

**Request for Proposal  
2020 Gravel Crushing Services**

Ouray County is accepting sealed bids for 2020 gravel crushing services at the County's Colona Pit, which is owned by Ouray County. Bid Packages can be downloaded from Ouray County's website at [www.ouraycountyco.gov](http://www.ouraycountyco.gov).

For further information, please contact Bill Frownfelter, Acting Ouray County Road and Bridge Superintendent (OR) at 970-708-1058 or [bfrownfelter@sehinc.com](mailto:bfrownfelter@sehinc.com) and/or Chad Rilling at 970-318-0160 or [crilling@ouraycountyco.gov](mailto:crilling@ouraycountyco.gov). All questions shall be in writing and emailed to Bill Frownfelter or Chad Rilling.

Submitted bids must be enclosed in a **sealed envelope** marked **"2020 Gravel Crushing Services"** with the name of the bidder and mailed to **Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 112 Village Square West, Suite 220, Ridgway, CO 81432 no later than Thursday, April 23, at 4:00 p.m.** Please return completed Attachment "A" (Company Information Sheet) and Attachment "B" (Gravel Pricing). Bids received after the time due will not be considered and will be returned to the bidder un-opened.

Published on: April 2, 2020

Posted on: March 31, 2020



Road & Bridge Department

# REQUEST FOR PROPOSALS

**Bid Package**  
**Ouray County**

**2020 Gravel Crushing Services**

**Bids Due**  
**Thursday, April 23, Time 4:00 p.m.**

**Location**  
**Ouray County Administration**  
**112 Village Square West, Suite 220**  
**Ridgway, CO 81432**

## **General Conditions**

Ouray County is accepting sealed bids for 2020 gravel crushing services at the County's Colona Pit, which is owned by Ouray County. Bid Packages can be downloaded from Ouray County's website at [www.ouraycountyco.gov](http://www.ouraycountyco.gov).

For further information, please contact Bill Frownfelter, Acting Ouray County Road and Bridge Superintendent (OR) at 970-708-1058 or [bfrownfelter@sehinc.com](mailto:bfrownfelter@sehinc.com) and/or Chad Rilling at 970-318-0160 or [crilling@ouraycountyco.gov](mailto:crilling@ouraycountyco.gov). All questions shall be in writing and emailed to Bill Frownfelter or Chad Rilling.

## **Bidder Instructions**

Submitted bids must be enclosed in a **sealed envelope** marked **"2020 Gravel Crushing Services Bid"** with the name of the bidder and mailed to **Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 112 Village Square West, Suite 220, Ridgway, CO 81432 no later than Thursday, April 23, at 4:00 p.m.** Please return completed Attachment "A" (Company Information Sheet), Attachment "B" (Sieve Specifications & Pricing), and documents a, b, and c as listed under paragraph 26. Bids received after the time due will not be considered and will be returned to the bidder un-opened.

A 5% bid security is required with the bid as outlined in C.R.S. 24-105-201. **The bid security shall be placed in a separate envelop marked "Bid Security"** that is either attached to the outside of the bid envelope or placed in a larger envelope that contains both the sealed bid envelope and the bid security envelope. Bids not including a bid security will not be considered and will be returned to the bidder un-opened.

Bids are to be submitted on the Bid Forms included within the bid package. Bidder must provide the Unit Bid Price, Extended Bid Price and Total Bid Price on the Bid Schedule Form. In case of discrepancy on the Bid Schedule Form, the Unit Bid Price governs.

Any bid questions must be received by 4 pm local time on April 16, 2020.

Any modifications to the Invitation to Bid package will be an Addendum and posted to the County website by 5 pm on April 17 and distributed to all known bidders. It is the responsibility of the bidder to verify if an addendum has been issued. Bidder shall acknowledge Addenda in the Bid and Addenda Acknowledgment section of the Bid Form.

## **General Conditions**

All bids shall be irrevocable for 45 days from the date of the bid opening.

The successful bidding Contractor will be required to enter into an agreement with Ouray County. A sample copy of the agreement is included in this bid package. The final contract negotiated with the successful bidder may be modified from this sample.

A payment and performance bond equal to 100% of the bid amount will be required as outlined in C.R.S. 38-26-106 and the contract agreement for the successful bidder.

Contractor shall carry insurance coverage as outlined in the contract agreement.

Payment to Contractor will be made upon submission and approval of invoice(s). Payment will follow normal County payment processing cycles for issuance of checks.

### **Awarding of Bid**

Ouray County reserves the right to reject, for any reason whatsoever, any and all bids, and to waive any informality or irregularity in a bid. Awarding of the proposal is not based solely upon low quotation price, but on overall service, quality, and “best value” to the County in accordance with the Ouray County Purchasing Policy. The action to award a contract is subject to approval by the Board of County Commissioners. The submission of a bid does not in any way commit the County to enter into an agreement or contract with that bidder.

### **Required of Successful Bidder**

1. A payment and performance bond equal to 100% of the bid amount will be required as outlined in C.R.S. 38-26-106 and the contract agreement
2. Contractor shall provide a copy of all necessary APEN Permit(s) issued by CDPH&E **(required with Bid)**
3. Contractor shall provide proof of currency and compliance with MSHA Training Part 46 and M.S.H.A. identification number. **(required with Bid)**
4. Furnish certificates of required insurance coverage.
5. Furnish a completed Form W-9 “Request for Taxpayer Identification Number and Certification”.
6. Enter into a contract agreement with the County, which includes Notification of Immigration Compliance Requirements and Certification by Contractor.
7. Furnish an Equal Employment Opportunity Certification letter.

### **Specifications**

1. The requested bids include all labor, materials, equipment and other items, except as specified herein, for the proper and timely execution of the Work, the terms and conditions of payment therefore, and all Work which may be reasonably inferable from the bid as being necessary to produce approximately 10,000 to 25,000 tons per year in crushed or re-screened gravel meeting the Sieve Specifications shown on Attachment “B”.
2. The successful bidder agrees to crush gravel in any of the County-owned or leased pits. Ouray County will haul and stockpile river gravel at the designated pit for contractor crushing. Gravel crushing in 2020 will occur at the County’s Colona Pit.
3. The gravel crushing contract shall be for an initial term commencing upon award of the bid and continuing through the 2022 calendar year, subject to annual renewal for two successive

years based upon the same terms and conditions with adjustment for cost based only upon the Denver-Boulder C.P.I.

4. The successful bidder shall be prepared to commence gravel crushing upon award of the bid for the initial term and shall continue until crushing is completed for the 2020 calendar year. The exact date for commencement of gravel crushing shall be determined by the Ouray County Road & Bridge Superintendent (“OR”) and the successful bidder shall be required to commence gravel crushing within fifteen days of such date. In any event a minimum of 10,000 tons must be crushed on or before July 15, 2020. Gravel crushing for each successive year shall begin within fifteen days of the date selected by the OR and shall continue until crushing for the County is completed in terms of quality and quantity in the sole discretion of the OR; provided, however, that a minimum of 10,000 tons must be crushed on or before July 15th of each successive year, unless otherwise provided in writing by the County. Gravel crushing for each year shall be in accordance with the schedule set by the OR and must be completed by the successful bidder in a timely fashion in accordance with the schedule. The OR will provide general administration of the Contract awarded and will be the County’s representative in the performance of the Work.
5. The OR will provide general administration of the Contract awarded and will be the County’s representative in the performance of the Work.
6. Mobilization shall include gravel crushing operation set-up as well as dismantling and hauling off equipment when operations are deemed complete by the OR.
7. The gravel crushed shall meet the Gravel Crushing Sieve Specifications as shown on Attachment “A”. The County shall inspect periodically for compliance with sieve specifications. At any time it is determined that the gravel does not meet the specifications, the crushing operation may be ordered to cease until the stockpile can be tested for compliance with the sieve specifications.
8. The successful bidder will be required to run a sieve test immediately subsequent to the crushing of approximately 1,000 tons of gravel. The sieve test results shall be provided in writing to the OR within one (1) working day of the test. The OR may request additional sieve tests, in the sole discretion of the OR. The cost of two (2) sieve tests per 10,000 tons of each product crushed shall be the responsibility of the successful bidder. If the OR requests additional sieve tests above and beyond two (2) tests per 10,000 tons of product, the cost of any additional tests will be borne by the County, if the results meet the Sieve Specifications. If the sieve test fails to meet the Sieve Specifications, then the successful bidder will bear the cost.
9. Material Code 510 requires a Plasticity Index test per ASTM D4318 conducted in conjunction with each sieve test. Plasticity Index tests results shall be provided within three working days of the sample day. All required testing costs shall be the responsibility of the contractor. Ouray County may perform additional tests at its discretion and will bear the cost for such additional tests.

10. If a product is found to be out of specification on any test, and the contractor fails to meet specifications with any subsequent test, the County shall have the option to:
  - a. Stop all crushing operations until the Contractor makes necessary corrections and can prove that specifications are being met;
  - b. Negotiate a reduced compensation for the out of specification product. Compensation for the out-of-specification material shall be paid at a rate not to exceed 50% of bid price;
  - c. Have the out-of-specification material reprocessed into a usable product that meets a different specification. Contractor shall only be paid at the bid unit rate for the reprocessed specified material. No payment will be made for the initial “out-of” specification material;
  - d. Request that additional material be crushed at contractor’s expense to make up for the out-of-specification material;
  - e. Any combination of the above.
11. Consistent out-of-specification performance shall be sufficient grounds for termination of the contract and claim for damages including claims against contractor’s bond.
12. The OR shall inspect the gravel pits to verify compliance with the Sieve Specifications. Any time the OR determines that the gravel in a pit is substandard, the crushing operation may be ceased upon direction of the OR until the stockpile can be tested for compliance with the Sieve Specifications.
13. The OR shall determine the quantities and types of gravel to be crushed (order and priorities) for the gravel crushing operations, while minimizing the number of moves necessary for crushing equipment as much as possible while obtaining the amount and types of gravel as provided in the Sieve Specifications.
14. Ouray County Road & Bridge employees may haul gravel while crushing is in progress and the OR will coordinate with the successful bidder regarding operations during such hauling.
15. Contractor shall maintain, and leave a level pit floor after crushing is completed. Pit is to be left free of trash and debris. No onsite disposal of waste is permitted.
16. Contract is responsible for dust control during crushing operations and for obtaining water for dust control, as required.
17. Crushing times shall be from 7 a.m. to 6 p.m. Working weekends will be allowed on case by case basis, depending on the gravel pit.
18. All costs except the mobilization costs are to be included in the bid price per ton. The “Mobilization to a Pit” bid price will be charged once. If a move within a pit becomes

necessary and is approved by Ouray County, the “mobilization within a Pit” bid price will be used for payment.

19. If the deadline for crushing services is not met, the County may assess liquidated damages in the amount of \$300 per calendar day against the Contractor until the contract is finished.
20. Ouray County will pay all royalties for gravel pits leased by the County.
21. In order to minimize crushing costs, Ouray County will provide a dozer and a dozer operator, who is a County employee, while crushing in Ouray County pits and will also provide the fuel for the crushing operations.
22. The successful bidder agrees that the Work to be performed is that of an independent contractor and not as an employee of the County. As an independent contractor, the contractor is not entitled to workers’ compensation benefits, except as may be provided by the independent contractor nor to unemployment benefits. The contractor also will be obligated to pay all federal and state income tax on any moneys paid pursuant to any contract awarded the successful bidder.
23. The successful bidder agrees to supervise and direct the Work for which he/she is responsible, using his best skill and attention. If the successful bidder hires employees to perform the Work, the successful bidder shall, at all times, enforce strict discipline and good order among such employees and shall not employ on the Work site any unfit person or anyone not skilled in the task assigned to him. Furthermore, the successful bidder shall be responsible for the acts and omissions of all his employees and all other persons performing any of the Work as directed by the successful bidder. The successful bidder shall be required to comply with the terms of C.R.S. § 8-17.5-101, *et seq.*, “Illegal Aliens – Public contracts for Services”.
24. Insurance:
  - a. The successful bidder must procure and maintain comprehensive general liability insurance naming Ouray County as an “additional insured” with maximum limits no less than one hundred fifty thousand dollars (\$150,000) per occurrence and six hundred thousand dollars (\$600,000) aggregate. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less the one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the successful bidder’s owned, hired and non-owned vehicles assigned to or used in the performance of the Work pursuant to an awarded contract shall be procured and maintained by the successful bidder. This policy shall contain a severability of interest provision and shall name the County, its officers and employees as additional insureds. If the successful bidder has no owned automobiles, the requirement for comprehensive automobile liability insurance may be met by each employee of the successful bidder providing certificates to the County under the awarded contract. In addition, the successful bidder must procure and maintain Workers’ Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other

applicable laws for any employee engaged by the successful bidder in the performance of Work under a contract awarded to the successful bidder. Additional insurance shall be procured and maintained as required by law, ordinance or governmental regulations, as amended from time to time.

b. Insurance required shall be obtained from companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than "A" as set forth in the most current edition of "Best's Insurance Reports".

c. The successful bidder must provide evidence of such insurance coverages satisfactory to the County within seven (7) business days of receipt of the bid award. Certificates of insurance shall identify the awarded contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed without at least thirty (30) days prior written notice to the Ouray County Administrator, P. O. Box C, Ouray, Colorado 81427. All coverages shall be continuously maintained from the date of commencement of services. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every insurance policy required shall be primary insurance and any insurance carried by the County, its officers, or its employees, shall be excess and not contributory insurance to that provided by the successful bidder. The required policies of insurance may provide for deductible amounts as the successful bidder may deem to be reasonable, but in no event greater than \$10,000.00 and the successful bidder shall be responsible for any deductible losses under any insurance policy.

d. Failure on the part of the successful bidder to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate its contract with the successful bidder. The successful bidder understands and agrees that the County will be relying on, and would not waive or intend to waive by any provision of the awarded contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, (C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the County.

e. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

25. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: 1) all employees of the successful bidder on the Work and other persons who may be affected thereby; 2) all the Work and all materials and equipment to be incorporated therein; and 3) other property at the site or elsewhere. He shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. All damage or loss to any property caused in whole or in part by the



successful bidder performing the Work shall be the sole responsibility of the successful bidder.

26. To the fullest extent provided by law, the successful bidder agrees to indemnify and hold harmless the County, its officers, and its employees, from and against all liability, claims, and demands, on account of injury, loss or damage, which arise out of or are in any manner connected with the Work under the awarded contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the successful bidder or any subcontractor of the successful bidder. The obligation of this provision shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission or other fault of the County, its officers, or its employees.
27. Bidders shall submit with their bids all of the following:
  - a. a copy of current M.S.H.A. identification number;
  - b. proof satisfactory to the County that the contractor's employees have received proper training in accordance with M.S.H.A. regulations; and
  - c. a copy of the contractor's current APENS Permit issued by the Colorado State Department of Health.

Bids submitted without the documentation required by this paragraph 26 and any other terms herein will be rejected. Successful bidders shall ensure compliance with all applicable rules, regulations or other appropriate laws during the term of the awarded contract.

28. Payment for Services
  - a. Ouray County will make payment to the Contractor upon submission and approval of an invoice to the OR, which shall include a belt scale reading to document the amount of gravel crushed in a particular pit. Payment of invoices shall follow normal County payment processing cycles for the issuance of checks.
  - b. Payments may be withheld on account of any and all of the following: 1) defective Work not remedied; 2) claims asserted or evidence which indicates probable assertion of claims; 3) failure of the successful bidder to make payments properly and timely to subcontractors or for labor, materials, or equipment; 4) damage to another contractor or County; 5) unsatisfactory prosecution of the Work by the successful bidder, or the successful bidder's subcontractors or employees.
  - c. The making of payment shall not constitute a waiver by the County of claims arising from: 1) unsettled claims; 2) faulty or defective Work appearing after substantial completion; 3) failure of the Work to comply with the requirements of the contract awarded; 4) terms of any special guarantees required by the contract awarded. The acceptance of payment shall constitute a waiver of all claims by the successful bidder except those previously made in writing and still unsettled.

29. The successful bidder agrees that pursuant to an awarded contract for the Work herein, the County may terminate such contract at any time for the County's convenience. The successful bidder shall be paid for work properly completed to the date of termination.

30. Penalties for Delays

a. The County may assess a \$100/day penalty as liquidated damages against the successful bidder for failure to meet deadlines for Work pursuant to the awarded contract, subject to the provisions of paragraph 33 hereinbelow, unless a change in such deadlines is granted in writing by the OR prior to the deadline.

b. Any liquidated damages imposed pursuant to paragraph 32.a. hereinabove shall be in addition to any other rights and remedies to which the County is entitled.

c. Any contract awarded to the successful bidder shall be governed by the laws of the State of Colorado and venue shall be in Ouray County, Colorado District Court. The parties hereby submit to in personam jurisdiction of said court and agree any dispute shall be tried upon the merits in said court.

d. The successful bidder shall not assign any contract awarded.

e. No failure to enforce any provisions of the contract awarded on account of any breach thereof shall be considered as a waiver of any right to enforce provisions of the contract concerning any subsequent or continuing breach.

31. Time Limits and Delays

a. All time limits stated in the contract to be awarded are of the essence of the Contract.

b. If the successful bidder is delayed at any time in the progress of the Work by fire, unavoidable casualties, causes beyond the successful bidder's control, or by any cause which the OR may determine justifies the delay, then the times required by the awarded contract shall be extended in writing for such reasonable time as the OR may determine.

c. The successful bidder shall notify the OR in writing as soon as becoming aware of any anticipated delays in Work.

32. The successful bidder agrees to each and every term and condition as set forth in this Request for Quotation and each and every term and condition as set forth in the awarded contract. In the event of a conflict between the Request for Quotation and the awarded contract, the awarded contract shall control.

33. Ouray County reserves the right to accept or reject any or all bids as deemed in the best interests of the County. Awarding of the bid may not be based solely on low quotation prices, but on the overall service and past performance.

34. Any bid awarded and contract approved shall be subject to annual appropriations by the Board of County Commissioners of Ouray County, Colorado.
35. Contractor is responsible for operating in performance with all applicable regulations, including but not limited to Mine Safety & Health Administration (MSHA), Colorado Department of Public Health & Environment (CDPH&E), Division of Minerals & Geology (DMG), OSHA, Equal Employment Opportunity, Worker Compensation, Corps of Engineers, Environmental Protection Agency, O.S.H.A., M.S.H.A., and any other applicable regulation and all leasehold interest agreements at each pit site.

# Attachment "A"

## Company Information Sheet 2020 Gravel Crushing Bid

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Company Name

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Address

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Office Phone Number

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Cell Phone Number

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Email Address

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Company Job Contact

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Representative Signature

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Date



**Estimated availability date to commence crushing:** \_\_\_\_\_

# Attachment "B"

2020 Gravel Crushing Bid

## Sieve Specifications & Pricing

Mobilization to a Pit (including initial set-up in pit).....\$\_\_\_\_\_ / ea.

Mobilization within Pit .....\$\_\_\_\_\_ / ea.

Standard for Maximum 3/4" Crushed Gravel Surface Material.....\$\_\_\_\_\_ / ton

Passing	1"	Sieve:	100%
Passing	3/4"	Sieve:	
Passing	1/2"	Sieve:	
Passing	#4	Sieve	45-70%
Passing	#8	Sieve	27-55%
Passing	#40	Sieve	10 -28%
Passing	#200	Sieve	3-12

Liquid Limit Maximum	25%
Plasticity index	8-12%

\* Note - not standard CDOT Class 6

Note: Clay fines are available in a stockpile on site for mixing with crushed gravel to accomplish the proposed gravel material.

# GRAVEL CRUSHING AGREEMENT

THIS AGREEMENT, made this day of \_\_\_\_\_, 20\_\_ by and between the **Ouray County** with an address of **541 4<sup>th</sup> Street, P.O. Box C, Ouray, CO 81427** and Contractor Name with an address of \_\_\_\_\_ hereinafter called "Contractor".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete **Ouray County, 2020 Gravel Crushing Services** to include those items listed in the Contractor's Proposal Package dated \_\_\_\_\_, 2020. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Contract Documents within the required time period as provided in the Request for Proposal Information, and will complete the work within a time period as provided for on the Request for Proposal Form.
4. The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the sum of \_\_\_\_\_, as shown on the Proposal Form and within the Project Schedule. The parties understand that the sum set forth in the Proposal Form/Project Schedule is a maximum price, subject to change orders as set forth herein.
5. The term "Contract Documents" means and includes the following:
  - (A) Request for Proposal
  - (B) Request for Proposal Information
  - (C) Proposal Form
  - (D) Project Schedule
  - (E) Statement of Qualifications
  - (F) Schedule of Major Subcontractors
  - (G) Notice of Award
  - (F) Acceptance of Notice of Award
  - (G) Agreement
  - (H) Notice to Proceed
  - (I) Acceptance of Notice to Proceed
  - (J) Change Orders
  - (K) General Conditions and Supplementary Conditions

- (L) Special Provisions
- (M) Standard Specifications
- (N) Construction Drawings
- (O) Addenda

All of the referenced documents are included in this Agreement and are as fully a part of the Agreement as if repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

6. Ouray County certifies that funds have been appropriated and will pay to the Contractor in the manner and at such time as set forth in the General Conditions and Special Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. All notices, consents and communications required under the Contract Documents shall be in writing and shall be deemed effective when hand delivered or when sent by certified mail, return receipt requested and correctly addressed as follows:

**Ouray County**  
**P.O. Box C**  
**Ouray, Colorado 81427**

Contractor:

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9. The prevailing party in any action to interpret the terms of this Agreement or to enforce any of the rights, obligations or conditions of this Agreement shall collect all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney fees.

10. The parties agree that an Independent Contractor relationship is created by this Agreement. Ouray County is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Contractor. Contractor and its employees are not to be considered agents or employees of Ouray County for any purpose, and it is specifically understood and agreed that the Contractor and its employees are not entitled to

any of the benefits that the County provides for its employees. Therefore, it is agreed that none of the benefits provided by Ouray County to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker's compensation, or unemployment compensation, are available from Ouray County to the Contractor under the terms of this Agreement.

11. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Any legal action brought by either party relating to this Agreement shall be brought in Ouray County District Court.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, four (4) copies of this agreement, each of which shall be deemed an original on the date first above written.

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

\_\_\_\_\_  
**Don Batchelder, Chair**

ATTEST:

\_\_\_\_\_  
Michelle Nauer, Ouray County Clerk and Recorder  
By: Hannah Hollenbeck, Deputy Clerk of the Board

**Contractor :**

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Notary Public**

**Print Title:** \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Expiration: \_\_\_\_\_