner without 30 days prior notice by certified mail to the Owner. A certificate of insurance in a form acceptable to the Owner shall be provided to the Owner prior to the Contractor's first application for payment. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.

B. All risk of loss builder's risk completed value insurance with a liability limit no lower than the Contract Sum and a deductible clause in an amount not to exceed \$2,500.00, with the deductible paid by the Contractor. Such policy shall contain a waiver of subrogation by the issuer of the policy with respect to the Owner, and its respective officers, agents and employees while acting within the scope of their employment. A certified copy of such insurance policy, or a certificate with respect thereto with appropriate endorsements attached, shall be provided to the Owner. In the event of any change order resulting in the performance of additional work, the amount of such insurance shall be increased to include the cost of such additional work, as well as related materials and fixtures. Such builder's risk completed value insurance policy shall name the Owner as loss payee or additional insured.

C. Worker's Compensation Insurance with the statutory limits of liability. Each party entering into a contract relating to the Project shall be required to procure and maintain, at its own expense and cost, worker's compensation insurance during the term of its contract, covering its employees and any subcontractor employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be cancelled without ten days' prior notice to the Owner. A certificate issued by the Colorado Compensation Insurance Authority or a private carrier evidencing such coverage shall be provided to the Owner with respect to such contractor. Each contract shall also provide that each subcontractor who is a party to such contract shall be required to furnish similar worker's compensation insurance.

8. **Compliance with Laws.** The Contractor shall comply with all applicable Federal, State and local laws regarding work, materials and the safety of persons or property.



**9. Modification of Agreement.** This Contract may only be modified by an agreement in writing, signed by the Owner and Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.

**10. Contractor's Continuing Liability.** The Contractor will be liable for defective, faulty or improper materials or workmanship, and shall promptly correct work rejected by the Owner or failing to conform to the requirements of the Bid Proposal, whether discovered before or after substantial completion, and whether or not fabricated, installed or completed. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work. Costs of correcting rejected work, including additional testing and inspections and the expenses made necessary thereby, shall be at the Contractor's expense. The Contractor's obligations will not be affected by the issuance of a certificate for payment. In addition to the Contractor's obligations in paragraph 16, below, if, within one year after the date of substantial completion of the work, any of the work is found to be not in accordance with the Bid Proposal, the Contractor shall correct it promptly after receiving written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give the notice promptly after discovering the condition. During the one-year period for correction of work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make corrections, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**11. No Assignment.** This Contract may not be assigned by the Contractor without the express written consent of the Owner.

**12. Settlement of Disputes.** In the event of any dispute arising hereunder as to whether the work conforms with the plans and specifications or whether payment is properly due and the same is not settled within ten days, then either party may request that the dispute be submitted for mediation by a mutually agreeable mediator. A request for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations. Mediation shall occur in advance of any action at law or equity brought by either the Owner or Contractor in a court of competent jurisdiction, and the costs of any mediation shall be shared equally by the Owner and Contractor.

**13. Warranty.** The Contractor warrants to the Owner that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Bid Proposal, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Bid Proposal. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

14. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

15. **Performance and Payment Bond.** Before beginning the performance of any work specified in this Contract, the Contractor shall provide to the Owner a good and sufficient bond or other acceptable surety approved by the Owner in a penal sum not less than one-half of the total amount payable under the terms of this Contract, conditioned upon the faithful performance of this Contract and the payment of any labor and materials suppliers used in the prosecution of the work.

This Agreement is entered into as of the day and year first written above.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

CONTRACTOR:

CONCRETE SPECIALTIES AND  
UTILITIES

\_\_\_\_\_  
(Printed name and title)

## BID PROPOSAL

## LOGAN COUNTY CONCRETE BOX REPLACEMENT

County Road 43.5 (2643' North of County Road 36)

Bid for the replacement of a corrugated culvert on County Road 43.5 with a pre-engineered concrete precast box along with wing walls complete in place per plans and specifications. The size is to be 8' x 8' inside dimensions, 42 feet in length. The bidder agrees to complete the project on a lump sum basis per plans and specifications. The bidder to furnish all labor, equipment and materials to complete the project.

1. Pre-engineered concrete box culvert replacement project bid on a lump sum basis per plans and specifications. Box size 8' x 8' inside dimensions, 42 feet in length.

Lump sum Bid (figures) \$ 171,983<sup>00</sup>Lump sum Bid (words) One Hundred Seventy One Thousand Nine Hundred Eighty Three<sup>00</sup>By (Signature) Alan KimCompany name Concrete Specialties and UtilitiesAddress 11820 County Rd 370City Sterling State Co Zip 80751



CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR  
REPLACEMENT OF BRIDGE CULVERT STRUCTURE ON VANSWAY DRIVE

This Contract is entered into this 10th day of June, 2025, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner," and CONCRETE SPECIALTIES AND UTILITIES, 11820 CR 370, Sterling, CO 80751, hereinafter called the "Contractor."

Witnesseth, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

**1. Scope of Work.**

The Contractor shall furnish all the materials and perform all of the work necessary for the replacement of the existing corrugated culvert bridge structure on Vansway Drive at Springdale canal, Logan County, Colorado. The scope of work will consist of removal of existing corrugated culvert bridge structure and installing a temporary bypass road, and the installation of a pre-engineered concrete precast box culvert with sheet piling and concrete wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 6 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached hereto as Exhibit A and fully incorporated herein. The Contractor will provide all materials, supplies, equipment, services and labor necessary for complete performance of the Work, except that Logan County will provide backfill material.

Unless otherwise agreed, all materials will be new and of good quality and the box culvert must meet ASTM C1577 standards. All work shall be performed in a good and workmanlike manner and will be performed exactly in accordance with the Bid Proposal, except as otherwise determined by an approved change order.

**2. Time of Completion.** The work to be performed under this Contract shall be commenced as soon as practicable after November 1, 2025, and shall be substantially completed within 15 consecutive days after commencement of the work.. Time is of the essence in the performance of this Contract and it is hereby mutually agreed that the time for substantial completion is an essential condition of this Contract. It is expressly agreed that the time for completion of the Work described above is a reasonable time for completion of same and that, if the Contractor shall neglect, fail or refuse to complete the Work within the time specified herein, then the Contractor does agree, as part of the consideration for the awarding of this Contract, to pay the Owner, as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per day for each consecutive calendar day that the Contractor shall be in default after the time stipulated for substantial completion. The said amount is fixed and agreed upon between the Owner and Contractor because of the difficulty in ascertaining the actual damages Owner would in such event sustain, and said amount shall be retained by the Owner from the

sum otherwise payable to Contractor for its performance of this contract; provided, however, that the Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to unforeseen cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather, or to any delays of subcontractors or suppliers occasioned by any of these causes.

3. **Contract Sum.** The Owner shall pay the Contractor for the performance of the Contract, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of One Hundred Forty-Seven Thousand Eight Hundred Seventy-Three Dollars (\$147,873.00).

4. **Payment.** The Contractor shall give written notice to the Owner that the work is completed and shall submit evidence satisfactory to Owner, in the form of receipted bills for all materials furnished, waiver of liens from subcontractors, and in such other form as may be required by the Owner that any payrolls, material bills and other indebtedness connected with the work have been paid. The Owner shall have the right and opportunity to make a final inspection of said work and materials within ten (10) days after receipt of notice of completion of the work, and evidence of payment of all potential lienholders, and upon acceptance thereof by the Owner, payment shall be made of the balance due the Contractor. Such acceptance shall not be unreasonably withheld and in the event the Owner refuses to accept, the Owner shall within said ten day period notify the Contractor in writing of such refusal and shall specify the reasons therefor. The Contractor shall within the next ten days take appropriate steps to remedy any deficiencies set forth as reasons for refusal and upon completion thereof shall be entitled to prompt payment in full for the balance due.

5. **Termination by Owner.** The Owner may terminate this Contract if the Contractor 1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; 2) fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and any subcontractors; 3) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or 4) otherwise commits a substantial breach of a provision of this contract. If any of the foregoing cause for termination exist, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor three (3) days' notice, terminate the Contract and take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever means the Owner determines to be expedient. If the Owner terminates the Contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is completed. If the unpaid balance of the Contract Sum exceeds costs of finishing the work and any other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.



6. **Ownership of Materials.** The Contractor will continue to own all materials delivered and work performed until paid for by the Owner.

7. **Contractor's Liability Insurance.** The Contractor shall furnish and maintain at all times during performance of this Contract the following insurance:

A. Commercial general liability insurance coverage with limits of \$1,000,000.00 aggregate and \$1,000,000.00 each occurrence. Commercial auto liability insurance with liability limits of \$1,000,000.00. Contractor shall be required to procure and maintain standard form commercial general liability and commercial auto liability insurance, at its own cost and expense, during the duration of this agreement, in an amount acceptable to the Owner. Such policies shall name the Owner as loss payee and/or additional insured and shall include a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interests of the Owner without 30 days prior notice by certified mail to the Owner. A certificate of insurance in a form acceptable to the Owner shall be provided to the Owner prior to the Contractor's first application for payment. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.

B. All risk of loss builder's risk completed value insurance with a liability limit no lower than the Contract Sum and a deductible clause in an amount not to exceed \$2,500.00, with the deductible paid by the Contractor. Such policy shall contain a waiver of subrogation by the issuer of the policy with respect to the Owner, and its respective officers, agents and employees while acting within the scope of their employment. A certified copy of such insurance policy, or a certificate with respect thereto with appropriate endorsements attached, shall be provided to the Owner. In the event of any change order resulting in the performance of additional work, the amount of such insurance shall be increased to include the cost of such additional work, as well as related materials and fixtures. Such builder's risk completed value insurance policy shall name the Owner as loss payee or additional insured.

C. Worker's Compensation Insurance with the statutory limits of liability. Each party entering into a contract relating to the Project shall be required to procure and maintain, at its own expense and cost, worker's compensation insurance during the term of its contract, covering its employees and any subcontractor employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be cancelled without ten days' prior notice to the Owner. A certificate issued by the Colorado Compensation Insurance Authority or a private carrier evidencing such coverage shall be provided to the Owner with respect to such contractor. Each contract shall also provide that each subcontractor who is a party to such contract shall be required to furnish similar worker's compensation insurance.



8. **Compliance with Laws.** The Contractor shall comply with all applicable Federal, State and local laws regarding work, materials and the safety of persons or property.

9. **Modification of Agreement.** This Contract may only be modified by an agreement in writing, signed by the Owner and Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.

10. **Contractor's Continuing Liability.** The Contractor will be liable for defective, faulty or improper materials or workmanship, and shall promptly correct work rejected by the Owner or failing to conform to the requirements of the Bid Proposal, whether discovered before or after substantial completion, and whether or not fabricated, installed or completed. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work. Costs of correcting rejected work, including additional testing and inspections and the expenses made necessary thereby, shall be at the Contractor's expense. The Contractor's obligations will not be affected by the issuance of a certificate for payment. In addition to the Contractor's obligations in paragraph 16, below, if, within one year after the date of substantial completion of the work, any of the work is found to be not in accordance with the Bid Proposal, the Contractor shall correct it promptly after receiving written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give the notice promptly after discovering the condition. During the one-year period for correction of work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make corrections, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

11. **No Assignment.** This Contract may not be assigned by the Contractor without the express written consent of the Owner.

12. **Settlement of Disputes.** In the event of any dispute arising hereunder as to whether the work conforms with the plans and specifications or whether payment is properly due and the same is not settled within ten days, then either party may request that the dispute be submitted for mediation by a mutually agreeable mediator. A request for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations. Mediation shall occur in advance of any action at law or equity brought by either the Owner or Contractor in a court of competent jurisdiction, and the costs of any mediation shall be shared equally by the Owner and Contractor.

13. **Warranty.** The Contractor warrants to the Owner that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Bid Proposal, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Bid Proposal.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

14. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

15. **Performance and Payment Bond.** Before beginning the performance of any work specified in this Contract, the Contractor shall provide to the Owner a good and sufficient bond or other acceptable surety approved by the Owner in a penal sum not less than one-half of the total amount payable under the terms of this Contract, conditioned upon the faithful performance of this Contract and the payment of any labor and materials suppliers used in the prosecution of the work.

This Agreement is entered into as of the day and year first written above.

OWNER:

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

CONTRACTOR:

CONCRETE SPECIALTIES AND  
UTILITIES

\_\_\_\_\_  
(Printed name and title)

**BID PROPOSAL**  
**LOGAN COUNTY CONCRETE BOX REPLACEMENT**  
**Vans Way Acre Road**

Bid for the replacement of a corrugated culvert on Vans Way Acre Road at Springdale Canal with a pre-engineered concrete precast box along with wing walls complete in place per plans and specification. The size is to be 8' x 6' inside dimensions, 42 feet in length. The bidder agrees to complete the project on a lump sum basis per plans and specifications. The bidder to furnish all labor, equipment and materials to complete the project.

1. Pre-engineered concrete box culvert replacement project bid on a lump sum basis per plans and specifications. Box size 8' x 6' inside dimensions, 42 feet in length.

Lump sum Bid (figures) \$ 147,873<sup>00</sup>

Lump sum Bid (words) One Hundred Forty Seven Thousand Eight Hundred Seventy Three<sup>00</sup>

By ( Signature ) Alan Kuri

Company name Concrete Specialists and Utilities

Address 11820 County Rd 320

City Sterling State Co Zip 80751