



Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, June 4, 2024 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the May 21, 2024, meeting.

Inspection of the Logan County Jail.

Unfinished Business

Consideration of the award of the bid for the purchase of a Smooth Drum Vibratory Asphalt Roller for the Logan County Road and Bridge Department.

New Business

The Board will open a public hearing to consider the approval of an application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for events to be held at the Logan County Courthouse Square on June 28, July 5, July 12, July 19 and July 26, 2024.

Consideration of the approval of Certificate of Substantial Completion and Notice of Final Acceptance of the Project on Bridge Replacement Project LOG 93-60.5-243.

Consideration of an agreement between Logan County and BNSF for installation of railroad crossing surface at County Road 32.2.

Consideration of the approval of Resolution 2024-16 renouncing the prohibition on the possession of firearms imposed by Senate Bill 24-131 and expressly permitting the lawful possession of firearms on the property or within any building in which the offices of the Board or any individual Board member are located, or meetings of the Board are conducted.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, June 18, 2024, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

May 21, 2024

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
Joseph A. McBride	Commissioner
Jerry A. Sonnenberg	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Marilee Johnson	Logan County Public Information Officer
Jerry Casebolt	Logan County Emergency Management
Rick Cullip	Logan County Buildings and Grounds
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
David Conley	Logan County Lodging Board
Dave Lieber	NJC Young Farmers
John Chapdelaine	NOCO Foundation
Jeff Rice	Journal Advocate

Chairman Brownell called the meeting to order at 9:40 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Brownell asked if there were any revisions for the agenda. Hearing none, Chairman Brownell continued with the Consent Agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the May 7, 2024, meeting.
- Acknowledge receipt of the Logan County Treasurer's Report for the month of April 2024.
- Acknowledge receipt of the Logan County Clerk and Recorder's Report for the month of April 2024.
- Acknowledge receipt of the Sheriff's Fee Report for the month of April 2024.
- Inspection of the Logan County Jail.

Commissioner Sonnenberg moved to adopt the Consent Agenda. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Brownell continued with New Business:

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 15, 2024.

- Dave Lieber addressed the board with information about the event.

Hearing no further public comment, Chairman Brownell closed the public hearing.

Commissioner Sonnenberg moved to approve the application submitted by NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 15, 2024. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Brownell opened a public hearing to consider the approval of an application submitted by the Community Foundation of Northern Colorado/Sterling Community Fund for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on October 5, 2024.

- John Chapdelaine addressed the board to explain the changes from past events and this event.

Hearing no further public comment, Chairman Brownell closed the public hearing.

Commissioner McBride moved to approve an application submitted by the Community Foundation of Northern Colorado/Sterling Community Fund for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on October 5, 2024. Commissioner Sonnenberg seconded and the motion carried. 3-0.

The board opened bids for the purchase of a Smooth Drum Vibratory Asphalt Roller for the Logan County Road and Bridge Department.

- Wagner Cat in the amount of \$58,425.99
- Four Rivers Equipment in the amount of \$58,716.28
- Wagner Equipment in the amount of \$64,491.63
- Four Rivers in the amount of \$51,121.00
- Farris Machine in the amount of \$48,705.00
- Farris Machine in the amount of \$59,270.00

Commissioner McBride moved to accept the bids and refer them to Jeff Reeves of Logan County Road and Bridge for recommendation at the next meeting. Commissioner Sonnenberg seconded and the motion carried 3-0.

Consideration of the approval of the following Logan County Lodging Tax Board Projects:

- Logan County Fair & Rodeo - \$6,000.00.
- Kermes Cinco de Mayo - \$1,000.00.
- Volunteer Appreciation Banquet – up to \$2,500.00.

Commissioner McBride moved to award the Logan County Lodging Tax Board Project for the Volunteer Appreciation Banquet in an amount up to \$2,500.00. Commissioner Sonnenberg seconded and the motion carried 3-0.

Commissioner McBride moved to award the Logan County Lodging Tax Board Project for Logan County Fair & Rodeo in the amount of \$6,000.00. Commissioner Sonnenberg seconded and the motion carried 3-0.

Commissioner Sonnenberg moved to award the Logan County Lodging Tax Board Project for Kermes Cinco de Mayo in the amount of \$1,000.00. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve an agreement between Logan County and Hillrose Dairy LLC and issuance of Right of Way Permit Number permit #2024-4 for use of the County Right of way trenching across CR 18 for an irrigation pipeline. Commissioner Sonnenberg seconded and the motion carried 3-0.

Commissioner Sonnenberg moved to approve Resolution 2024-15 cancelling certain tax sale certificates issue in error as a result of erroneous severed mineral assessments. Commissioner McBride seconded the motion carried 3-0.

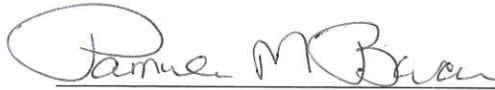
Commissioner Sonnenberg moved to approve an agreement between the City of Sterling and Logan County to extend the consolidated intergovernmental agreements between the entities for one additional year. Commissioner McBride seconded the motion carried 3-0.

Other Business

The next regular meeting will be scheduled for Tuesday, June 4, 2024, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 10:07 a.m.

Submitted by:



Logan County Clerk

Approved: June 4, 2024

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Logan County Clerk & Recorder



**LOGAN COUNTY
ROAD & BRIDGE DEPT.
12603 C.R. 33
Sterling, CO 80751
(970) 522-3426**

May 29, 2024

Logan County Commissioners
315 Main Street
Sterling, CO 80751

Dear Board of County Commissioners:

The Logan County Road & Bridge Department is recommending awarding the 2024 proposal for one (1) Double Drum Asphalt Roller to Farris Machinery, 5770 E. 77TH Ave., Commerce City, CO 80022. The proposal was for a Volvo DD25B Model for \$48,705.00, this is \$16,292.00.00 under budgeted amount.

Farris was the low proposal and met or exceeded required specifications as well.

Other vendor proposals not recommended:

4 Rivers Equipment – Ft. Collins for a Hamm HD 12 VV model @ \$51,121.28.

Wagner Equipment - Aurora for a Cat CB2.7 model for \$64,491.63

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Reeves', is written over a horizontal line.

Jeff Reeves
Logan County Road & Bridge Manager

Proposal

May 15, 2024

Mr. Jeff Reeves
Logan County
315 Main St.
Sterling, CO 80751

Dear Jeff:

In reference to your bid request for a Smooth Drum Vibratory Asphalt Roller we are please to propose prices on the following Volvo equipment.

Quote: Volvo DD25B Double Drum Asphalt Compactor with all standard equipment and to include:

Requested Options:

47.2" Wide Smooth Drums
Sliding Seat w/Single Drive Lever
Foldable ROPS
Volvo D1.7A Diesel Engine - 25 hp
Back Up Alarm
Fuel Level Gauge
Beacon Light
Yellow Paint

Price FOB Sterling, CO----- \$48,705.00

Trade-In: None.
Terms: Net 10 days after receipt of the invoice.
Estimated Delivery: 60 to 90 days after receipt of the order.
Delivery will be confirmed once order is received & accepted by Manufacturer.


Additional Terms and Conditions

- All Prices are firm for 30 days from the date of the quote, subject to change by manufacturer without notice.
- If financed, order is subject to credit approval.
- Special order equipment may require a down payment prior to order being placed with the manufacturer.
- Unless other wise noted, prices do not include state or local taxes.

Thank you for the opportunity of quoting this equipment.

Sincerely,

FARIS MACHINERY COMPANY


David Hamilton

District Manager

Cell Phone #: 720-612-9766

e-mail Address: david.hamilton@farismachinery.com

This quote is not binding until accepted by Faris Machinery Company, and is subject to terms and conditions set forth by Faris Machinery Company. No additional conditions, agreements or modifications to the terms herein shall be accepted by Faris Machinery Company

Quote #: VO-DD25-LOGAN-05-051324

Application for a Special Events Permit

Departmental Use Only

State Only Permit/State Property

In order to qualify for a Special Events Permit, You **Must** Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input checked="" type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input checked="" type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Logan County Chamber of Commerce	State Sales Tax Number (Required) 840328645
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 109 N Front Street, Sterling CO 80751	3. Address of Place to Have Special Event (include street, city/town and ZIP) 315 Main Street, Sterling CO 80751
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4. Authorized Representative of Qualifying Organization or Political Candidate Caitlin Baseggio	Date of Birth [REDACTED]	Phone Number 970-571-1306
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)
16911 CR 20.5 Atwood Co 80722

5. Event Manager Caitlin Baseggio	Date of Birth [REDACTED]	Phone Number 970-571-1306
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Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager director@logancountychamber.com
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? 2	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	06/28/24	Date	07/05/24	Date	07/12/24	Date	07/19/24	Date	07/26/24
Hours From	5P.m.	Hours From	5p.m.	Hours From	5p.m.	Hours From	5p.m.	Hours From	5p.m.
To	9P.m.	To	9P.m.	To	9p.m.	To	9p.m.	To	9p.m.
Date		Date		Date		Date		Date	
Hours From	.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.
To	.m.	To	.m.	To	.m.	To	.m.	To	.m.
Date		Date		Date		Date		Date	
Hours From	.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.
To	.m.	To	.m.	To	.m.	To	.m.	To	.m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature 	Title Director	Date 5.13.24
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
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Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

CERTIFICATE OF SUBSTANTIAL COMPLETION

Contractor: Lobato Construction, LLC 123 North Main Street, Brighton, CO 80601

Contract For: REPLACEMENT OF BRIDGE LOG93-60.5-243 described in the Invitation for Bids, Bid No. B23-243.

Contract Dated: September 12, 2023

This Certificate of Substantial Completion applies to all Work that has been sufficiently completed in accordance with the Contract Documents and as modified by any change orders agreed to by the parties, so that the County and/or Owner can utilize the project for the use for which it was intended, except for the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor and Engineer, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

3/28/24

Date of Substantial Completion

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the list shall be completed or corrected by the Contractor within 45 days of the above date of Substantial Completion.

To be effective, this form must be signed by the Owner, the Engineer, and the Contractor.

Owner: _____ Date: _____

Owner Printed: _____

Engineer: Susan M N Walan Date: 5/28/2024

Engineer Printed: Sue Walan

Contractor:  Date: 5-28-24

Contractor Printed: Layne Lohmeier

BRO C130-014, SA 22628
Logan County Road 93 Bridge
Preliminary and Final Walk-throughs

3/19/2024 Jeff Reeves (Logan County), Tom Walsh (Lobato), Justin Wagner (Lobato), Loyla (Siete), Sue Walan (SEH)

3/28/2024 Jeff Reeves (Logan County), Tom Walsh (Lobato), Justin Wagner (Lobato), Mike Keen (CDOT R4), Wayne Howard (SEH), Steve Kay (SEH)

Fencing: Corner posts Installed. Fencing being installed 3/21/2024. (Complete)
County will install wire gates after locations are confirmed with property owner

Erosion Control: Temporary Erosion Control removed 3/20/2024
Permanent Erosion Control (Soil Conditioning, Seeding, Mulching, Tackifier, Soil Retention Blankets) installed 3/20/2024

1. 3/28/24 - Additional erosion control logs will need to be added at CBC above headwall and behind wingwalls to prevent soil from over toping walls on both ends.
2. 3/28/24 - Place additional 9" Riprap at entrance of CBC along both wingwalls to prevent soil erosion (See sketch - forthcoming)
3. 3/28/24 - Additional erosion logs will be installed parallel to roadway in front of guard railing posts to prevent stormwater erosion starting at the ditch paving. Approximately 20' on all four corners. (approx. 80' total)
4. 3/28/24 - The slope and ditch paving does not match plans and creates a highly erodible condition. Place grouted riprap within this area to conform to the placed slope paving. (See sketch-forthcoming)

Guardrail: Completed 3/19/2024

Finish Grading: Completed 3/20/2024

Traffic Control: All traffic Control to be removed by the end of the day 3/22/2024.
Lobato will move Road Closed Traffic Control off the roadway 3/21/2024 after Crane is removed. 3/28/24 - (Completed)

AIT Testing: Embankment AIT test results received 3/20/2024. Concrete AIT test results received 3/21/2024

3/20/2024: Tom Wrona (SEH), Justin Wagner (Lobato), Sue Walan (SEH)

Bridge: Patch all holes in girders.

Remove form wood still in place under deck at abutment 1 3/28/24 - (Completed)

Remove all form ties. (Work being performed on 3/28/24) (Completed)

The vertical faces of the outside pier diaphragms do not match the vertical faces of the keeper blocks at 2 of 4 locations East side of Pier 2 and West side of Pier 3. The offset is approx. 1" to 1-1/2".

Probably not a structural concern but is noticeable. Options to be determined by Steve Kay (Engineer of Record):

1. Grind and patch diaphragm
2. Add patching concrete to the keeper blocks to align the vertical faces of pier diaphragms
3. Do nothing
4. 3/28/24 - Chamfer the sharp edge on w. side of Pier 3 to match chamfer on e. side of Pier 2. (Completed)

CBC: Patch spall in ceiling of west joint

Remove form nails at east side (Ongoing during 3/28/24 walkthrough) (Completed)

Guardrail: Clean up areas around guardrail posts

Reduce depth of depression in roadway at embankment rundowns. This is a hazard to traffic.

3/28/24 - This will become a long term maintenance issue and needs to be corrected. SEH working on design fix. (See attached)

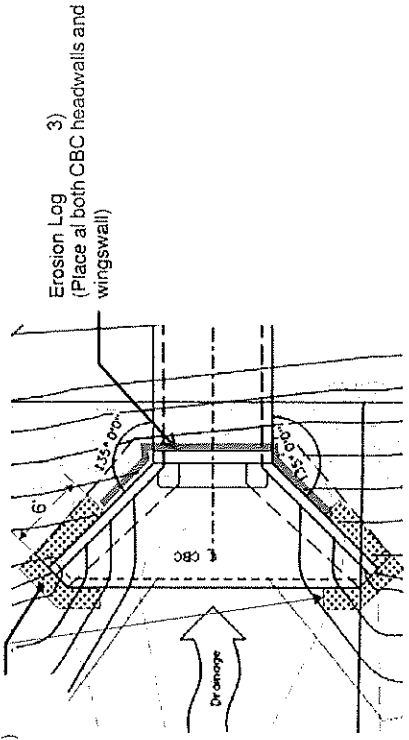
Erosion Control Blankets: Place blankets only along embankment protectors on east side.

Place remaining blankets on steeper slopes on west side - particularly around CBC
Complete 3/20/2024

4/29/2024: Jeff Reeves (Logan), Tom Walsh (Lobato), Wayne Howard (SEH)

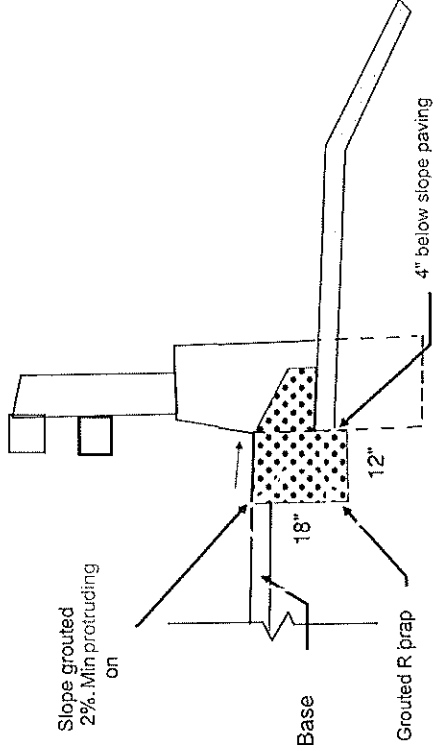
Contractor performing work on final punch list items. All remaining work items have been completed

9" Riprap
1.5x1.5x1.4"
(Entrance only)



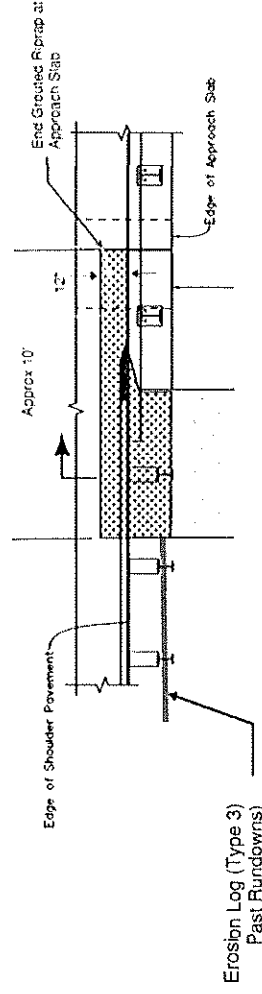
Erosion Detail at CBC

Slope grouted
2% Min protruding
on



Ditch Paving
Section Detail

Item No.	Contract Item	Unit	Plan
203-00023	Erosion Log	LF	124
506 00209	Riprap	CY	2.5
Not Included	6" Grouted	CY	4.5



Ditch Paving
Plan Detail

Logan County
CR 93 Bridge

NOTICE OF FINAL ACCEPTANCE

To: Lobato Construction
123 N Main Street
Brighton, CO 80601

Date: _____

RE: PROJECT: REPLACEMENT OF BRIDGE LOG93-60.5-243 described in the Bid No. B23-243.

This is to inform you that the above referenced job, has been satisfactorily completed in accordance with the Contract Documents and is hereby accepted.

Final payment will be made on or about _____

Final acceptance does not relieve the Contractor of the minimum one (1) year guarantee on all work and materials incorporated into this Project. Such guarantee shall begin on the date of this acceptance.

By: _____
Chair, Logan County, Colorado
Owner

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Final Acceptance is hereby acknowledged by:

Dated this _____ day of _____ 2024.

By _____
(Contractor)

Title _____



Contract Number: BF-20274204

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.: BF-20249465
Mile Post 112.413
Line Segment 21
U.S. DOT Number 057548K
Angora Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of June 4, 2024, by and between **LOGAN COUNTY** (hereinafter called, "**Agency**") and BNSF Railway Company (hereinafter called, "**BNSF**"). Agency and BNSF will be collectively referred to as "Parties".

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, BNSF desires to replace two of the four tracks through the County Road 32.2 crossing, which will also require replacement of the existing concrete crossing surface at County Road 32.2 with a new concrete crossing surface ("Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) **BNSF Work.** BNSF will install a new concrete crossing surface for a width of 48 feet from the edge of the pavement on the North side of the road to the edge of the pavement on the South side of the road. The new crossing surface will adequately cover all vehicular driving lanes at County Road 32.2. BNSF will perform all necessary track upgrades to accommodate the new crossing surface, including the following:
 - A. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - B. Job site cleanup, including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.



Contract Number: BF-20274204

C. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete pedestrian crossing surfaces;

2) **Agency Work.** Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:

A. Design and Construction of County Road 32.2;

B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");

C. Installation of advance warning signs in accordance with the MUTCD;

3) **Payment; Invoicing.** During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. BNSF shall send to the Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt. Agency agrees to pay a fifty percent (50%) share of the total Project cost, provided such costs do not exceed the amount set forth in the estimate. The total Project cost is Two Hundred Sixty Nine Thousand Eight Hundred Seventy Two and No/100 Dollars (\$269,872.00) and the Agency's estimate total cost for the new crossing surface is One Hundred Thirty Four Thousand Nine Hundred Thirty Six and No/100 Dollars (\$134,936.00) as detailed in Exhibit B.

The Parties acknowledge and agree that BNSF may recalculate and update the estimate in the event that the Effective Date is greater than six (6) months after the date of the estimate, subject to written approval of the Agency.

4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.



Contract Number: BF-20274204

- 5) **Vehicular Traffic during Installation.** The Agency shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the County Road 32.2 Street crossing during installation of the new crossing surface.
- 6) **Drainage.** The Agency agrees to allow BNSF to drain water from the County Road 32.2 crossing area into existing Agency storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** The Agency agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at County Road 32.2 and the new crossing surface on both sides of the track as well as the area between the tracks.
- 8) **Contractor Requirements:** Agency must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the Agency's contractor shall have (i) executed and delivered to BNSF the Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and Agency's payment of the amounts set forth in Section 3 above.



Contract Number: BF-20274204

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF RAILWAY COMPANY:

By: _____

Printed Name: _____

Title: _____

AGENCY:

LOGAN COUNTY

By: _____

Printed Name: Mike Brownell

Title: Chairman, Board of County Commissioners





Contract Number: BF-20274204

Exhibit B

AUTHORITY FOR EXPENDITURE

LOCATION : NORTH STERLING	LINE SEGMENT : 21	AFE NUMBER :
PLANITEM NUMBER : 925020000	MILEPOST : 112.413	RFA NUMBER : 5922423
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : PR	CPAR NUMBER : C0000009
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : ANGORA	BUDGET YEAR : 2023
JOINT FACILITY : LOGAN COUNTY	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 50.0	TAX STATE : CO	REPORTING OFFICE : 111
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 29125

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP - PRS DIV ANGORA SUB LS 21 MP 112.413 REHAB OF CR 32.2 ON THE ANGORA SUB 2 TRACKS

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
925020000	21	112.413	112.413	S	NORTH	NORTH STERLING	PUBLIC IMPROVEMENT PROJECT	2023

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	24,099	0	14,625	0	38,725	77,449
MATERIAL COSTS	34,765	0	0	0	34,765	69,530
OTHER COSTS	61,301	0	146	0	61,446	122,893
TOTALS	120,165	0	14,771	0	134,936	269,872

SYSTEM MAINTENANCE AND PLANNING
 ESTIMATE REF. NUMBER: 5922423
 COSTING DATE: 03/21/2023

PRINTED ON: 03/21/2023
 ESTIMATED BY: JOHNSON
 PRINTED BY: JOHNSON



Contract Number: BF-20274204

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1. General

1. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of _____
2. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
3. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
4. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost



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profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

5. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
6. The Contractor must notify **Logan County** at 970-522-3426 and Railway's Manager Public Projects, telephone number 303-480-6586 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file BF-20274204.
7. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until



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notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

8. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2. Contractor Safety Orientation

1. **No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

3. Railway Requirements

1. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
2. The Contractor must notify the Railway's Division Engineer and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
3. The Contractor must abide by the following temporary clearances during construction:
 1. 15'-0" Horizontally from centerline of nearest track



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2. 21'-6" Vertically above top of rail
 3. 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 4. 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 5. 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 6. 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
1. Upon completion of construction, the following clearances shall be maintained:
7. 25' Horizontally from centerline of nearest track
 8. 23' 6" Vertically above top of rail
1. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **Logan County** and must not be undertaken until approved in writing by the Railway, and until the **Logan County** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
 2. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
 3. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by the **Logan County** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
 4. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
 5. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a



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treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

6. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1. **Contractor Roadway Worker on Track Safety Program and Safety Action Plan**

1. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
1. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
 1. The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.
 2. Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to



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participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

3. Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.
4. Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1. **Railway Flagger Services**

1. The Contractor must give Railway's **Roadmaster (telephone 719-960-7156)** a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
2. Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 1. When, upon inspection by Railway's Representative, other conditions warrant.



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2. When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 3. When work in any way interferes with the safe operation of trains at timetable speeds.
 4. When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 5. Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
3. Flagging services will be performed by qualified Railway flaggers.
1. Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 2. Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 3. The cost of flagger services provided by the Railway will be borne by **Logan County**. The estimated cost for one (1) flagger is approximately between \$1600.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**
 4. The average train traffic on this route is 2 freight trains per 24-hour period at a timetable speed 30 MPH and 0 passenger trains at a timetable speed of N/A MPH.



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1. Contractor General Safety Requirements

1. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
2. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
3. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
4. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
5. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
6. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.



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7. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
8. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
9. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
10. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
11. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
12. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capa the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe



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clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1. **Excavation**

1. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
2. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.
3. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
4. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

2. **Hazardous Waste, Substances and Material Reporting:**

1. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this



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Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

3. Personal Injury Reporting

1. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRaisafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- 1. First Aid Only
- 2. Required Medical Treatment
- 3. Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



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EXHIBIT C1
EXHIBIT "C-1"

Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: **BF-XXXXXXX**

Agency Project:

Logan County, a/an (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated **XXXXXX**, 20**XX**, with **Logan County** for the performance of certain work in connection with the following project: _____ Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **Logan County**(i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY**



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ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

- A. It is mutually negotiated between the parties that the indemnification obligation shall include all claims brought by Contractor's employees against Railway, its agents, servants, employees or otherwise, and Contractor expressly waives its immunity under the industrial insurance act (RCW Title 51) and assumes potential liability for all actions brought by its employees.**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**

- C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.**

- D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**



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- E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) **TERM**

- A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) **INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's property.
 - (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations;



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and

- (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
 - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
 - (3) Separation of insureds;
 - (4) The policy shall be primary and non-contributing with respect to any insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage



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for, but not limited to:

- (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- (1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - (1) Endorsed to include the Pollution Exclusion Amendment
 - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
 - (3) Endorsed to remove any exclusion for punitive damages.
 - (4) No other endorsements restricting coverage may be added.
 - (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
 - (6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:



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- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Toll Free: 877-576-2378
Fax number: 817-840-7487
Email: BNSF@certfocus.com
www.certfocus.com

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class



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VII or better, and authorized to do business in the state(s) in which the service is to be provided.

- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.
- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or



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not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; *provided,* however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or



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amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.



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- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

- E. Contractor and its subcontractors must give Railway's representative () () weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

CONTRACTOR

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Manager Public Projects

Title: _____

Date: _____

Date: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____

Zip: _____

Fax: _____

Phone: _____

E-mail: _____



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**RESOLUTION
NO. 2024 - 16**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, RENOUNCING THE PROHIBITION ON THE POSSESSION OF FIREARMS IMPOSED BY SENATE BILL 24-131 AND EXPRESSLY PERMITTING THE LAWFUL POSSESSION OF FIREARMS ON THE PROPERTY OR WITHIN ANY BUILDING IN WHICH THE OFFICES OF THE BOARD OR ANY INDIVIDUAL BOARD MEMBER ARE LOCATED, OR MEETINGS OF THE BOARD ARE CONDUCTED.

WHEREAS, on May 7, 2024, the Colorado General Assembly passed Senate Bill 24-131, which prohibits the carrying of firearms in certain “sensitive places”. Senate Bill 24-131 was signed by the Governor and becomes effective July 1, 2024; and

WHEREAS, Section 2 of Senate Bill 24-131 creates C.R.S. §18-12-105.3, which provides in pertinent part as follows:

(1)(b) A person shall not knowingly carry a firearm, whether loaded or not loaded, in any of the following locations, including their adjacent parking areas:

Unless permitted by a local government, on the property or within any building in which (I) the chambers or galleries of a local government’s governing body are located; (II) a meeting of a local government’s governing body is being conducted; or (III) the official office of any elected member of a local government’s governing body.

WHEREAS, even though Senate Bill 24-131 prohibits possession of firearms in the above places on a statewide basis, it does provide that individual local governments may exercise their own discretion in deciding whether to allow possession of firearms by enacting their own rules that permit possession of firearms in these locations. C.R.S. §18-12-105.3(4)(b); and

WHEREAS, pursuant to C.R.S. §30-11-101(2), Logan County, acting by and through its Board of County Commissioners, has the authority and the duty to adopt and enforce regulations that foster the health, safety and welfare of its citizens, and the protection of its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

1. The lawful possession of firearms shall be permitted on the property or within any building in which the offices of the Board or any of its individual members are located, or where any meetings of the Board are conducted.

2. This Resolution applies only to lawful possession of firearms in the specific places described herein and is not intended to affect and does not apply to any other restrictions on the possession of firearms that are imposed by Senate Bill 24-131 or other existing statutes,

including C.R.S. § 1-13-724.

3. This Resolution shall become effective on and after July 1, 2024.

ADOPTED AND SIGNED this 4th day of June, 2024.

THE BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

_____(Aye) (Nay)
Mike Brownell, Chairman

_____(Aye) (Nay)
Joseph A. McBride

_____(Aye) (Nay)
Jerry A. Sonnenberg

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was duly adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 4th day of June, 2024.

County Clerk and Recorder