AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Approval of Deputy County Manager Signature; Road Access Permit; County Road #12, Kebler Pass Road, Summer Season 2014; Montrose Forest Products; Timber Hauling

Action Requested: Other Approval of Deputy County Manager's signature

Parties to the Agreement: Gunnison County & Montrose Forest Products

Term Begins: June 20, 2014 **Term Ends:** 10/31/2014 **Grant Contract #:**

Summary:
This agreement is for the purpose of hauling timber from the harvest site to the mill via, in part, CR #12.

Fiscal Impact: None.

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/17/2014 Certificate of Insurance Required Yes ◉ No ○

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/23/2014

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 7/1/2014 Follow Up Agenda Date:

Revised April 2013

RECEIVED
MAY 2 3 2014
Per _____

ROAD ACCESS PERMIT
COUNTY ROAD #12 KEBLER PASS ROAD
SUMMER SEASON 2014

In order to facilitate the use of a road that would otherwise not be used by heavy truck traffic, the Gunnison County Public Works Department will permit Montrose Forest Products ("Permittee") to use CR #12, also known as the Kebler Pass Road, for the purpose of hauling timber from the harvest site to the mill, subject to the specific conditions recited herein.

Such hauling shall be done in a manner to preserve and protect roads during the term of the permit, to insure safe and efficient transportation, and to prevent excessive damage to roads or streams.

Timber hauling shall include use of the traveled way for the purpose of hauling 2.0 million board feet of timber from property owned by Floresta Partners in accordance with the terms listed in Montrose Forest Products letter to Marlene D. Crosby, Public Works Director, dated April 15, 2014, attached hereto as Exhibit "A" and incorporated by this reference. The haul route will be on that portion of the Kebler Pass Road from the intersection of Kebler Pass and the Ohio Creek Pass Road (which is a Forest Service Road) to the city limits of the Town of Crested Butte.

Conditions of the permit shall be as follows

1. No one shall remove snow from County roads for the purpose of facilitating the haul without first receiving written permission from the Gunnison County Public Works Director.

2. The Gunnison County Public Works Director, or her representative, and the Permittee shall meet on site to evaluate road conditions before hauling begins. At the discretion of the County, the Permittee may be required to make improvements and repairs to the road which are deemed necessary to protect and preserve the road from the anticipated use. The improvements shall be paid for by the Permittee and work shall be completed and inspected by the County prior to the approval of this Access Permit.

3. All drivers will be required to minimize the use of Engine/Jake Brakes while traveling the haul route.

4. Hauling will only be allowed during daylight hours Monday – Friday. Daylight hours shall be defined at 6:00 AM – 5:00 PM for the purpose of this permit.

5. Log trucks will be required to maintain a reasonable and prudent speed, and remain respectful of bicycle and other motor vehicle traffic on the road. Any drivers exceeding speed limits or being disrespectful of other users will be

removed from the haul.

6. Drivers will be made aware that County maintenance activities may impact their haul and they may be held up to 20 minutes at traffic stops during pavement repairs or during the application of magnesium chloride on the gravel portions of the roadway.

7. Several special events that will impact the haul have already been scheduled and those prior events will be honored. No hauling will be permitted on Friday, June 27, 2014 after 11:00 AM due to the Chainless Bike Race which has been part of the Fat Tire Bike Week Festivities for many years. No hauling will be allowed on Monday, August 18, 2014 as maintenance is being performed for the Pro Challenge Bike Race, and no hauling will be allowed on Tuesday, August 19, 2014 due to the race and the large number of spectators expected to attend the event. Additionally, Gunnison County Public Works reserves the right, upon its sole discretion, to suspend hauling to accommodate other special events. In such case, Gunnison County Public Works will provide no less than 48 hour advance notice of the suspension of hauling for a special event.

8. No hauling will be allowed on Memorial Day, Monday, May 26, 2014. No hauling will be allowed on Independence Day, Friday, July 4, 2014. No hauling will be allowed on Labor Day, Monday September 1, 2014.

9. Weather conditions which may cause unsafe haul conditions may occur. If such events occur the Gunnison County Public Works Department will notify Montrose Forest Products regarding the existing/forecast conditions and require either reduced hauling or cessation until conditions improve.

10. All vehicles involved in timber hauling will be licensed and insured pursuant to applicable Colorado and Federal law. Permittee will provide a tare weight slip for every load transported from Floresta Partners property to ensure load capacities are not being exceeded. Maximum load capacity is 85,000 pounds. Any tare weight slip that reveals an excess load will be charged an overweight penalty fee, in accordance with the penalty chart adopted by the Colorado State Patrol, and attached hereto as Exhibit "B".

11. Permittee shall maintain bonding of no less than $100,000 to cover the cost of any physical damage to the roadway(s) and to cover the cost of any overweight loads. .

12. Hauling will be permitted from June 20th – October 31st of each year that a permit is issued.

The term of this access permit for the timber haul shall be for 2014 and may, upon request, be renewed annually by the Gunnison County Board of County Commissioners.

The County may impose other requirements and restrictions as required in the sole discretion of the Gunnison County Director of Public Works.

An additional road inspection will be conducted at the conclusion of the hauling period. The Gunnison County Public Works Department shall notify the Permittee in writing if surfacing material has been impacted by the haul. The notice shall state the number of road miles (rounded up to the next 0.1 mile), and the cubic yard equivalent of surfacing required to restore the road surface. The calculations of the cubic yards will be available for review. In the event the Permittee is hauling on a road with an asphalt surface, any damage done to that surface will be evaluated and a clearly documented, and a bill will be sent to the Permittee for any damages. The Permittee will also be advised of damage to any culverts or other structures.

Upon such notice, at the sole cost of the Permittee, the Permittee shall replace the surfacing material in kind, or make the necessary repairs, within 30 days. Planned repairs should be approved by the Public Works Director or her representative. If additional time is needed the extension must be approved in writing by the Public Works Director.

PERMITTEE MUST NOTIFY THE PUBLIC WORKS DIRECTOR BEFORE HAULING COMMENCES:

Obligations Binding:

The undersigned permittee agrees:

> That the permittee has read and understands all of the foregoing requirements, restrictions and conditions;
>
> That, for valuable and sufficient consideration, the permittee is contractually obligated to the Board of County Commissioners of the County of Gunnison, Colorado to fully and faithfully abide by and perform all of the foregoing requirements, restrictions and conditions; and
>
> That the Board of County Commissioners of the County of Gunnison, Colorado may legally and specifically enforce each of the foregoing requirements, restrictions and conditions by informal action (e.g., suspending this permit) and by formal action (e.g., litigation).

Signed by the parties hereto on the day and year first set forth below.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY, COLORADO

CONTRACT PERMITTEE
MONTROSE FOREST PRODUCTS, LLC
NORMAND BIRTCHER

BY_____

TITLE_____

ADDRESS: 195 Basin Park Drive

Gunnison, CO 81230

Date_____

BY [signature]

TITLE Resource Forester

ADDRESS: P.O. Box 1149

Montrose, CO 81402

Date June 10, 2014

HARTFORD FIRE INSURANCE COMPANY
Hartford, Connecticut 06115

Road Use Permit Bond

Bond Number: 52BCSGQ3558

KNOW ALL MEN BY THESE PRESENTS:

That we, **Montrose Forest Products, LLC**

(hereinafter called Principal), as Principal, and Hartford Fire Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of **Colorado** (hereinafter called Surety) as Surety, are held and firmly bound unto

Gunnison County Public Works Department

(hereinafter called Obligee) in the just and full sum of

One Hundred Thousand Dollars and No/100 ($ **100,000.00**)

lawful money of the United States, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, WHEREAS, Principal is desirous of obtaining a license or permit from said Obligee for the use of Road or Roads designated as the

County Road #12 Kebler Pass Road and shall comply with the conditions of

License Agreement or Permit dated **April 15, 2014** as is more specifically set forth in said License or Permit; said License or Permit issued in conjunction with a certain timber sale described as

Floresta Partners, LLC

NOW, THEREFORE, if Principal shall well and truly fulfill each and every of convents, conditions and requirements of said License Agreement or Permit in accordance with the plans and specifications, then the above obligation to be void, otherwise to remain in full force and effect.

THIS BOND may be canceled and the Surety relieved of all further liability hereunder by the Surety's giving thirty (30) days written notice thereof to the Principal and Obligee.

IN WITNESS WHEREOF, said Principal and said Surety have caused these Presents to be duly signed and sealed this

23rd day of **May**, 20 **14**.

Montrose Forest Products, LLC
PRINCIPAL (SEAL)
By

Hartford Fire Insurance Company
SURETY (SEAL)
By
Mark S. Richardson, Attorney-in-Fact

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

Elizabeth L. McGreer, Mark S. Richardson
of
Lewiston, Idaho

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, ("the Company") as amended by the Board of Directors at a meeting duly called and held on May 13, 1999, as follows:

ARTICLE IV

SECTION 7. The President or any Vice President or Assistant Vice-President, acting with any Secretary or Assistant Secretary shall have power and authority to sign and execute and attach the seal of the Company to bonds and undertakings, recongnizances, contracts of indemnity and other writings obligatory in the nature thereof, and such instruments so signed and executed, with or without the common seal, shall be valid and binding upon the Company.

SECTION 8. The President or any Vice-President or any Assistant Vice President acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more resident Vice Presidents, resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such resident Vice-President, resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

Resolved, that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 14th day of May, 1999.

Attest:

HARTFORD FIRE INSURANCE COMPANY

Paul A. Bergenholtz, Assistant Secretary

Robert L. Post, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } SS. Hartford

On this 14th day of May, A.D. 1999, before me personally came Robert L. Post, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice-President of HARTFORD FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Jean H. Wozniak
Notary Public
My Commission Expires June 30, 2004

CERTIFICATE

I, the undersigned, Assistant Vice President of HARTFORD FIRE INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that Article IV, Sections 7 and 8 of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford. Dated the 23rd day of May 20 14 .

J. Dennis Lane, Assistant Vice President

NEIMENT OP ID: DF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2014

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

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

PRODUCER
Solutions Insurance Agencies
TJB Agencies, LLC Duluth
5629 Grand Avenue, Ste 1
Duluth, MN 55807
Tom J. Bergum

CONTACT NAME: Tom J. Bergum
PHONE (A/C, No, Ext): 218-628-1878 FAX (A/C, No): 218-628-3515
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Ins Co	16691
INSURER B : Houston Casualty Company	42374
INSURER C : Navigators Specialty Ins Co	36056
INSURER D : Ohio Casualty Insurance	24074
INSURER E :	
INSURER F :	

INSURED
Neiman Enterprises, Inc
Montrose Forest Products
Chad Voyles
P O Box 218
Hulett, WY 82720

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X blkt addl ins X blkt waiver GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			GLP339215402	05/15/2014	05/15/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1000/2000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CAP339215302	05/15/2014	05/15/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			H14XC5010402	05/15/2014	05/15/2015	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC339215502	05/15/2014	05/15/2015	X PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Umbrella			CH14EXC748755IC	05/15/2014	05/15/2015	Navigator	25,000,000
D	Umbrella			ECO1555580984	05/15/2014	05/15/2015	Ohio	15,000,000

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

CERTIFICATE HOLDER

Gunnison County Colorado
Attn: Public Works Dept
195 Basin Park Drive
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom Bergum

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