

Joseph A. McBride, Chairman  
Commissioner District Two

Byron H. Pelton  
Commissioner District One

Jane Bauder  
Commissioner District Three



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## **OFFICE OF THE BOARD LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2  
STERLING, COLORADO 80751

### **AGENDA**

**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, March 5, 2019 - 9:30 a.m.**

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

Approval of the Minutes of the February 19, 2019 meeting.

Acknowledgment of the receipt of Veteran's Service Officer's monthly report and certification of pay form for the month of February, 2019.

Approval of an application for a renewal application for a Fermented Malt Beverage License on behalf of F & H Park and Recreation District.

### **Unfinished Business**

Consideration of the award of the proposal for the purchase of a new track loader for the Logan County Landfill.

Consideration of the award of the proposal for engineering services for the replacement of Logan County Bridge LOG93-60.5-24.3 over the South Platte River, Logan County RFP #243, Federal Aid #BRO C130-014 (22628).

### **New Business**

The Board will open 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 March 16, 2019.

The Board will open a public hearing to consider the approval of an application submitted by the Northeastern Junior College Foundation for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on April 12, 2019.

Consideration of the approval of an amendment to the Logan County Travel and Employee Reimbursement Policy.

Consideration of the approval of an amendment to the Logan County Purchasing Policy and Procedures.

Consideration of the approval of a Contract between Logan County and Sterling Handyman, LLC for interior remodeling and construction of co-working space in the Logan County Courthouse Annex Building.

Consideration of the approval of a Contract between Logan County and Lock and Sons Plumbing and Heating, LLC for lavatory remodeling and upgrades for Co-Working Space in the Logan County Courthouse Annex Building.

Consideration of the approval of a Contract between Logan County and Curlee Heating & Air Conditioning for installation of heating, ventilation and air conditioning upgrades for Co-Working Space in the Logan County Courthouse Annex Building.

Consideration of the approval of a Contract between Logan County and Better Electric, Inc. for interior electrical and lighting upgrades for Co-Working Space in the Logan County Courthouse Annex Building.

### **Other Business**

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

Applications are being accepted for volunteers to serve on the following County advisory boards: Planning Commission, Board of Adjustment, EMS Council, Lodging Tax Board, Fair Board and the Logan County Representative to the NE Colorado Board of Health. Any Logan County resident interested in serving on one of these advisory boards, should complete an application available at the Commissioners Office. Applications are also available on the county website. Applications are due by 5:00 p.m., March 8, 2019.

The next meeting will be scheduled for Tuesday, March 19, 2019, at 9:30 a.m. at the Logan County Courthouse.

### **Executive Session as Needed**

#### **Adjournment**



February 19, 2019

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

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron H. Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Rob Quint	Logan County Planning and Zoning
Dave Conley	Lodging Tax Board
Matt Chrisp	Logan County Landfill
Jerry Casebolt	Emergency Management Coordinator
Dave Lieber	NJC Young Farmers
Ken Bornhoft	International Feedlot Cowboys Association
Tracy McBride-Lapp	
Carol Graybill	
Jeff Rice	Journal Advocate

Chairman McBride called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. Commissioner Pelton added a 2013 Dodge SD Truck VIN #2C3CDXAT9DH721121 to the Consent Agenda under the list of surplus vehicles being sold at auction. Commissioner Bauder seconded and the motion carried 3-0.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the February 5, 2019 meeting.
- Acknowledgment of the receipt of the Landfill Supervisor's report for the month of January, 2019.
- Acknowledgment of the receipt of the Treasurer's report for the month of January, 2019.
- Acknowledgment of the receipt of the Clerk and Recorder's report for the month of January, 2019.
- Acknowledgment of the receipt of the Sheriff's fee report for the month of January, 2019.
- Consideration of the approval of the re-appointment of the members to the following advisory boards:
  - Dave Whitney – Logan County Planning Commission three-year term.
  - Fred Jackson, David Piper, Peggy Swedlund and Carol Wisdom Silvey, Lodging Tax Board two-year terms.
  - Tracy Yahn – Emergency Medical Services Council, three-year term.
- Consideration of the approval of the appointment of members to the following advisory boards:
  - Micaela Ladd – Logan County Fair Board, Advertising Position, three-year term.
  - Kim Whittaker – Logan County Lodging Tax Board, two-year term.
- The Board signed titles for the following surplus vehicles which will be sold at auction:
  - 1983 Chevrolet Truck VIN #1GCEK14H9DJ169049
  - 1977 GMC Truck VIN #TKL247F715814

- 1999 GMC Truck VIN #1GDHK33J1XF083928
- 1988 GMC Truck VIN #1GTDC14H4JZ535621
- 1991 Chevrolet Truck VIN #1G1BL5377MR143558
- 2004 Dodge Sedan Truck VIN #2B3HD46V54H583010
- 2011 Dodge Van VIN #2D4RN3DG2BR753347
- 2008 HMD Trailer VIN # IDTL005886AA
- 2012 Dodge Sedan VIN # 2C3CDXAT9CH258833
- 2013 Dodge Sedan VIN #2C3CDXAT9DH721121

Commissioner Pelton moved to approve the Consent Agenda. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride continued with Unfinished Business:

Chairman McBride opened a public hearing for Resolution No 2019-15 and an application approving the Re-Subdivision and Replat of Koenigs' Addition to and Replat of Block 12, Bluebird Acres, Logan County, Colorado. No comments were made. Chairman McBride closed the public hearing. Commissioner Bauder moved to approve Resolution No 2019-15 and an application approving the Re-Subdivision and Replat of Koenigs' Addition to and Replat of Block 12, Bluebird Acres, Logan County, Colorado. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

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

- International Feedlot Finals - \$5,550
- Sportsman Experience 2019 - \$4,650
- High Plains Outdoor Tractor and Truck Pull - \$4,300
- Colorado Flatlanders Annual Rod Run in the Park \$3,500
- Tourist Center Director Salary - \$33,000
- USA Today and Official Sports - \$5,500
- Colorado Country Life Magazine Advertising - \$1,452.20
- Mile High Sports Magazine - \$2,700

Dave Conley explained each of the projects in detail.

Commissioner Pelton moved to approve the Logan County Lodging Tax Board project of the International Feedlot Finals for \$5,550. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride moved to amend the vote for the International Feedlot Finals and change the amount to \$5500.00. Commissioner Pelton seconded and the motion carried 3-0.

- Ken Bornhoft explained the event to the Board.

Commissioner Bauder moved to approve the Logan County Tax Board project of the Sportsman's Experience 2019 in the amount of \$4,650. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve the Logan County Lodging Tax Board project of the High Plains Outdoor Tractor and Truck Pull for \$4,300. Commissioner Bauder seconded and the motion carried 3-0.

- Dave Lieber explained the event changes to the Board.



Commissioner Bauder moved to approve the Logan County Lodging Tax Board project for the Colorado Flatlanders Annual Rod Run in the Park for \$3,500. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve the Logan County Lodging Tax Board Tourist Center Director Salary for \$33,000. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve the Logan County Lodging Tax Board for USA Today and Official Sports for \$5,950. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve the Logan County Lodging Tax Board project for Colorado Country Life Magazine Advertising for \$1,452.26. Commissioner Bauder seconded and the motion carried 3-0.

- Marilee Johnson corrected the price to \$1,452.26.

Commissioner Bauder moved to approve the Logan County Lodging Tax Board project for the Mile High Sports Magazine for \$2,700. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride opened proposals for the purchase of a new track loader for the Logan County Landfill.

- Wagner Equipment Co. - \$373,485.53.00
- Leibberr - with warranty is \$353,700.00
- 4 Rivers Equipment Co. – \$327,530.00

Commissioner Pelton moved to refer the proposals to Matt Chrisp with Logan County Landfill for his recommendation. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to award the proposal for the purchase of a new motor grader for the Logan County Road and Bridge Department to Wagner Equipment Co. for one CAT model 140M3AWDDDB including warranty for \$278,051.00. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to postpone definitely until March 5th the award of the proposal for engineering services for the replacement of Logan County Bridge LOG93-60.5-24.3 over the South Platte River, Logan County RFP #243, Federal Aid #BRO C130-014 (22628). Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2019-16 approving modified user fees for the deposit of solid waste in the Logan County Landfill. Commissioner Pelton seconded and the motion carried 3-0.

- Matt Chrisp with Logan County Landfill explained the modified user fees.

Commissioner Pelton moved to approve a bill of sale for playground equipment to the Pawnee Ridge Homeowner's Association. Commissioner Bauder seconded and the motion carried 3-0.

Applications are being accepted for volunteers to serve on the following County advisory boards: Planning Commission, Board of Adjustment, EMS Council, Lodging Tax Board, Fair Board and the Logan County Representative to the NE Colorado Board of Health. Any Logan County resident interested in serving on one of these advisory boards should complete an application available at the Commissioner's Office. Applications are available on the county website. Applications are due by 5:00 p.m., March 8, 2019.

County items for the surplus auction will be sold at Sterling Livestock on Monday, February 25<sup>th</sup> at 9:30 a.m.

The next business meeting will be scheduled for Tuesday, March 5, 2019 at 9:30 a.m. at the Logan County Courthouse.

There being no further business, the meeting was adjourned on Tuesday, February 19, 2019 at 10:23 a.m.

Submitted by:

Rachelle Stebaker  
Logan County Deputy Clerk

Approved: March 5, 2019

LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Joe McBride, Chairman

Attest:

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



**Colorado Department of Military and Veterans Affairs**  
**County Veterans Service Officers Monthly Report and Certification of Pay**

County of Logan Month of February 2019

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls *	143	21-4142 & 21-4142a	03/03
Office Visits	34	MILITARY RECORDS/CORRECTIONS	
Home Visits	14	SF180	
Outreach Visits	04	DD149	
Community Events	-0-	DD293	-0-
Request for Medal	-0-	NA13075	
Operation Recognition	-0-	Other	
Correspondence Rec'd	03	NSC PENSION	
Correspondence Written	07	21-527EZ	-0-
Info/Referral/Inquiries	06	21-8416	-0-
VCAA Notice	-0-	WIDOWS PENSION	
State Benefits	-0-	21-534EZ	-0-
Income Verifications	-0-	21-8416	-0-
NEW CLAIMS INITIATED		DIC	
21-22 CVA	03	21-5234EZ	-0-
21-22 others	-0-		
SC ENTITLEMENT		WAIVERS/COMPROMISE	
21-526EZ	03	21-5655	-0-
21-0966 Informal	04	APPEALS	
21-4138	04	21-0985 NOD	-0-
21-526EZ Reinstate	-0-	VA Form 9	-0-
21-526EZ IU	-0-	VA HOME LOAN	
21-8940 IU	-0-	26-1800	-0-



21-4192 IU Employer	↑	<b>INCARCERATED VETERANS</b>	
21-4138 SMC	- 0 -	21-526EZ Reinstatement	↑
21-686c Dependency		21-4138 Apportionment	- 0 -
21-674 School Attendance	↓		↓
<b>VA HEALTHCARE</b>		<b>INSURANCE CLAIMS</b>	
10-10EZ	04	29-357	↑
CHAMPVA	- 0 -	29-4364	- 0 -
		29-336 Beneficiary	↓
		29-4125 Lump Sum	↓
<b>HOMELESS VETERANS CLAIMS</b>		<b>VTF REQUESTS</b>	
Service Connection	- 0 -	Rental Assistance	↑
NSC Pension	- 0 -	Utilities Assistance	
<b>VOC REHAB</b>		Prescription Assistance	
28-1900 CH31	- 0 -	Food Assistance	- 0 -
<b>MISC CLAIMS</b>		Transportation Assistance	↓
21-8678 Clothing Allow	↑	Clothing Assistance	
21-4502 Adaptive Equip.		Other	↓
26-4555 Housing	- 0 -		
10-0103 HISA Grant	↓	CVA 6 (Janesville)	06
CRSC		CVA 6 (Denver)	03
<b>BURIAL ALLOWANCE</b>			
21P-530	↑	* from veterans	67
40-1330		* to veterans	49
21-2008	- 0 -	* professional	27
26-1817	↓	Emails :	151
		Veterans	41
		Sent/received	31/79

### Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of February, 2019 from Logan county.

Salary	\$ <u>1,961.14</u>
Expenses (Postage)	\$ <u>11.86</u>
Office Space	\$ <u>125.00</u>
Telephone	\$ <u>84.44</u>
Office Supplies	\$ <u>578.19</u>
Travel	\$ <u>- 0 -</u>
Training Conference	\$ <u>- 0 -</u>
Other	\$ <u>          </u>
 TOTAL	 \$ <u>2,760.63</u>

J. Daynie  
Signature of County Veterans Service Officer

03/01/2019  
Date

### Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 9-11-2015:

\_\_\_\_\_  
County Commissioner or Designee of  
  
\_\_\_\_\_  
County  
  
\_\_\_\_\_  
Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15<sup>th</sup> day the following month.

Mail to:  
Colorado Division of Veterans Affairs  
Attention: Director  
1355 South Colorado Blvd.  
Building C, Suite 113  
Denver, Colorado 80222



**RETAIL LIQUOR OR 3.2 BEER  
LICENSE RENEWAL APPLICATION**

F&H PARK AND RECREATION DIST  
PO BOX 51  
HAXTUN CO 80731-0051

Fees Due	
Renewal Fee	117.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: **Colorado Department of Revenue**.  
The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

Licensee Name F&H PARK AND RECREATION DIST		DBA F&H PARK AND RECREATION DIST		
Liquor License # 14-43024-0000	License Type 3.2% Beer On/Off Premises (county)	Sales Tax License # 14430240000	Expiration Date 04/13/2019	Due Date 02/27/2019
Operating Manager Sheri Bornhof	Date of Birth 3/21/63	Home Address 7921 CR 85		
Manager Phone Number 970-520-2659		Email Address		
Street Address 43355 CR 30 FLEMING CO 80728-9604				Phone Number 3037746362
Mailing Address PO BOX 51 HAXTUN CO 80731-0051				970-774-6362

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO  
Is the premises owned or rented? ☒ Owned ☐ Rented\* \*If rented, expiration date of lease \_\_\_\_\_
13. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
- NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO

**AFFIRMATION & CONSENT**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

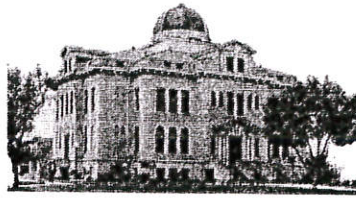
Type or Print Name of Applicant/Authorized Agent of Business Douglas J Atkin	Title Treas.
Signature <i>[Signature]</i>	Date 2/22/19

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For		Date
Signature	Title	Attest





**LOGAN COUNTY SOLID  
WASTE**

315 MAIN STREET  
STERLING, COLORADO 80751

Logan County Solid Waste

Matt Chrisp, Supervisor

Cell 970-520-9451

Office Phone  
970-522-8657

Fax  
970-522-1995

E-mail  
mattc@loganco.gov

Logan County Board of County Commissioners;

After reviewing the three bids for a new track loader at the Logan County Landfill and reviewing ALL the details of each machine bid including things like horse power, break-out power, emission compliance systems etc., I am recommending Logan County purchase the Liebherr LR636 track loader with "Waste Handling" package in the amount of \$353,700.00.

The John Deere 755K with comparable warranty and equipment was bid at \$327,530.00, which is \$26,570.00 less than the purchase price of the Liebherr machine.

The Caterpillar 963K with comparable warranty and equipment was bid at \$373,485.53, which is \$19,785.53 more than the Liebherr machine.

Some of the differences in equipment that appear to make the Liebherr LR636 the best machine for the Logan County Landfill are:

- 1- The required maintenance for the Liebherr machine is one fourth to one half the frequency as John Deere and Caterpillar,
- 2- The "Tier Four" Liebherr engine does NOT require a DPF filter, which must be replaced and costs \$3,000.00 to \$5,000.00 and the DPF filter is known to plug and fail causing down time and expensive repairs. John Deere and Caterpillar both require the DPF filter.
- 3- The Liebherr engine does NOT go through a "REGEN" cycle that John Deere and Caterpillar do. The "REGEN" cycle creates very high heat in the process of burning impurities out of the exhaust, and poses potential fire problems in the waste handling application. (The REGEN cycle is for the purpose of cleaning the DPF filter.)
- 4- The Liebherr track loader is estimated to be about 17% more efficient than John Deere and Caterpillar, and still provide comparable power and effectiveness.
- 5- Lastly, the overall savings in efficiency, fewer oil and filter changes, and better emissions systems will be between \$21,000 to \$32,000 as compared to John Deere and Caterpillar over five years. These savings do not include the savings in manpower and "Shop Time" at the landfill.

I've attached the Purchase requisition form recommending the purchase to the Liebherr LR636 in the amount of \$353,700.00.

Please contact me if you have any additional questions or comments.

Logan County Landfill Supervisor, Matt Chrisp

02/26/2019





## Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be Nonprofit** and One of the Following (See back for details.)

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

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

1. Name of Applicant Organization or Political Candidate <b>Northeastern Junior College Foundation</b>	State Sales Tax Number (Required)
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>100 College Avenue E.S French 215 Sterling CO 80751</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>Boeger County Fairgrounds Arena 1120 Pawnee Avenue Sterling CO 80751</b>
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Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <b>John Sonnenberg</b>		<b>2789 County Rd 63 Sterling</b>	<b>522-3180</b>
5. Event Manager <b>Kathy Reinhardt</b>	<b>5-30-70</b>	<b>710 McKinley St. Sterling</b>	<b>521-4603</b>
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? <b>2</b>		7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM?	

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---

List Below the Exact Date(s) for Which Application is Being Made for Permit				
Date <b>4-12-19</b>	Date	Date	Date	Date
Hours From <b>6 pm</b> .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To <b>11 pm</b> .m.	To .m.	To .m.	To .m.	To .m.

<b>Oath of Applicant</b>		
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 <b>Kathy Reinhardt</b>	Title <b>Foundation Ex Director</b>	Date

<b>Report and Approval of Local Licensing Authority (City or County)</b>	
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.	
<b>THEREFORE, THIS APPLICATION IS APPROVED.</b>	

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

<b>DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY</b>
--

<b>Liability Information</b>			
License Account Number	Liability Date	State	Total
		-750 (999)	\$



*LOGAN COUNTY TRAVEL AND EMPLOYEE REIMBURSEMENT POLICY*

BOARD OF LOGAN COUNTY COMMISSIONERS

LOGAN COUNTY, COLORADO

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Joseph McBride, Chairman

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Byron Pelton, Commissioner

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Jane Bauder, Commissioner

Adopted 09/04/2012, Amended 03/05/2013, Amended 7/17/18, Amended 9/4/18, Amended 3/5/19

Effective Period: Until Superseded

Review Schedule: Annual

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**FORWARD AND STATEMENT OF POLICY:** To establish uniform Policy and Procedures for reimbursement of travel, travel-related expenses and other employee reimbursements.

**SCOPE:** This Policy and Procedure applies to all offices, divisions and departments of the Logan County Government. Board of County Commissioners may approve exceptions on a case by case basis.

**RESPONSIBIITY:** All Elected Officials, County employees and those authorized to travel on behalf of the County are responsible for adhering to this policy. The Finance Office shall monitor compliance with the provisions presented below.

**KEY REQUIREMENTS:** The IRS requires adequate records for all employee reimbursement of travel expenses.

**DEFINITIONS:**

CONUS –The 48 continental United States.

Employee – defined as full-time, part-time, and temporary employees. Elected Officials for the purpose of this policy will also be defined as employees.

Expenses incurred for the benefit of Logan County - Expenses incurred that enable a County Employee or Elected Official to perform assigned duties or to carry out responsibilities required by law.

In-State Travel – Travel within the State of Colorado.

Incidental Expenses – Miscellaneous items to include but not limited to: vending machine snacks, coffee, pop, etc. Items \$5.00 or less, no receipts are required. **Incidental expenses apply to overnight travel only.**

Non-County Employees – May include County Appointees, Independent Contractors, or specific Volunteers.

Out-of-State Travel – Travel outside of Colorado.

Out-of-Town Trips – trips outside of Logan County for County business purposes.

Transportation – Travel by commercial airline, railroad, bus, taxicab, County owned, leased, or privately owned automobile or airplane or any other means of conveyance.

Travel and Miscellaneous Expense Record – A request for reimbursement of travel expenses submitted by an attendee.



## **TRAVEL AUTHORIZATION**

Travel authorization for out of town trips must be approved by the Elected Official or Department Head prior to the commencement of the trip.

### **MEETING AND CONFERENCE EXPENSES:**

1. Conference or seminar registration should be paid to the organization sponsoring the conference/seminar.
2. Early registration for conferences/seminars is encouraged when discounts are offered.
3. Payment of conference or seminar registration should be made using County Check whenever possible.
4. A copy of the seminar or conference agenda showing starting and ending dates must be attached when submitting for payment.

### **LODGING:**

1. The County will reimburse a reasonable rate per night for overnight travel.
2. Claims for necessary lodging expenses will be reimbursed only when documented by actual detailed itemized receipts. Elected Officials or Department Heads are responsible for ensuring that the claimed lodging is reasonable and if government rates are available. Payment for lodging should be made with a County Check to avoid paying sales tax but can be "reserved" with County Credit Card to hold the room. An employee's personal credit card may be required at time of check-in which covers incidentals typically not reimbursable by the County.
3. Only single room rates will be allowed unless the room is shared by multiple employees traveling on County business.

### **TRANSPORTATION:**

1. Employees shall be reimbursed only the most cost beneficial method of transportation available which will satisfactorily accomplish County business.
2. A County vehicle, when available, should be used for all travel when driving time and other relevant factors are appropriate. Fuel and other necessary expenses can be paid by using the County credit card or using personal funds. Reimbursement will be made according to actual detailed itemized receipts.
3. Only County employees or Elected Officials are allowed to operate County owned vehicles.
4. A privately owned vehicle may be used if no County vehicle is available. An employee using their privately owned vehicle will sign the "Agreement to use Motor Vehicles for County Business" form assuring the county they have coverage as required by state law. **Mileage will not be reimbursed if form is not signed.**
5. If an employee chooses to use a privately owned vehicle in lieu of airfare, a schedule showing vehicle mileage, lodging, and meal costs will be compared to airfare for the destination. Only the lesser of the constructed or actual cost can be claimed for reimbursement.
6. Other methods of ground transportation (taxi, shuttle, etc.) shall be authorized when it can be clearly demonstrated that it is the most economical and reasonable method to accomplish County business. Reimbursement will be made according to actual detailed itemized receipts.

7. Should circumstances necessitate a vehicle rental while on County Business, the following procedure shall be followed:
  - i. Type of vehicle should be economy or mid-size.
  - ii. Leasing agreements are legal contracts between the employee and the rental company. The rental company, and Logan County, will hold the employee personally liable if the agreement is not adhered to.
  - iii. Vehicle rental expenses will be allowed when actual detailed itemized receipts are presented but only for the business-use portion.

Contact the Finance Department for further information regarding the rental process.

8. If a Department has a specific internal policy for the use of rental cars and is a cost savings measure for the County, the Department policy will over rule said policy as approved by the Board of County Commissioners.

#### **MILEAGE REIMBURSEMENT RATE:**

Employees shall be allowed mileage reimbursement of 90% of the prevailing IRS rate per mile for each mile necessarily traveled while on official County business using their personal vehicle.

Rate will be updated once per year on the first of January.

In the event an individual Department has a lower mileage reimbursement rate, the Department's rate will apply if approved by the Board of County Commissioners.

#### **MEALS:**

Meal expense reimbursement for meals consumed by employees while conducting County business on out-of-town trips will be based on the General Services Administration (GSA) per diem rates for destinations within the lower 48 Continental United States (CONUS). Rates are set by fiscal year, effective October 1 each year. Web Site: GSA.gov then follow the link to the Per Diem Rates.

The reimbursement rate can vary depending on the location. When pulling up the rates you will need to look for the Meal and Incidental Expense (M&IE) amount. The example illustrated below includes rates for the time period occurring between October 2017 and September 2018 for travel to Brighton Colorado. In the example the Primary Destination rate and Standard Rate is listed. Employee's traveling on out-of-town trips should attach the per diem print out from the GSA.gov webpage and attach to their meal expense reimbursement request or credit card statement. **If it is not attached to the original reimbursement request, the employee's reimbursement will be based on the standard rate.**

The reimbursement rate is a flat amount allowed for each full day on **out-of-town travel**. A "full day on out-of-town travel" occurs when an employee is on an out-of-town trip for the duration of all hours occurring between two hours prior to regular shift hours and two hours after regular shift hours. If traveling a "full day on out-of-town travel" the employee may expend the entire daily reimbursable amount on one meal or split it out amount several meals. If traveling on day trips less than a "full day on out-of-town travel," the employee may only be reimbursed up to the maximum amount allowed for each indicated meal that is actually consumed while traveling on an out-of-town trip. Breakfast and dinner are not reimbursable unless the day trip begins prior to two hours before regular shift hours or ends later than two hours after regular shift hours.



October 2017 - September 2018 within Brighton, Colorado. Your search inquiry returned more than one possibility. Here are the possible rates.

Primary Destination (1)	County (2,3)	M&IE
Denver / Aurora	Denver / Adams / Arapahoe / Jefferson	\$69
Standard Rate	STANDARD RATE	\$51

1. Traveler reimbursement is based on the location of the work activities.
2. Unless otherwise specified, the reimbursement locality is defined as "all locations within or entirely surrounded by, the corporate limits of the key city.
3. Reimbursable localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties.

The breakdown for meals and incidental expenses (M&IE Expenses) in the above example is as follows:

M&IE Total (1)	Continental Breakfast/ Breakfast (2)	Lunch (2)	Dinner (2)	Incidental Expenses (3)
\$51	\$11	\$12	\$23	\$5
\$54	\$12	\$13	\$24	\$5
\$59	\$13	\$15	\$26	\$5
\$64	\$15	\$16	\$28	\$5
\$69	\$16	\$17	\$31	\$5
\$74	\$17	\$18	\$34	\$5

1. This column illustrates the full daily amount employees may be reimbursed for a "full day on out-of-town travel" when that day is neither the first nor the last day of travel.
2. The separate amounts for breakfast, lunch and dinner listed in the chart are provided for meals consumed while on less than a "full day on out-of-town travel." In addition, these amounts should be used if you need to deduct any of those meals from your trip voucher. For example, **if your trip includes meals that are already paid for (such as through a registration fee for a conference), you will need to deduct those meals from your M&IE total on your expense report.**
3. Incidental expenses are miscellaneous items to include but not limited to: vending machine snacks, coffee, pop, etc. They are included in the M&IE total. If an employee uses the \$5.00 for incidentals no receipt is necessary for reimbursement. **Incidental expenses apply to overnight travel only (Example, you leave 2 hours prior to your shift and have one overnight stay but back the next day by the end of your shift, you would be allowed 1 incidental expense for this trip).**
4. Actual detailed meal receipts indicating meal and/or beverage must be provided if purchased with a County Credit Card or when a request for reimbursement is made. Submission of a credit card invoice without the individual meal receipts is not acceptable. If a meal receipt is lost, a detailed explanation must be provided. Receipts need not be provided for incidentals

The tip is included in the listed meal allowance and is not reimbursable in addition to it. The employee should bear in mind that the normal tip is up to 20%. If no tip is given, tip allowance is not reimbursable. Any tip in excess of 20% (rounded to the nearest 50 cents) will not be reimbursed unless a larger amount is added by the establishment.

Exceptions for any overruns above the GSA amount approved by the Elected Official and/or Department Head will be absorbed in their budget.

**TRAVEL AUTHORIZATION AND EXPENSE REQUEST FORM:**

Employees will be reimbursed for travel expenses incurred while on County business. Request for travel must be approved by the appropriate Elected Office or Department Head otherwise no reimbursement will be allowed.

1. Proper receipts must accompany requests for reimbursement of expenses incurred during travel.
2. Credit card receipts only are not acceptable.
3. Incomplete documentation may result in a partial reimbursement, or may be denied in total.
4. Requests shall be submitted within thirty (30) days of the date of travel to be eligible for reimbursement. Requests submitted after that time will be denied.

**REIMBURSEMENTS NOT ALLOWED:**

Under no circumstances will reimbursement be allowed for the following expenses:

1. Mileage reimbursements between the employees' residence and the employee's principle place of business(s).
2. Liquor and/or liquor gift purchases.
3. Personal or family entertainment expenses (such as rental of movies at hotel or motels).
4. Travel Insurance.
5. Personal expenses such as personal hygiene items, magazines, etc.
6. Personal telephone calls.
7. Laundry expenses including dry cleaning.
8. Expenses for any parking tickets or traffic violation tickets.
9. Any fees and/or tips given to service personnel for baggage handling, hotel room service or room cleaning, concierge services, or other personal services.
10. Meal expenses over the allowed limits.
11. Meals for meetings that do not have a clear business purpose are non-reimbursable.
12. The County will not pay for travel, meals, or incidental expenses for the employee's spouse, family member, or traveling companion. In case of lodging, the attendee will be required to pay the difference in room rates over the single rate.
13. If an employee arrives more than one day prior to any meeting or conference, or extends an out-of-town stay for personal reasons, the expenses associated with such extra time are considered personal and not reimbursable by the County.
14. Use of County vehicle is not authorized for personal use due to an extended stay.

**OTHER CONSIDERATIONS:**

1. Grants and Contracts: Expenditures funded by grants and other contracts are to follow Logan County Travel and Reimbursement policy.
2. Receipts: Receipts which have been altered or appear incomplete will not be accepted. The Finance Office retains the right to refuse acceptance of any document or receipt which is incomplete or of questionable validity.
3. Non-County Employees: Non-County employees who have been authorized to incur travel expenses on behalf of the County will be reimbursed in accordance with this policy with prior approval of the Board of County Commissioners.

**CONDUCT**

All employees traveling on County business should be reminded that they are representing the citizens of Logan County, their Department, and the County as a whole. They should conduct themselves in an appropriate and professional manner at all times so as not to bring discredit upon themselves, their Department, or Logan County.







## ***LOGAN COUNTY PURCHASING POLICY AND PROCEDURES***

BOARD OF LOGAN COUNTY COMMISSIONERS

LOGAN COUNTY, COLORADO

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Joseph McBride, Chairman

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Byron Pelton, Commissioner

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Jane Bauder, Commissioner

Adopted July 3, 2012, Revised June 21, 2016, Amended September 4, 2018, Amended March 5, 2019

Effective Period: Until Superseded

Review Schedule: Annual

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## STATEMENT OF POLICY AND PURCHASING ETHICS

Logan County presents this Purchasing Policy to assist each County employee or officer who directly buys goods and services.

The County Finance Department will assist with procedural questions and processing of paperwork, but the individual department is responsible for following County policies in purchase decisions.

The purpose of the Logan County Purchasing Policies and Procedures is to provide a framework for efficient and cost effective purchasing for all county operations. The contents of these policies and procedures do not create any property or contractual rights between the county and any supplier of goods and services.

Except when specifically authorized by statute or regulation to act otherwise, this policy shall apply to all Elected Officials, Department Heads, employees, contractors, and agents for Logan County. The ultimate authority to purchase items or contract for services lies with the Board of County Commissioners and may only be delegated or authorized pursuant to the provisions of this policy.

The purchasing policy's primary purpose is to communicate policies and give guidance to personnel with delegated purchasing authority. This policy has been designed to:

- Comply with Colorado Revised Statutes, as amended
- Encourage maximum competition on a basis of fair and equal opportunity to qualified and interested bidders
- Provide a uniform procedure for the procurement of material, equipment, supplies and services
- Ensure that the county is getting the best overall value for tax dollars. Some of the factors considered when determining the "best overall value" are:
  - Price
  - Warranty
  - Service
  - Availability
  - Past Performance
  - References

Logan County's goal is to procure materials, supplies, equipment, and services at the lowest possible cost and consistent with quality required. All authorized employees purchasing on behalf of the County are expected to use public monies wisely; therefore, any employee making any purchases must buy in an honest and prudent manner that results in getting the best product or service for the fewest tax dollars.

It is also suggested to delay large purchases until February or later in the New Year to allow for receipt of property tax revenue.

The purchaser's timely completion of all the proper documents results in overall efficiency of county purchasing as a whole and ensures complete communication. It can also help the County take advantage of payment/price discounts.

Throughout this policy, responsibilities are defined. You can generally answer questions by referring to this policy. Requests for exceptions are to be reviewed by the Finance Department prior to final approval by the Board of County Commissioners.

## **RESPONSIBILITIES:**

- The initiating department has the responsibility for the procurement of goods and services or give functional directions to others delegated the authority to perform such services.
- The initiating department is responsible for initiating and maintaining effective and professional relationships with suppliers, actual and potential.
- The initiating department will conduct all correspondence with suppliers involving prices or quotations. In cases where technical details are necessary, the initiating department may correspond with suppliers regarding technical issues. In such cases, copies of all such correspondence should be attached to the purchase order requisition.
- ***Some items may require additional review and approval prior to purchase. Examples of these items, although not all inclusive, are:***
  - Computer Equipment and Software
  - Vehicle Purchases
  - Communication Equipment (pagers, cell phones, usage plans, etc).
  - Maintenance contracts
- Personnel involved in purchasing activities will recognize and practice good public relations by giving all callers and visitors courteous treatment, and will strive to maintain and enhance the County's image by their personal conduct and methods of doing business.
- Purchasing personnel are to obtain and purchase goods at the lowest possible total end-use cost, considering the guidelines of prices, service, quality, and delivery. The initiating department is to assume full authority to question the quality and kind of material sought in order that the best interests of the County may be served.
- Initiating departments shall work with the Finance Office to ensure budgetary compliance. A purchase may not be made without a prior appropriation.

A minimum of three (3) quotes is required with documentation attached to the voucher when submitting for payment. If three (3) quotes are not available, detailed justification is required. If any pertinent information is missing it will be returned to the department for completion.

***Any purchase or contract which does not follow the provisions of this policy may become the personal responsibility of the individual who authorized the purchase or signed the contract. Failure to follow the provisions of this policy may be grounds for disciplinary action or modification of budgets.***

## **EXCEPTIONS:**

The provisions of this policy are mandatory on all Logan County purchases and contracts unless Colorado Statutes or regulations, or this policy require a different procedure.

The provisions of this policy do not apply to purchases made possible by the use of donated funds gifted to the County for the purchase of items specified by the donor, or in instances where specific and unique items are purchased for awards or recognition of third persons during special events.



In addition, exceptions to this policy are allowed for purchases or services necessary due to **General Maintenance or Repairs of the following items -**

- **Buildings**
- **Equipment**
- **Vehicles**

## **DEFINITIONS:**

**Bid** – The response to an Invitation for Bids.

**Bidder** – Any person or vendor who submits a bid.

**Capital Assets** - Non consumable items, such as vehicles, operating equipment, furniture, copiers, computers, etc. valued \$5,000 or greater.

**Competitive Bid** – A procedure inviting available vendors to compete with each other to provide goods or services to the County.

**Declared Emergency** – A declaration made by the Board of County Commissioners or Colorado Department of Local Affairs in which some normal functions of the County are affected. Such declarations usually come during a time of natural or manmade disasters and emergency preparedness plans may need to be used and put into action.

**Department** – For purposes of these rules, department includes all Elected Officials and Department Heads.

**Durable Equipment** – goods that yield utility over time rather than being completely consumed in one use.

**Emergency Purchase** – Purchases made in the event of a Declared Emergency where the County's ability to serve the public would be impaired if purchases are not made immediately.

**General Maintenance or Repairs** – The care and servicing of equipment and facilities due to normal wear and tear.

**Invitation to Bid** – A means of notifying vendors that the County has specific requirements for materials and/or supplies and the County is offering vendors an opportunity to fulfill those requirements. This is a formal means of soliciting price quotes requiring formal advertising, and sealed bids.

**Local Business** – A business which maintains a physical place of business in Logan County.

**Price Quote** – A price for goods or services obtained by telephone, email, fax, or in writing.

**Purchase Order** – A legally binding document provided to a vendor requesting that the vendor supply the County with goods and services as specified.

**Purchasing Authority** – The authority approved by the Board of County Commissioners authorizing Department Heads, Finance Director, or other authorized designees the authority to purchase goods or services for the County within specified limits.

**Purchasing Ethics** – Rules defining ethical conduct of County employees and vendors participating in the purchasing process as stated in Article 18 of Title 24 of the Colorado Revised Statutes.

**Request for Proposals** – A means of notifying vendors that the County has specific requirements for goods or services and the County is offering vendors an opportunity to fulfill those requirements.

**Requisition** – A document requesting a purchase to be made on behalf of the County. This is the first step after the need for a good or service is recognized.

**Small Assets** – Durable items such as computers, monitors, calculators that are valued between \$100 and \$4,999.99.

**Small Inventory** – record keeping of durable items that are valued between \$100 and \$4,999.99.

**Specification** – A concise description of a good or service the County is seeking to buy and the requirements the vendor must meet in order to be considered for the award.

**Voucher** – A document authorizing a purchase and receipt of items signed by the Elected Official or Department Head.

## **QUOTATIONS AND BIDS**

### **REQUIREMENTS FOR INFORMAL BIDS**

#### ***Purchases of goods or services \$2,499.99 and under:***

- It is at the discretion of the Department Head, Elected Official, or designated person to determine what is in the best financial interest of the County for individual single item purchases under \$2,499.99 and such persons are authorized to make these budgeted expenditures without further authorization.
- ***Purchases in excess of \$2,499.99 shall not be purposely divided into smaller components so as to avoid the more formal requirements of requisitioning and formal bidding.***
- Purchases in amounts less than \$2,499.99 do not require a Purchase Requisition. However competitive price quotes from multiple sources is encouraged and should be noted on the voucher when submitting for payment.
- Durable equipment purchases between \$100 and \$2,499.99 will be tracked on a small inventory listing and reviewed annually.
- This policy applies to purchases made with grant funds, unless otherwise required by grant contract, and for repairs resulting from insurance claims.

#### ***Purchases of goods or services in the amount of \$2,500 but less than \$5,000:***

- A Purchase Requisition form is required and must be signed by the Department Head or Elected Official and submitted to the Finance Office with supporting bid or quote documentation attached.
- It is required that competitive bids are received from a minimum of three (3) sources for purchases of at least \$2,500 but less than \$5,000. List minimum of three suppliers contacted and their response. **If three suppliers are not available note this information in the remark section of the requisition.**

- Durable equipment purchases in this section are considered small inventory and tracked in the small inventory schedule.
- ***Purchases in excess of \$5000 shall not be purposely divided into smaller components so as to avoid more detailed purchasing requirements.*** The general practice is to accept the lowest bid; however in the case the low bid is not the preferred choice a detailed reason needs to be included in the remarks section.
- ***Two signatures from the Board of County Commissioners are required PRIOR to any purchase of 2,500 or greater.***
- Finance Department will issue a purchase order upon approval by the Board of County Commissioners.
- Once the initiating department receives the purchase order, the approved purchase may be made. Under no circumstance will exceptions be given to vary from this policy unless ***approved by the Board of County Commissioners***. Any exception requires the signature of two County Commissioners.
- This policy applies to purchases made with grant funds, unless otherwise required by grant contract, and for repairs resulting from insurance claims.

**\*EXCEPTION: A purchase requisition is not required on those items that have been approved at budget meetings and are placed under Capital Expenditures.**

## **REQUIREMENTS FOR FORMAL BIDS**

***Purchases of goods or services, Capital Assets, Remodeling or Construction of any County Property \$5,000 or greater:***

The term "formal bid" is used to identify solicitations which represent major purchases by Logan County. The difference between an informal and a formal bid is that a formal bid must be sealed and in writing.

1. The department desiring to purchase any goods or service, Capital Assets, or remodeling/construction of any County Property involving the expenditure of \$5,000 or more, shall prepare the specifications and submit the same to the Board of County Commissioners for review.
2. The initiating department shall solicit bids so as to obtain as many bids as possible in order to obtain the best price, with the additional objective that all contractors and/or retailers having a place of business in Logan County, Colorado, have an opportunity to submit bids. Invitation for bids shall be solicited directly or by publication in the county newspaper or both.
3. In cases when an item is "one of a kind" or there is little likelihood of competitive bidding, the Board of County Commissioners, unless prohibited by law, upon the affirmation vote of a majority of the Commissioners, may waive the requirement of soliciting bids in accordance with the provisions of this policy.
4. Bids shall be required on all motor vehicle purchases regardless of price. If a County-owned vehicle is available for trade-in on the purchase of a new motor vehicle, the Board of County Commissioners may consider the value of any trade-in allowance offers from prospective vendors in making its purchasing decision, but shall not be bound to accept any trade-in offers, regardless of amount.



5. All invitations for bids, whether by direct solicitation or advertisement, shall be mailed or delivered to the Office of County Commissioners in a sealed envelope and clearly labeled as a sealed bid. All bids, once submitted, shall not be amended or rejected except upon affirmative approval of a majority of the Board of County Commissioners and after discussion with the initiating department.
6. Each invitation for bid shall specify the date and time the bids will be opened, which shall not be less than ten (10) days after the invitation is solicited. Each invitation shall also further reserve the right to reject any and all bids, and unless prohibited by law, each invitation shall also reserve the right to accept a bid other than the lowest bid.
7. The Board of County Commissioners shall securely maintain each bid received, and no bid shall be opened by anyone at any time other than the time specified in the invitation. Each bid opening shall be public and the bidders shall have the opportunity to be present at such time, but no further bids or modification of bids shall be accepted at such time.
8. All bids for road construction in excess of \$5,000 shall be advertised in the County newspaper as required by **Section 43-2-209 C.R.S.** In the event of an emergency, when the majority of the Board of County Commissioners, in their judgment, determines that invitation for bids for road construction, or for any other purpose, would be detrimental to the immediate preservation of the public peace, health and safety, the requirement for sealed bids may be waived.
9. Any purchases(s) of goods, service, or proposed construction submitted by any Elected Official or Department Head not in accordance with the provisions of this Resolution shall be rejected and any voucher submitted for payment shall be disallowed.
10. The issuance and acceptance of a formal bid is best accomplished by a cooperative effort between County Departments and the Board of County Commissioners.

### **REQUEST FOR PROPOSAL**

At the discretion and authority of the Board of County Commissioners, an RFP (Request For Proposal) process may be used in lieu of the formal bid process.

1. Requests for this process may be prepared by the initiating department and reviewed by the Commissioner's Office with final approval to be made by the Board. Justification for such request may be required and be provided in written form.
2. The specifications are written using performance standards rather than the description of the good or services in a proposal. The specification also lists the factors by which the proposal will be judged, and the weight to be given to each factor.
3. Vendors submit proposals of their own design for a product to satisfy the requirements set forth in the proposal.
4. The County may consult with a prospective bidder in preparation of an RFP, however the RFP must be written in such a way that it does not prohibit other bidders from bidding and should in no way give preference to any prospective bidder's product.
5. After proposals are received, the County may enter into negotiations with as many vendors as have submitted feasible proposals to find the best possible proposal for each vendor.
6. Terms will not be disclosed until final negotiations are concluded.

### ***BID REVIEW AND ACTION:***

The Commissioner's Office will retain all original bids, bid summary sheet, and sign-in sheet, and will make them available for review to all interested parties upon request.

The initiating department evaluates the bids and recommends to the Board the award in the best interest of Logan County. The Board of County Commissioners makes the final award. It is possible that all bids may be rejected and the project abandoned, postponed, or the bid process reinitiated.

After final award, the office of the Board of County Commissioners shall then process and send to all bidders an announcement of award.

All original bid documents will be retained by the Commissioner's Office where they will be kept on file in accordance with applicable state archive rules.

### ***FINAL AWARD:***

The final award shall be made by the Board of County Commissioners in the best interest of Logan County. The Board of County Commissioners has the authority to accept or reject any or all bids and waive any required procedures except those required by law.

Board of County Commissioners may consider up to a 10% preference to local businesses. A local business shall be a business which maintains a physical place of business in Logan County.

### ***REJECTION OF ALL BIDS:***

Should no award be made, letters of rejection will be mailed from the Board of County Commissioners or initiating department.

### ***CONTRACTS:***

The Board of County Commissioners has the authority to enter into and sign any contracts made on behalf of Logan County. An Elected Official may have specific statutory authority to enter into them independently. The Board of County Commissioner's authority may be delegated in writing or by formally adopted written policy.

If the vendor is doing business with the county for the first time, a completed IRS Form W-9 from the vendor must be submitted to the Finance Department prior to any payment.

### ***EMERGENCY PURCHASES:***

- (1) After declaration of an emergency by Board of County Commissioners or Colorado Department of Local Affairs, emergency procurements may be made without complying with the usual procurement requirements if there is an existing threat to public health, welfare or safety, or risk of a serious disruption of business operations, or risk of harm to county property. The Department Head or authorized Representative may consider this option in lieu of going through the Quotation and Bids process if that process would unduly disrupt department operations or endanger the public's health and safety.
- (2) Emergency procurements may NOT be used as a replacement for normal purchasing procedures except in an emergency which is a threat to public health, safety or welfare, the financial interests of Logan County, or the business operations of the county.

- (3) Emergency procurements shall be made with such competition as is practicable under the circumstances. In prolonged emergency situations, Department Heads or Elected Officials authorized to make emergency purchases shall request assistance of the Board of County Commissioners. The basis for the emergency and for the selection of the particular contractor shall be maintained as a public record with vendor payment records.
- (4) A written record of emergency purchases should be kept in order for the Finance Department to process payment.
- (5) The Department Head or Elected Official should attempt to secure by informal bid, if possible, the "best value" on any emergency materials, supplies, equipment, or services. Written documentation defining the emergency and the selection of the contractor or vendor shall accompany the voucher form signed by the Department Head, Elected Official, or Authorized Person.



CONTRACT BETWEEN OWNER AND CONTRACTOR FOR  
INTERIOR REMODELING AND CONSTRUCTION OF CO-WORKING SPACE IN THE  
LOGAN COUNTY COURTHOUSE ANNEX BUILDING

This Contract is entered into this \_\_\_\_ day of March, 2019, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner", and STERLING HANDYMAN, LLC, P.O. Box 1794, 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 of the materials and perform all of the work necessary for the remodel, construction and installation of interior walls, drop ceilings, flooring in the Co-Working Space in the existing Logan County Courthouse Annex Building at Logan County Courthouse, Courthouse Square, 315 Main Street, Sterling, CO, all as more fully described in the Proposal attached hereto as Exhibit A and fully incorporated herein, consisting of two (2) pages, and shall do everything required by, and exactly in accordance with the Drawings, Plans and Specifications provided by the Owner to the Contractor. All work shall be performed in a good and workmanlike manner. The Contractor will provide all materials, supplies, equipment, and services necessary for complete performance of this Contract. Unless otherwise agreed, all materials will be new and of good quality.

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 by June 1, 2019.

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, the sum of Twenty Eight Thousand One Hundred Ninety Seven Dollars and Fifty Cents (\$28,197.50).

4. **Progress Payments.** The Owner shall advance one-half of the Contract Sum upon execution of this Contract.

5. **Final 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, if any, 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 remaining 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 of any remaining balance due.

**6. 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.

**7. Failure to Pay Contractor.** The Contractor may stop work and terminate this Contract if the Owner fails to pay the Contractor any sum within three (3) days of the date fixed for payment. The Owner must then pay for all work which has been completed, together with Contractor's reasonable profits and damages.

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

**9. 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, providing coverage in at least the minimum amounts set forth above. 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 commencement of work under this Contract. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.



B. **Worker's Compensation Insurance** with the statutory limits of liability. Contractor 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.

**10. 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.

**11. Modification of Agreement.** This Contract can 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.

**12. 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 Drawings, Plans and Specifications, 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 15, 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 Plans, Drawings and Specifications, 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.

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

**14. 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.

15. **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 Plans, Drawings and Specifications, 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 Plans, Drawings and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

16. **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.

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

OWNER:

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

STERLING HANDYMAN, LLC

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Scott Rubottom, Member/Manager

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Sterling Handyman, LLC  
PO Box 1794  
Sterling, CO 80751  
308-631-6877  
sterlinghandyman@yahoo.com

## ESTIMATE

### ADDRESS

Logan County Board of  
Commissioners Office  
315 Main Str  
Sterling, Co 80751

ESTIMATE # 1033

DATE 01/14/2019

### P.O. NUMBER

Logan County Annex CoWork Space

ACTIVITY	QTY	RATE	AMOUNT
<b>Labor</b> Labor to demo and remove any or all part of the project will be billed at a rate of \$75/hour. Manage demo crew.	3	75.00	225.00
<b>Labor</b> Build and install roughly 26LF of 2x4 wall for ADA Compliant Restrooms, frame in door and window opening per specs sheet, drywall,mud,tape,texture and prime new drywall two sides. Frame and drywall two walls with paneling in offices. Includes material and labor. Roughly 850 SF	850	5.00	4,250.00
<b>Labor</b> Repair hallway ceiling and paint using sprayer.	325	1.50	487.50
<b>Labor</b> Install carpet squares using pressure sensitive glue(meaning replaceable when damaged or stained) Includes material and labor. Does not include east and west offices. Roughly 2076 plus 5% waste=2200 SF. Does NOT include the staircase.	2,200	4.50	9,900.00
<b>Labor</b> Optional: Install Luxury Vinyl Plank flooring in hallways 430SF @ \$700 = \$3010.00 - \$1935 for carpet squares. Add \$1075. Linoleum was not an option.	0	0.00	0.00
<b>Labor</b> Install drop ceiling in all rooms with exception of hallway and offices that have it. Includes material and labor. Roughly 1750 SF	1,750	4.50	7,875.00
<b>Labor</b> Optional: Install 1/4" Hardie Backer and floor tile in ADA restrooms. Labor only. Add \$1040	0	0.00	0.00
<b>Labor</b> Optional: Hardie Backer 1/4" \$1.25/ sq ft., \$3.50/ sq ft. allowance for tile. \$1.25 for thinset and grout. Add \$780	0	0.00	0.00
<b>Labor</b> Install Luxury Vinyl Plank flooring. Waterproof and less maintenance than tile and grout.	130	7.00	910.00

Scott Rubottom, Owner  
General Contractor  
Licensed and Insured

EXHIBIT

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ACTIVITY	QTY	RATE	AMOUNT
<b>Labor</b>	2	900.00	1,800.00
Remove ADA bathroom door, install existing ADA bathroom door in one bathroom, Order one new ADA Timely door to match for the other ADA bathroom			
<b>Labor</b>	550	5.00	2,750.00
Install new 6" cove base through-out renovated area. Includes material and labor. Roughly 550 LF			
			Subtotal: 28,197.50
<b>Services</b>	1	600.00	600.00
City Building permit and taxes on Material only: Roughly 600			
<b>Sub-Contractor</b>	1	9,095.00	9,095.00
Estimate from Lock & Son's Plumbing: As an Attachment			
We need to verify with HVAC Tradesman if the baseboard heat is required in the Large Office space. Plumber has accounted for baseboard heat from one end to the other and might only need half of that if needed at all.			
It is company policy to require 50% deposit on all work over \$5000 to purchase materials for the project. Remainder due upon completion.			
Thank you for the opportunity to estimate your project!			
<b>TOTAL</b>			<b>\$37,892.50</b>

Accepted By

Accepted Date

Scott Rubottom, Owner  
General Contractor  
Licensed and Insured

CONTRACT BETWEEN OWNER AND CONTRACTOR FOR  
INTERIOR LAVATORY REMODELING AND UPGRADES FOR CO-WORKING SPACE IN  
THE LOGAN COUNTY COURTHOUSE ANNEX BUILDING

This Contract is entered into this \_\_\_\_ day of March, 2019, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner", and LOCK & SONS PLUMBING AND HEATING, LLC, 926 Phelps Street, 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 of the materials and perform all of the work necessary for the remodel and upgrade of baseboard heating and interior lavatories in the Co-Working Space in the existing Logan County Courthouse Annex Building at Logan County Courthouse, Courthouse Square, 315 Main Street, Sterling, CO, all as more fully described in the Proposal attached hereto as Exhibit A and fully incorporated herein (excluding line item for installation of drain, water and sink for Conference Room - \$575.00), consisting of one (1) page, and shall do everything required by, and exactly in accordance with the Drawings, Plans and Specifications provided by the Owner to the Contractor. All work shall be performed in a good and workmanlike manner. The Contractor will provide all materials, supplies, equipment, and services necessary for complete performance of this Contract. Unless otherwise agreed, all materials will be new and of good quality.

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 by June 1, 2019.

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, the sum of Sixteen Thousand Two Hundred Ninety Five Dollars (\$16,295.00).

4. **Progress Payments.** The Owner shall advance one-half of the Contract Sum upon execution of this Contract.

5. **Final 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, if any, 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 in full for the entire 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 of any remaining balance due.

**6. 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.

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

**8. 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, providing coverage in at least the minimum amounts set forth above. 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 commencement of work under this Contract. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.

B. Worker's Compensation Insurance with the statutory limits of liability. Contractor 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.

**9. 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.

**10. Modification of Agreement.** This Contract can 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.

**11. 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 Drawings, Plans and Specifications, 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 14, 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 Plans, Drawings and Specifications, 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.

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

**13. 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.

**14. 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 Plans, Drawings and Specifications, 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 Plans, Drawings and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

**15. 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.

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

OWNER:

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

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Chairman

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Commissioner

---

Commissioner

CONTRACTOR:

LOCK & SONS PLUMBING AND  
HEATING, LLC

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Daniel W. Lock, Member/Manager



926 Phelps Street

Estimate

Sterling, CO 80751

970-520-1156

Lic# PC2648

Estimate To: Sterling Handy Man  
Address:

For Work At: Logan County Anex Bldg

City/State/Zip:  
Phone:

Description of Work:

Remove existing toilets and lavatories (save new toilet and lav for reuse) and remove existing lav drains and water lines in new doorway areas.

Install new lav and sink drain lines and water lines in chase between restrooms to new lav and sink locations. Rework North restroom toilet drain to meet ADA requirements.

Provide and reinstall existing toilet (w/new flush valve) and sink in South restroom.

Provide and install new toilet, flush valve, lav and faucet in North restroom. \$ 9,095.00

Remove existing cabinet heaters in Central Offices, provide and install copper finetube baseboard heater along East wall. ( If Required)

? \$ 7,200.00

Provide and install drain, water and sink for Conference Room \$ 575.00

Lock & Sons is willing to donate the cost of the Conference Room Sink

\$ 16,870.00

This estimate is valid for 30 Days from the date of my signature.

Daniel W. Lock  
Lock & Sons Plumbing and Heating LLC

Date 1/31/19

Authorized Signature:

Date \_\_\_\_\_

Printed Signature:

EXHIBIT

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CONTRACT BETWEEN OWNER AND CONTRACTOR FOR INSTALLATION OF  
HEATING, VENTILATION AND AIR CONDITIONING UPGRADES FOR CO-WORKING  
SPACE IN THE LOGAN COUNTY COURTHOUSE ANNEX BUILDING

This Contract is entered into this \_\_\_\_ day of March, 2019, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner", and CURLEE HEATING & AIR CONDITIONING, 114 Main Street, P.O. Box 1905, 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 of the materials and perform all of the work necessary for interior heating, ventilation and air conditioning upgrades for the Co-Working Space in the existing Logan County Courthouse Annex Building at Logan County Courthouse, Courthouse Square, 315 Main Street, Sterling, CO, all as more fully described in the Proposal attached hereto as Exhibit A and fully incorporated herein, consisting of one (1) page, and shall do everything required by, and exactly in accordance with the Drawings, Plans and Specifications provided by the Owner to the Contractor. All work shall be performed in a good and workmanlike manner. The Contractor will provide all materials, supplies, equipment, and services necessary for complete performance of this Contract. Unless otherwise agreed, all materials will be new and of good quality.

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 by June 1, 2019.

3. **Contract Sum.** The Owner shall pay the Contractor for the performance of the contract, subject to additions or deletions subsequently approved in writing, the sum of Twelve Thousand Seven Hundred Forty Dollars (\$12,740.00).

4. **Progress Payments.** Payment shall be made in one installment upon completion of the work.

5. **Final 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, if any, 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 in full for the entire 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 of any remaining balance due.

**6. 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.

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

**8. 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, providing coverage in at least the minimum amounts set forth above. 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 commencement of work under this Contract. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.

B. Worker's Compensation Insurance with the statutory limits of liability. Contractor 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.

**9. 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.

**10. Modification of Agreement.** This Contract can 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.

**11. 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 Drawings, Plans and Specifications, 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 14, 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 Plans, Drawings and Specifications, 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.

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

**13. 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.

**14. 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 Plans, Drawings and Specifications, 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 Plans, Drawings and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

15. **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.

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

OWNER:

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

CURLEE HEATING & AIR  
CONDITIONING

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Bruce Curlee, President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



114 Main Street / PO Box 1905  
Sterling, Colorado 80751  
Phone 970-522-9305 fax 522-8508

# PROPOSAL AND ACCEPTANCE

# 4674

PROPOSAL SUBMITTED TO Logan County Economic Development Corporation		PHONE 521-7196	DATE 1/11/2019
STREET Box 72		JOB NAME county annex remodel	
CITY, STATE AND ZIP CODE Sterling, Colorado 80751		JOB LOCATION 315 Main St,	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

material and labor to furnish and install the following;

option 1; conference room, 18,000 btu mini-split a/c 3735.00

accepted \_\_\_\_\_ date \_\_\_\_\_

option 2; central office; 24,000 btu mini-split a/c 3875.00

accepted \_\_\_\_\_ date \_\_\_\_\_

option 3; west office, 9000 btu a/c mini-split 2565.00

accepted \_\_\_\_\_ date \_\_\_\_\_

option 4; east office; 9000 btu mini-split a/c 2565.00

accepted \_\_\_\_\_ date \_\_\_\_\_

included electric; not included removal old a/c units;

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:  
above

Payment to be made as follows:

all due upon completion

dollars (\$ \_\_\_\_\_ ).

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature \_\_\_\_\_

Note: This proposal may be 30  
withdrawn by us if not accepted within \_\_\_\_\_ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

CONTRACT BETWEEN OWNER AND CONTRACTOR FOR  
INTERIOR ELECTRICAL AND LIGHTING UPGRADES FOR CO-WORKING SPACE IN  
THE LOGAN COUNTY COURTHOUSE ANNEX BUILDING

This Contract is entered into this \_\_\_\_ day of March, 2019, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner", and BETTER ELECTRIC, INC., P.O. Box 267, 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 of the materials and perform all of the work necessary for interior electrical and lighting upgrades for the Co-Working Space in the existing Logan County Courthouse Annex Building at Logan County Courthouse, Courthouse Square, 315 Main Street, Sterling, CO, all as more fully described in the Proposal attached hereto as Exhibit A and fully incorporated herein, consisting of one (1) page, and shall do everything required by, and exactly in accordance with the Drawings, Plans and Specifications provided by the Owner to the Contractor. All work shall be performed in a good and workmanlike manner. The Contractor will provide all materials, supplies, equipment, and services necessary for complete performance of this Contract. Unless otherwise agreed, all materials will be new and of good quality.

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 by June 1, 2019.

3. **Contract Sum.** The Owner shall pay the Contractor for the performance of the contract, subject to additions or deletions subsequently approved in writing, the sum of Six Thousand One Hundred Dollars (\$6,100.00).

4. **Progress Payments.** Payment shall be made in one installment upon completion of the work.

5. **Final 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, if any, 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 in full for the entire 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 of any remaining balance due.

**6. 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.

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

**8. 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, providing coverage in at least the minimum amounts set forth above. 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 commencement of work under this Contract. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.

B. Worker's Compensation Insurance with the statutory limits of liability. Contractor 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.

**9. 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.

**10. Modification of Agreement.** This Contract can 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.

**11. 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 Drawings, Plans and Specifications, 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 14, 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 Plans, Drawings and Specifications, 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.

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

**13. 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.

**14. 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 Plans, Drawings and Specifications, 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 Plans, Drawings and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

15. **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.

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

OWNER:

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

BETTER ELECTRIC, INC.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Tom Kiel, President

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner





**BETTER**  
**Electric, Inc.**

PO Box 267

Sterling CO 80751

## Estimate

Name / Address
Logan County Commissioners 300 Main Sterling, CO 80751

Date	Estimate #
12/20/2018	62290-T

Phone: (970) 521-1030
Fax # (970) 521-0176
E-mail: betterelectric@kci.net
Web Site: www.betterelectric.com

Description/Location
Estimate for lighting in co-working space

Item	Description	Qty	Cost	Total
Bid	<p>An estimate to supply labor, materials and equipment to renovate the upstairs co-working area at courthouse annex.</p> <p>Includes:</p> <ul style="list-style-type: none"><li>-38, 1' x 4' LED wrap-type fixtures</li><li>-Repairing and replacing any damaged equipment</li><li>-Exit/emergency lighting</li></ul> <p>Does not include:</p> <ul style="list-style-type: none"><li>-Service or panel retrofits</li></ul> <p>Bid</p>	1	6,100.00	6,100.00

This is an estimate only, not a contract for services. This is an estimate only and does not include material price increases or additional labor or materials which may be required during the scope of the job. This estimate is good for 20 days from the date hereof. Better Electric, Inc., its officers and employees are not responsible for repair or replacement of any underground or customer-owned utilities which are not clearly marked or identified, or for any work done by any employee that is not first authorized by an agent of the company. Customer agrees to pay all amounts due within 30 days. Any outstanding balance over 30 days will accrue interest at the rate of 18% per annum. Customer agrees to pay all collection costs, including reasonable attorneys' fees, court costs and other expenses.

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. Better Electric is authorized to do the work as specified.

<b>Subtotal</b>	\$6,100.00
<b>Sales Tax (0.0%)</b>	
<b>Total</b>	\$6,100.00

Signature \_\_\_\_\_

