



Ames Construction

18450 E 28th Avenue
Aurora, CO 80011
T 303-363-1000 • F 303-363-4080

April 8, 2021

Attn: Patrick Lennberg

Re: **Adequacy Review No. 2; M-2021-019**

Dear Mr. Lennberg,

Please see Ames's responses to the Preliminary Adequacy Review letter dated April 8, 2021:

1. Exhibit D: please describe the how and to what depth ranges onsite topsoil will be spread
 - a. The thickness of the plant growth medium to be replaced will range from three to seven inches. The seedbed will be prepared by utilizing a D6 dozer with rippers to rip the soil prior to seeding. The application method for grass and for seeding will be seed drilling. Straw mulch will be used and shall be crimped in two directions. The straw mulch shall be applied at a rate of two tons of mulch per acre.
 - b. In addition to topsoil salvaged from the Burnham Property Borrow, excess rangeland topsoil from new Lemay Alignment in Fort Collins of up to 16,000 CY may be imported and placed over the final borrow. The imported topsoil will be spread throughout the borrow site as an addition. These costs will be charged to the new Lemay Alignment job.
2. Exhibit L: Structure Agreement between Ames and Weld County for CO Rd 110
 - a. Ames and Weld County are making progress on reaching a structure agreement. As of Thursday April 8, 2021, Ames has filed for an access permit and is awaiting a road maintenance agreement from Weld County. Ames has already signed Weld's structure agreement, and it is attached for your reference. As soon as Weld County signs the structure agreement, Ames will send a copy to Patrick Lennberg with DRMS.
 - i. Ames has also obtained an provided an engineering evaluation in the original permit submittal stating that the mining operations shall have no adverse effects on County Road 110, and if a structure agreement cannot be met, they will provide an engineering demonstration that County Road 110 will not be damaged by mining activities.
3. Other: Place revisions with Weld County Clerk or Records Office
 - a. Ames placed the revisions due to this adequacy letter with the Weld County Clerk or Records office on Thursday, April 8th.

Kirk Bergstrom

Project Manager

An Equal Opportunity Employer
Burnsville MN • Scottsdale AZ • Corona CA • Aurora CO • West Valley City UT • Carlin NV



Applicant: Ames Construction, Inc.
Name of Site: Burnham Property Borrow
Date: April 8, 2021

EXHIBIT D – Reclamation Plan

At the conclusion of the excavation activities, the site will be reclaimed by grading the excavation slopes to a final gradient and the excavation bottom to a uniform level. The vegetative growth support material, temporarily stored in the southern valley, will be placed on the excavation slopes and bottom. The constructed entrance and exit will be removed and its' disturbed area included in the reclamation activities.

A detailed description of the Reclamation Plan is as follows:

(1)

(a) Overburden replacement

There is no overburden to salvage and/or replace at this operation.

(b) Reclaimed slope gradient

The reclaimed slopes will be constructed to a 4:1 gradient.

(c) Revegetation measures to reclaim the site.

Ames will be utilizing CDI to seed and we will have them follow the reclamation plans the will utilized on the Lemay Realignment.

Prior to the placement and incorporation of the soil amendments, topsoil will be spread over the borrow slopes, bottom and site roadway.

The thickness of the plant growth medium to be replaced will range from three to seven inches. The seedbed will be prepared by utilizing a D6 dozer with rippers to rip the soil prior to seeding. The application method for grass

and forb seeding will be seed drilling. Straw mulch will be used and shall be crimped in two directions. The straw mulch shall be applied at a rate of two tons of mulch per acre.

The revegetation measures would be performed in the fall of 2021.

(d) There will be no features such as ponds, streams, roads or buildings remaining on the borrow area after reclamation.

(e) All features have been previously addressed in the Reclamation Plan.

(2) Cost estimate to reclaim the site.

The point of maximum disturbance to site will be when the excavation activities are finished. Due to the configuration of the borrow, reclamation activities would not begin until that time.

Since the excavation slopes were left at a 4:1 gradient during the borrow removal process, the remaining reclamation work would consist of removing the perimeter berms and placing the topsoil materials over the disturbed areas followed by the application of the recommended soil amendments, seed and mulch.

In addition to topsoil salvaged from the Burnham Property Borrow, excess rangeland topsoil from new Lemay Alignment in Fort Collins of up to 16,000 CY may be imported and placed over the final borrow. The imported topsoil will be spread throughout the borrow site as an addition. These costs will be charged to the new Lemay Alignment job.

1. Placement of salvaged topsoil:

Quantity = 42,000 cubic yards

Equipment: Self-loading scraper (similar to CAT 623)
Dozer (similar to CAT D6)

Labor: 2 equipment operators and ½ time foreman

Production rate: 150 cubic yards per hour

Hours required to complete = $42,000/150 = 280$ hours

Equipment costs per hour = \$ 240.00

Labor costs per hour = \$ 150.00

Total per hour = \$ 390.00

Equipment and Labor Total = 280 hours x \$390 = \$109,200

Mobilization: 2 pieces in and out = \$ 1,200.00.

TOTAL for this item = \$ 110,400 or **\$ 2.63/cubic yard.**
(No markup)

2. Seedbed preparation, application of soil amendments, seed and mulch.

The cost of performing these items, based on a quote from CDI is:

Straw mulch	\$ 500/acre
Tackifier	\$ 1100/acre
Seed :	<u>\$ 375/acre</u>
Total =	\$ 1,975/acre

TOTAL for this item = 32.0 acres x \$1,975/acre = \$63,200

Total Cost to reclaim site = \$110,400 + \$63,200 = \$173,600.

Note: CDI will mobilize in a small tractor and a flatbed truck for this operation. The cost of mobilizing this equipment is factored into the cost of CDI's estimate. Also, the tackifier used will be Chemstar StarTak 100 and a material data sheet for this tackifier is attached.

STRUCTURE AGREEMENT

THIS AGREEMENT is made and entered into this day of April, 2021, by and between the County of Weld, a body corporate and politic of the State of Colorado, by and through its Board of County Commissioners, ("County") and Ames Construction, hereinafter referred to as "Operator".

WHEREAS, Operator is has received Permit # M-2021-019 from the Colorado Division of Reclamation and Mine Safety (DRMS) for a mining pit generally located on the following property:

Section 6 / Township 9N / Range 67W

Also known as: 6932 County Road 110, Carr, CO 80612
(the "Burnham Property Borrow")

WHEREAS, Operator's DRMS permit requires it to enter into a structure agreement with all owners of structures within 200 feet of the DRMS permit boundary, and

WHEREAS, County owns certain structure(s) within 200 feet of the permit boundary, as follows:

County Road 110

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Exhibits. The following exhibits are incorporated herein:

Exhibit A, General Vicinity Map
Exhibit B, Slope Study (Not Applicable)
Exhibit C, Access Permit
Exhibit D, ROW Permit (Not Applicable)
Exhibit E, Special Transport Permit (Not Applicable)
Exhibit F, Road Maintenance Agreement

2. No County Obligation. Operator agrees that County shall have no obligation to comply with the DRMS Permit or otherwise assist, contribute to, or perform any work required by said permit. Nothing herein shall have any bearing on Weld County's issuance or non-issuance of any permit, license, or other authorization.

3. Effective Date. This Agreement shall be effective upon mutual execution by all undersigned Parties, and shall be enforceable for as long as the DRMS Permit is active, including through any require period of remediation.

4. **Independent Contractor.** Operator agrees that it is an independent contractor and that its officers, agents or employees will not become employees of County, nor entitled to any employee benefits from County as a result of the execution of this Agreement. Operator shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement. Operator, its employees and agents are not entitled to unemployment insurance or workers' compensation benefits through County. Operator shall not have authorization, express or implied, to bind County to any agreement, liability or understanding, except as expressly set forth in this Agreement.

5. **Indemnification.** Operator shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of any work done in fulfillment of the terms of the DRMS Permit. This paragraph shall survive expiration or termination hereof. It is agreed that the Operator will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. Operator agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Operator under the DRMS Permit.

6. **Notices.** Any notice to be made under this Agreement shall be sent as follows:

- personal service by a reputable courier service requiring signature for receipt; or
- five (5) days following delivery to the United States Postal Service, postage prepaid addressed to a party at the address set forth in this contract; or
- electronic transmission via email at the address set forth below, where a receipt or acknowledgment is required by the sending party; or
- transmission via facsimile, at the number set forth below, where a receipt or acknowledgment is required by the sending party.

Either party may change its notice address(es) by written notice to the other.

Notification Information:

Operator:

Name: Trent Irick
Position: Regional Vice President
Address: 18450 E 28th Avenue
Address: Aurora, CO 80011
E-mail: TrentIrlick@amesco.com
Facsimile: NA

County:

Name: Clay Kimmi
Position: Senior Engineer
Address: 1111 H Street
Address: Greeley, CO 80631
E-mail: ckimmi@weldgov.com
Facsimile: (970) 304-6497

7. Compliance with Law and with this Agreement. Operator shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established and pertaining to the work to be performed under the DRMS Permit, and shall further comply with this Agreement and its exhibits, including but not limited to, the Slope Study.

8. Entire Agreement/Modifications. This Agreement including the Exhibits attached hereto and incorporated herein, contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiations, representations, and understandings or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.

9. Severability. If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

10. Governmental Immunity. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

11. No Third Party Beneficiary. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

12. Board of County Commissioners of Weld County Approval. This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

13. Choice of Law/Jurisdiction. Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, Operator agrees that the Weld County District Court shall have exclusive jurisdiction to resolve said dispute.

14. Attorneys Fees/Legal Costs. In the event of a dispute between County and Operator, concerning this Agreement, the parties agree that each party shall be responsible for the payment of attorney fees and/or legal costs incurred by or on its own behalf.

15. Binding Arbitration Prohibited: Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

Acknowledgment. County and Operator acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement with the attached Exhibits is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

OPERATOR:
Ames Construction

By: 
Name: Trent Irick
Title: Regional Vice President

WELD COUNTY:

ATTEST:
Weld County Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

BY: _____
Deputy Clerk to the Board

Steve Moreno, Chair

Damien Chavarria

From: Clayton Kimmi <ckimmi@weldgov.com>
Sent: Tuesday, March 30, 2021 3:13 PM
To: Damien Chavarria; Kirk Bergstrom
Cc: Bob Choate; Clayton Kimmi
Subject: RE: Burnham Property Borrow maps for structure agreement on County Road 110

I have taken a look at the drawings you sent over. I have also talked it over with Bob Choate. Based on the fact that the operation will be located over 200 feet from the road and there will be no pit with slopes that could fail back into our ROW, we have determined that a slope stability study is not required. Please attach a copy of this email to your structure agreement as the appropriate Exhibit.

Let me know if you have any questions.

Clay Kimmi, P.E.
Senior Engineer
Weld County Public Works
1111 H St
PO Box 758
Greeley, CO 80632-0758

O: 970-304-6496 x 3741
F: 970-304-6497



Confidentiality Notice: This electronic transmission and any attached documents or other writings are intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. If you have received this communication in error, please immediately notify sender by return e-mail and destroy the communication. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachments by anyone other than the named recipient is strictly prohibited.



Weld County Public Works Dept.
1111 H Street
P.O. Box 758
Greeley, CO 80632
Phone: (970)304-6496
Fax: (970)304-6497

ACCESS PERMIT APPLICATION FORM

Property Owner

Name Arlene Burnham
Company Self Employed
Address 6932 County Road 110
City Carr State CO Zip 80612
Phone 970-897-2654
E-mail kinner4860@gmail.com

Information

The access is on CR 110
Nearest intersection: CR 110 & CR 15
Distance from intersection: 1,485 ft.
Parcel number: 045306100016
Section/Township/Range: 6 / 9N / 67W
Total number of existing accesses to parcel: 1
Total number of proposed accesses: 3
Latitude 40.7832694 Longitude -104.9298055
Planning/building case number _____

Description of Work

Ames Construction, Inc. is planning to mine fill material for the N Lemay Avenue Realignment project for the city of Fort Collins.

Authorized Agent/Applicant (if different from Owner)

Name Kirk Bergstrom
Company Ames Construction, Inc.
Address 18450 E 28th Ave
City Aurora State CO Zip 80011
Phone 720-334-3680
E-mail KirkBergstrom@amesco.com

Proposed Access Information

Culvert size & type (15" CMP/RCP min.) 2 - 24" CMP
Materials used to construct access On-Sit Material
Access construction schedule 4/12/19 or earlier
Approx. width of access 30'

Proposed Access Count

Residential 1
Commercial 0
Oil and Gas 0
Agricultural 0
Temporary 2

Existing Access Count

Residential 1
Commercial 0
Oil and Gas 0
Agricultural 0

Required Attached Documents


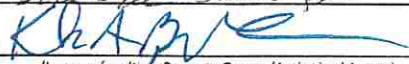
- Property map or sketch (template available on pg. 2) indicating all proposed and existing accesses
- Access Pictures (N, S, E, & W at the location where the access meets a county maintained road)
- Access Authorization Form (Not required if the application is signed by the property owner)
- Additional application materials may be required by the Public Works Department

Fee schedule

\$150 - Temporary, Small Commercial & Residential
\$300 - Industrial & Large Commercial

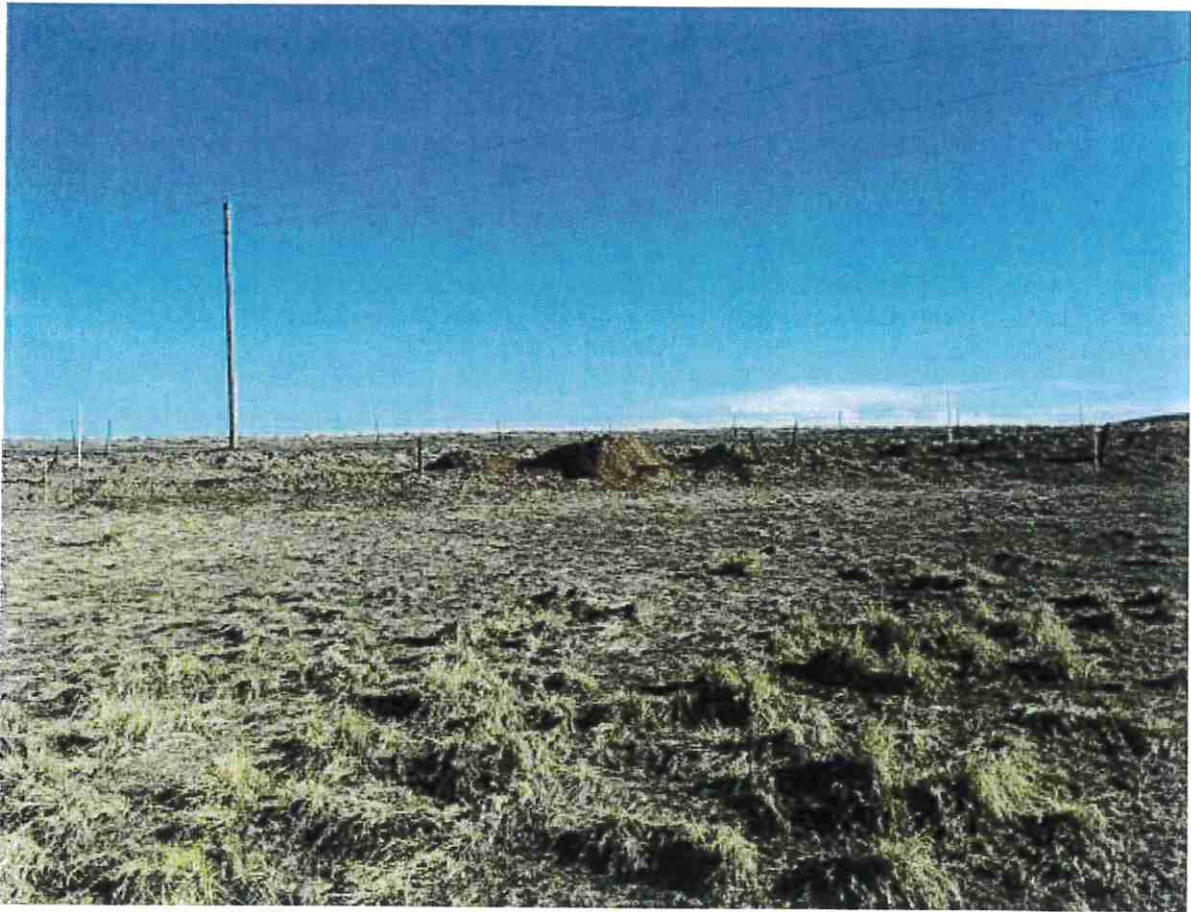
Submit application to accesspermits@weldgov.com

By accepting this permit, the undersigned Property Owner/Authorized Agent, under penalty of perjury, verifies they have received all pages of the permit application; they have read and understand all the permit requirements and provisions set forth on all pages. By virtue of their signature the Property Owner/Authorized Agent is bound by and agrees to comply with all said permit requirements and provisions, all Weld County ordinances, and state laws regarding access construction.

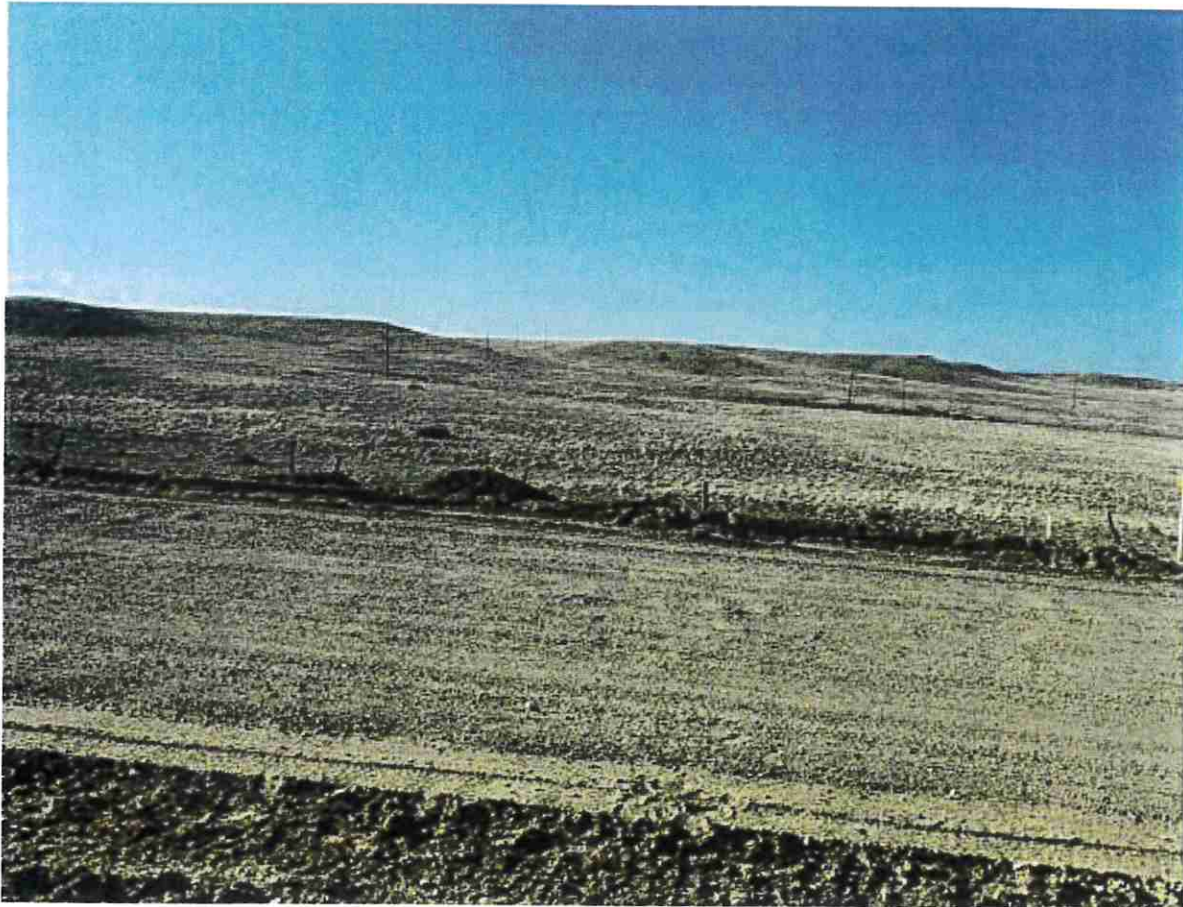
Signature  Printed Name Arlene Burnham Date 4/6/2021
Signature  Printed Name Kirk Bergstrom Date 4/5/2021
(In case of multiple Property Owners/Authorized Agents)

Accesses must be constructed within 1 year of issuance. An extension can be requested from the Weld County Public Works Department.
Accesses must be in accordance to Chapter 12, Article V and Appendix 12-A of County Code

Western Exit



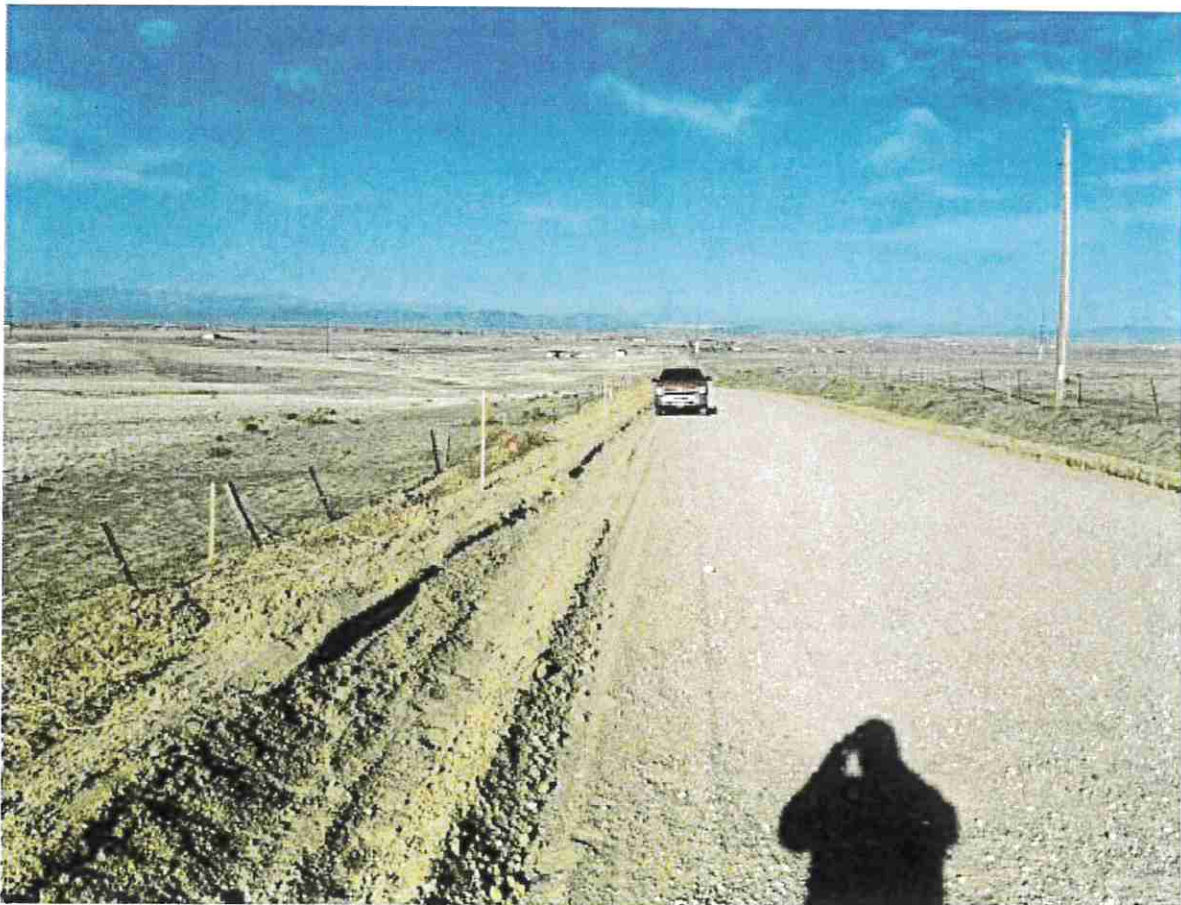
Looking North



Looking South

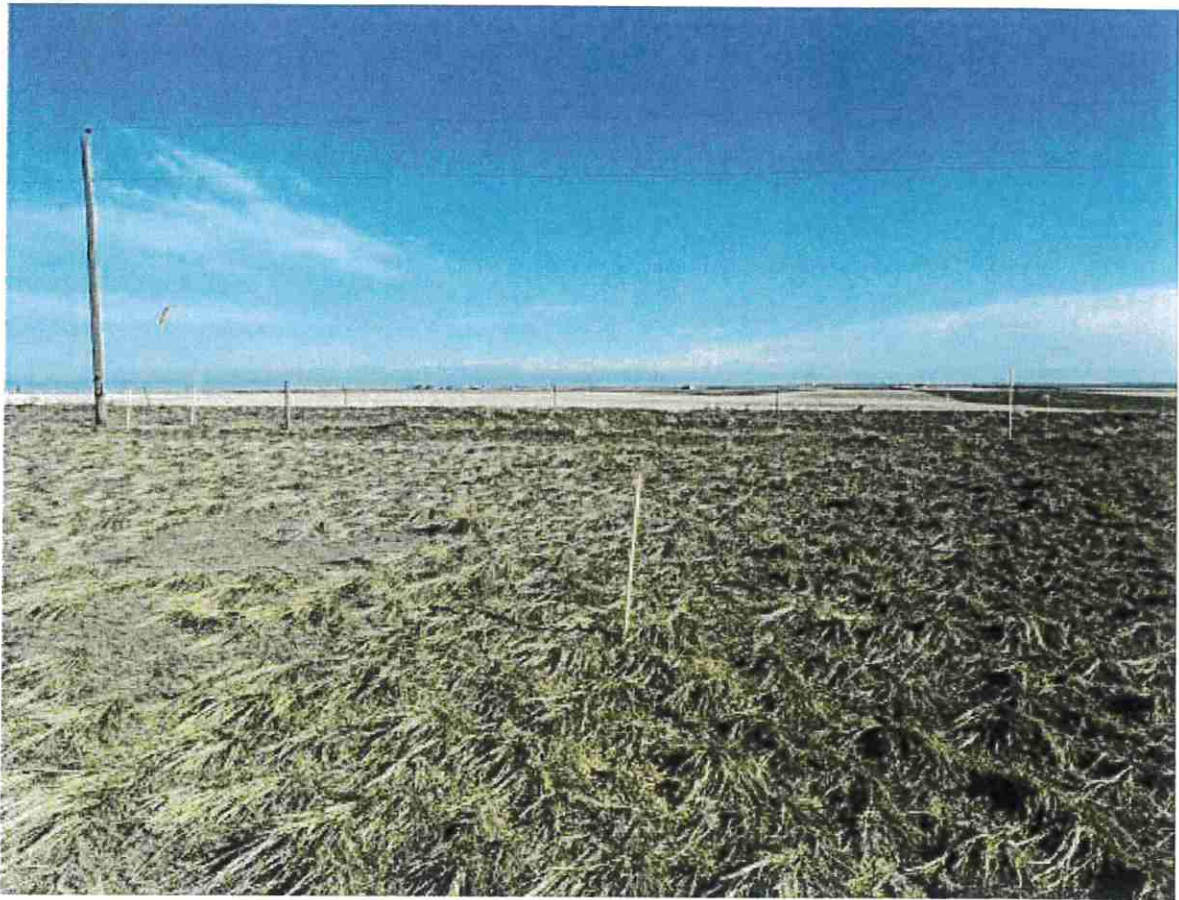


Looking East

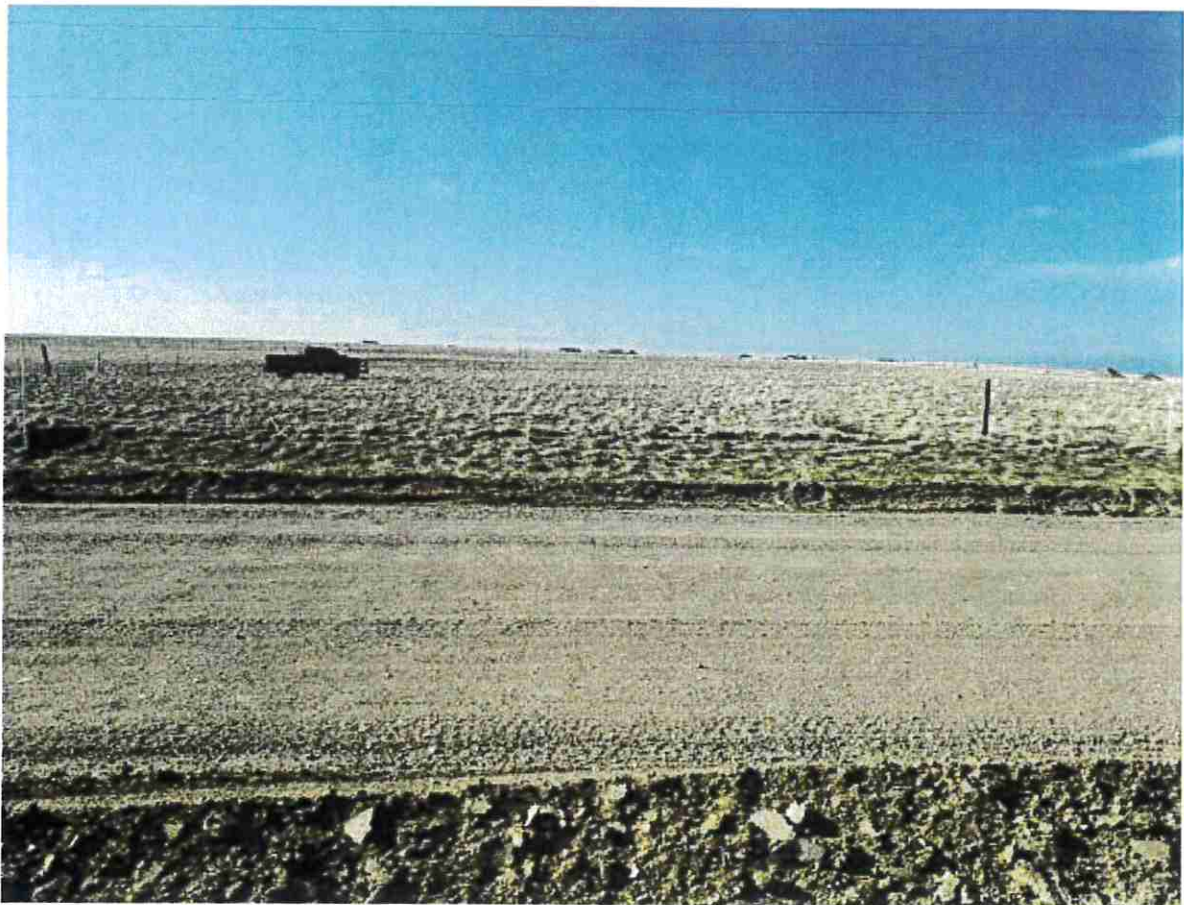


Looking West

Eastern Entrance



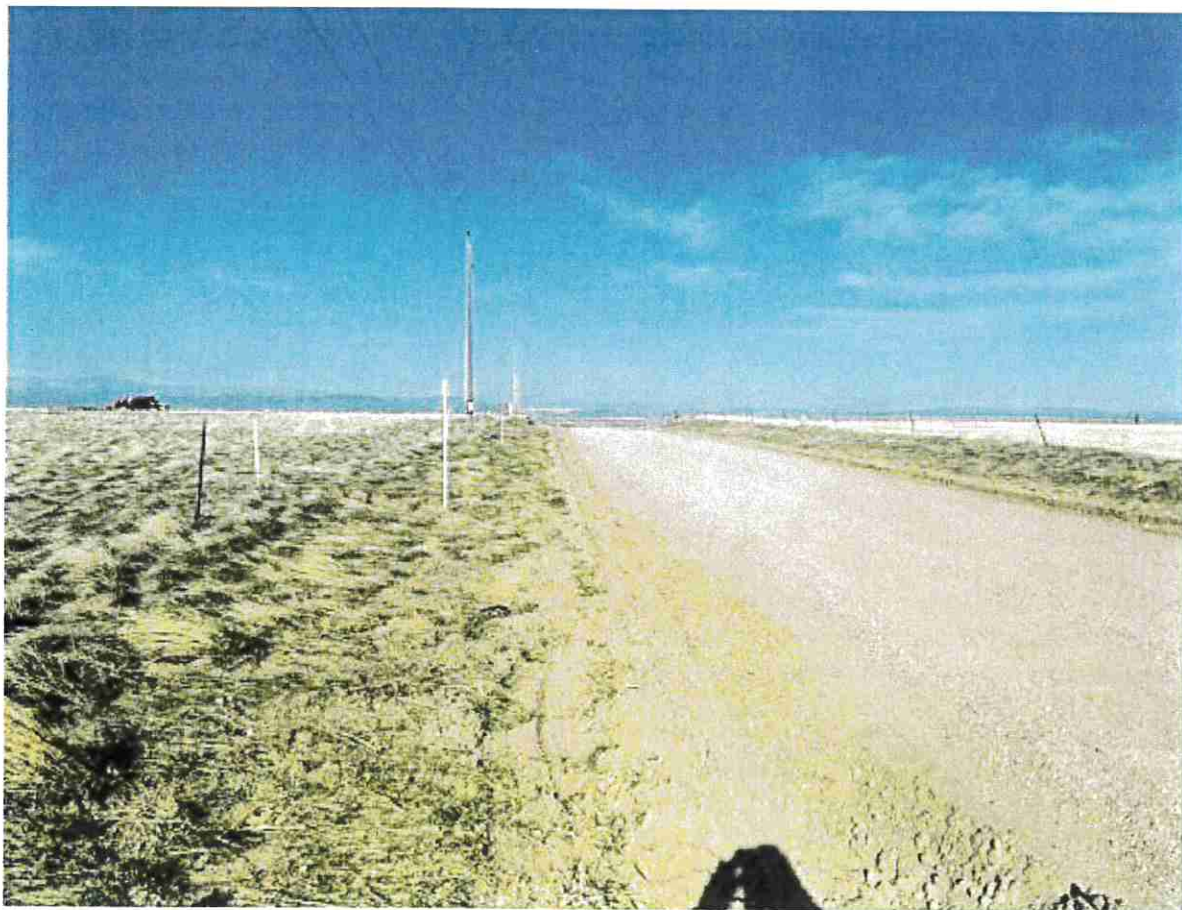
Looking North



Looking South



Looking East



Looking West

STATE OF COLORADO

DIVISION OF RECLAMATION, MINING AND SAFETY

Department of Natural Resources

1313 Sherman St., Room 215

Denver, Colorado 80203

Phone: (303) 866-3567

FAX: (303) 832-8106



CONSTRUCTION MATERIALS

SPECIAL (111) OPERATION

RECLAMATION PERMIT APPLICATION FORM

The application for a Construction Materials Special 111 Operation Reclamation Permit contains four major parts: (1) the application form; (2) Exhibits A-L, Addendum 1, and any sections of Exhibit 6.5 (Geotechnical Stability Exhibit), as required by the Office, and outlined in Rules 6.1, 6.2, 6.3, 6.5, and 1.6.2(1)(b); (3) the application fee; (4) the Performance Warranty and if required a Financial Warranty. When you submit your application, be sure to include one (1) **completed, signed and notarized ORIGINAL** and one (1) copy of the completed application form, two (2) copies of Exhibits A-L, Addendum 1, appropriate sections of Exhibit 6.5 (Geotechnical Stability Exhibit), as required, a check for the application fee described under (4) below, and the fully executed Performance Warranty and Financial Warranty, if required. Exhibits should **NOT** be bound or in 3-ring binders; maps should be folded to 8 2" X 11" or 8 2" X 14" size. To expedite processing, please provide the information in the format and order described in this form.

GENERAL OPERATION INFORMATION

Type or print clearly, in the space provided, all information described below

1. **Applicant/operator or company name (name to be used on the permit):**
Ames Construction, Inc.
- 1.1 Type of organization (corporation, partnership, etc.): Corporation
2. **Operation name (pit, mine or site name):** Burnham Property Borrow
3. **Permitted acreage:** 15.5 Permitted Acres
4. **New Application:** \$898.00 Application Fee
5. **Primary commodity(ies) to be mined:** Fill Dirt
6. **Name of owner to the surface of affected land:** Arlene Burnham
7. **Name of owner to the subsurface rights of affected land:** Arlene Burnham
8. **Type of mining operation:** ☒ Surface ☐ Underground ☐ In-situ
9. **Location information:** The center of the area where the majority of mining will occur:
 COUNTY: Weld
 PRINCIPAL MERIDIAN (check one): ☒ 6th (Colorado) ☐ 10th (New Mexico) ☐ Ute
 SECTION (write number): S 6
 TOWNSHIP (write number and check direction): T 9 ☒ North ☐ South
 RANGE (write number and check direction): R 67 ☐ East ☒ West
 QUARTER SECTION (check one): ☒ NE ☐ NW ☐ SE ☐ SW
 QUARTER/QUARTER SECTION (check one): ☐ NE ☒ NW ☐ SE ☐ SW
 GENERAL DESCRIPTION: (the number of miles and direction from the nearest town and the approximate elevation): 6.5 miles NE of Wellington, CO Approx Elevation 5600

Carly Koppes *and by James*

4/8/2021