CITY COUNCIL
WORKSHOP AND REGULAR MEETING AGENDA

May 3, 2023
7:00 PM
202 Railroad Avenue, Rifle, CO

5:30 PM - Workshop Meeting

Discussion and Review

a. Receive Presentation on Rifle Police Department Drone Program

b. Discuss Street Improvement Fund

c. Discuss Submitting a Letter to the Colorado Department of Transportation (CDOT) Regarding Traffic Concerns

7:00 PM - Regular Meeting

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Public Comment *(maximum time permitted for Public Comment is 3 minutes per person)

5. Consent Agenda

5.a. Consider Approval of Backup Generator Radiator Replacement

6. Action, if any, on Workshop Items

7. Presentation

7.a. Presentation from the Office of the Inspector General to Officers Walker and McCain for the Capture of an Escapee from Rifle Correctional Facility

8. Regular Agenda

8.a. Consider Awarding Contract to Andale Construction for Construction Services on the 2023 High-Density Mineral Bond Coatings

8.b. Consider Leasing Property from Rifle Regional Economic Development Corporation (RREDC)

8.c. Consider Ordinance No. 11, Series of 2023 - Amending Code for Excavations within Right of Way and Providing Additional and Supplemental Information to the Public Works Manual - 1st Reading

9. Administrative Reports

9.a. Report to City Manager

10. Comments from Mayor and Council

11. Adjournment

Agenda Item #a.

Agenda Item Name:
Receive Presentation on Rifle Police Department Drone Program

Presenter:
Mike Kuper, Lieutenant

Item Description:
Presentation of the Rifle Police Department Drone Program by Lt. Mike Kuper and Chief Debra Funston

Recommended Action:
This presentation is for informational purposes only.

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
This Drone Program was previously approved in 2021. Budget restraints caused the program to be delayed. Lt. Kuper will be doing a presentation and demonstration (weather permitting) on the operation and benefits of a drone program.

Executive Summary:
This Drone Program was previously approved in 2021. Budget restraints caused the program to be delayed. Lt. Kuper will be doing a presentation and demonstration (weather permitting) on the operation and benefits of a drone program.

Notification Requirements:
None

Prepared By:
Debra Funston, Chief of Police

Attachments:
None

Agenda Item #b.

Agenda Item Name:
Discuss Street Improvement Fund

Presenter:
Tommy Klein, City Manager

Item Description:
Discussion Regarding Street Improvement Fund

Recommended Action:
None

Fiscal Impact:
None at this time.

Operational Impact:
None

Prior Board Motions:
N/A

Background Information:
The Street Improvement Fund will require additional revenue to maintain our streets. Staff have assessed the problem and will present findings.

Executive Summary:
The Street Improvement Fund is used to repair, maintain and construct City streets. The cost of construction and maintenance of streets has outpaced inflation.

Please refer to the PowerPoint presentation.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
1. Street Improvement Fund

Street Improvement Fund

Workshop Discussion

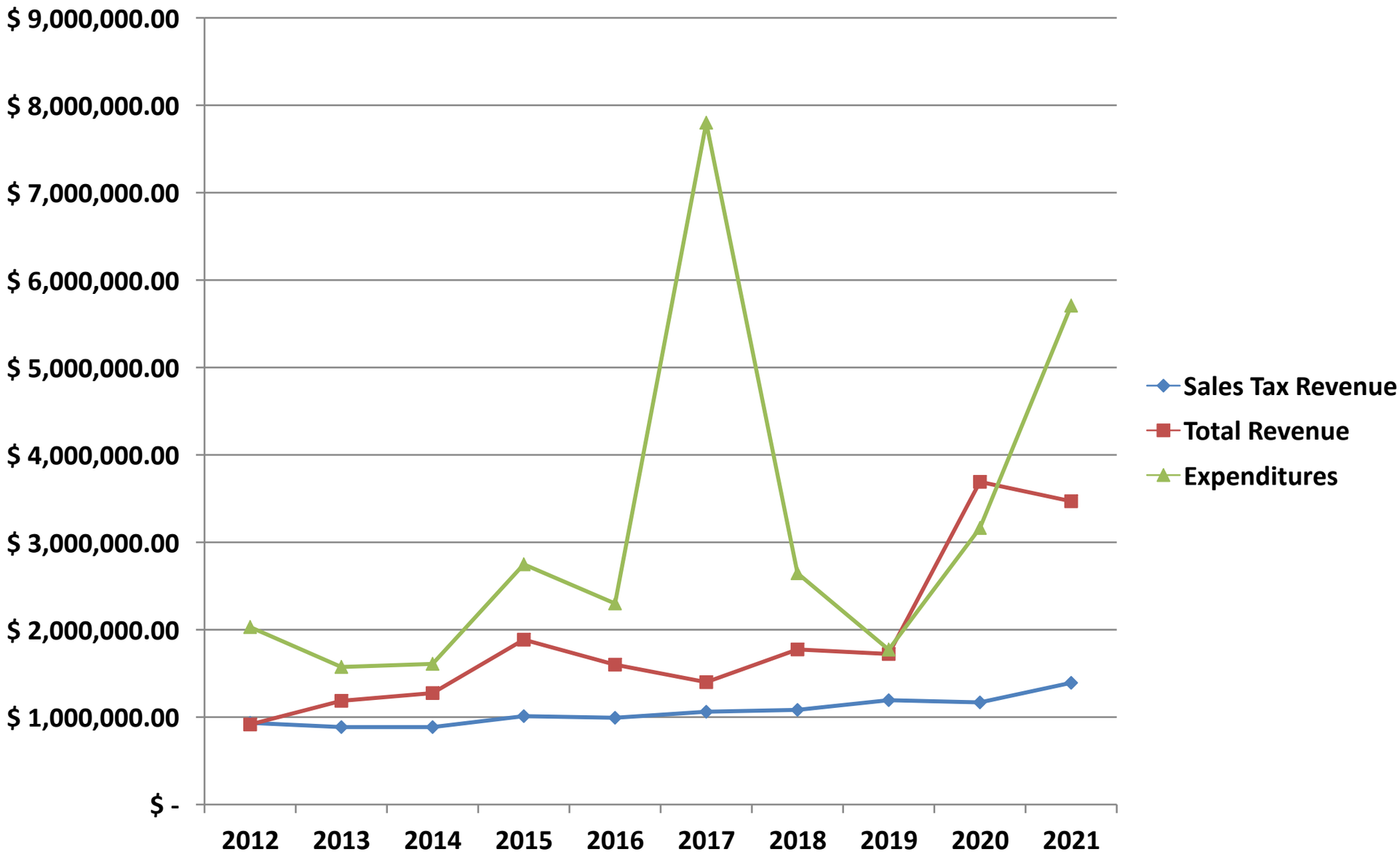
May 3, 2023

Street Improvement Fund

- Created in 2005 by Ordinance
- For repair, maintenance, and construction
- Current rate is .50%

SIF Issues

- Street Improvement Fund cannot keep pace with costs
- General Fund support of the SIF is not a sustainable solution
  - Likely transfer of $650,000 in 2023
  - Average spending deficit of $669,743.03/year since 2012 (2017 omitted from average)
- Overreliance on Grants - FMLD
- $5,000,000 in bonds approved – interest rates a factor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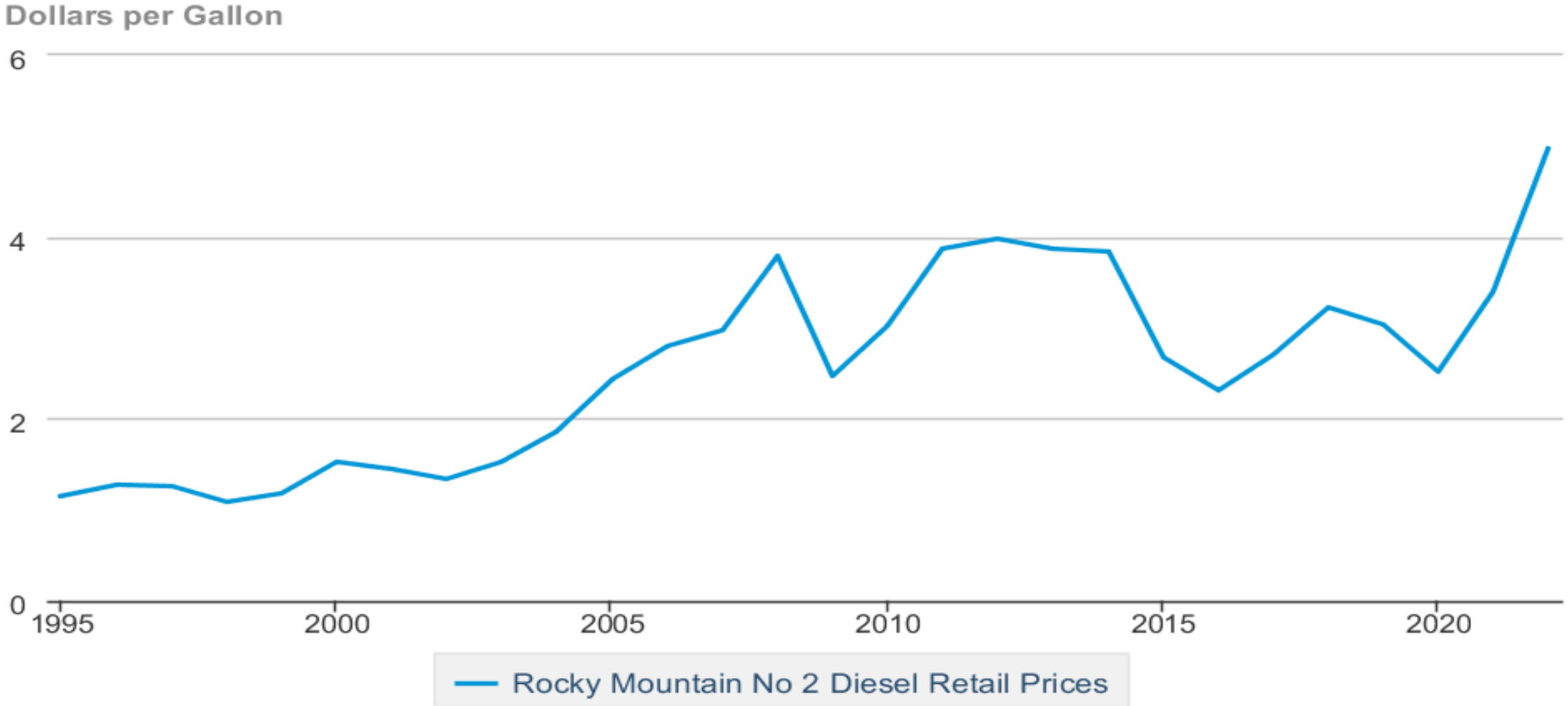
$ 2,000,000.00
$ 1,000,000.00
$ -
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
Sales Tax Revenue
Total Revenue
Expenditures

Other Factors Raising Construction Costs

- Labor market
- Hard costs for contractors
  - Fuel
  - Equipment
  - Wages
  - Asphalt

Rocky Mountain No 2 Diesel Retail Prices



eia Data source: U.S. Energy Information Administration

General Fund Accounts

- Court
- Administrative Functions
- Police
- Senior Center
- Building and Planning
- Public Works
- Non-Departmental (RCF, Wellness Grant, Animal Shelter, Insurance, and future Detox payments.)

General Fund Considerations

- Approximately $9,364,090 in reserves
- Approximately $4,358,129 required reserve
- Subtract $650,000 2023 transfer to SIF

- Approximately $4,355,961 in actual reserves, save emergencies
- Deferred maintenance at our facilities like the Senior Center and Ute (City Hall HVAC $1,000,000)

General Fund Considerations

- Unrestricted cash required for grant matches – millions secured for a year or more.
- 1-2 million is a reasonable estimate

Sales Tax State and County

Colorado 2.9%

Garfield County 1.0%

Total 3.9%

City of Rifle Sales Tax

General Fund 2.0%

.0667 to Tourism and Industry

Parks and Recreation 1.0% - Approved by Citizens

Utilities .75%

Street Improvement - .50%

Total 4.25%

Sales Tax	
1	Parks
0.5	Streets
0.75	Water Plant
2	General Fund
2.9	State
1	County
8.15	**Total Sales Tax**

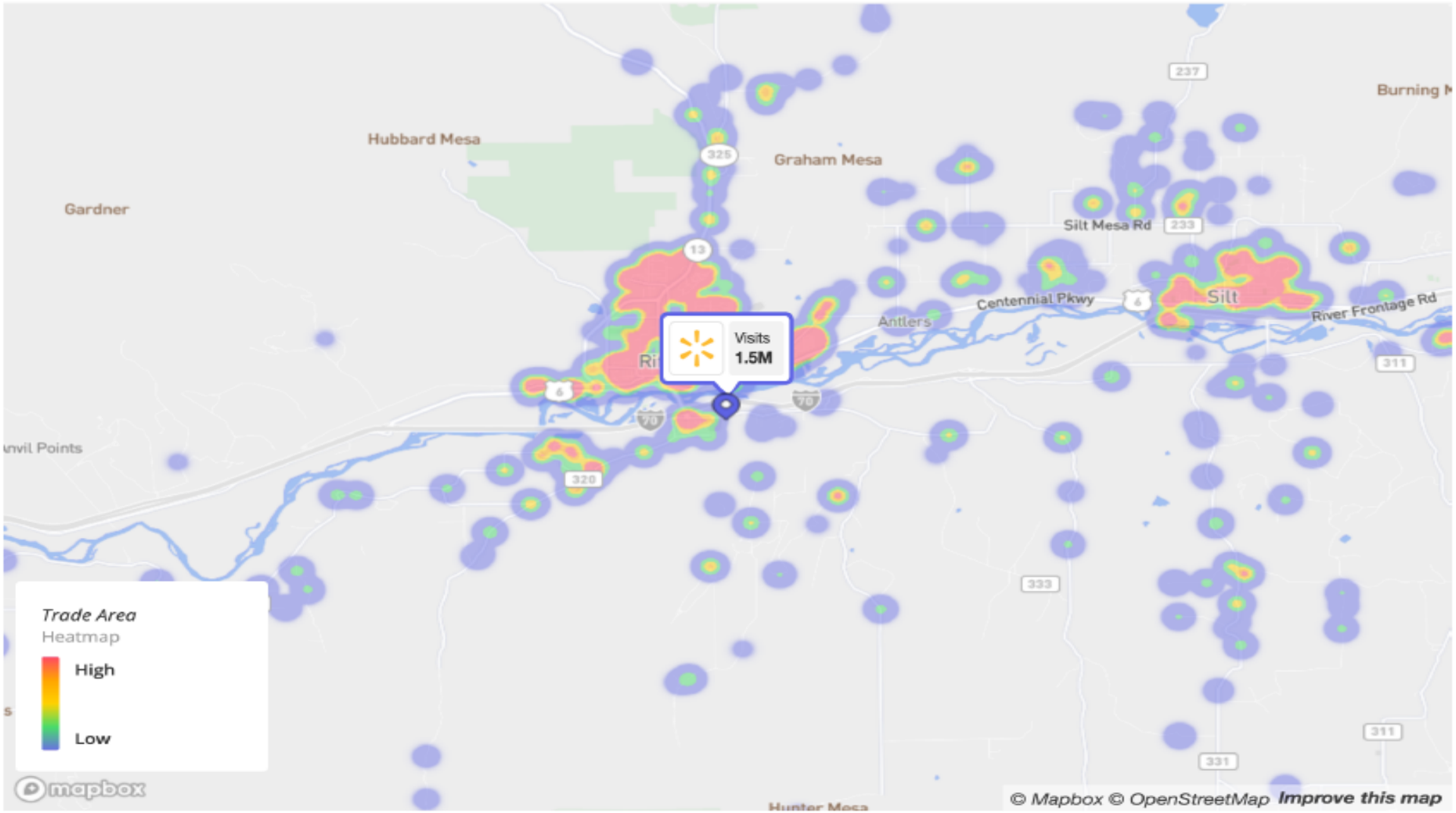
Local Sales Tax Rates

- Glenwood Springs 8.6%
- Carbondale 8.4%
- New Castle 8.2%
- **Rifle 8.15%**
- Parachute 7.65%
- Silt 6.9%
- Glenwood Meadows 9.2%

Property Overview

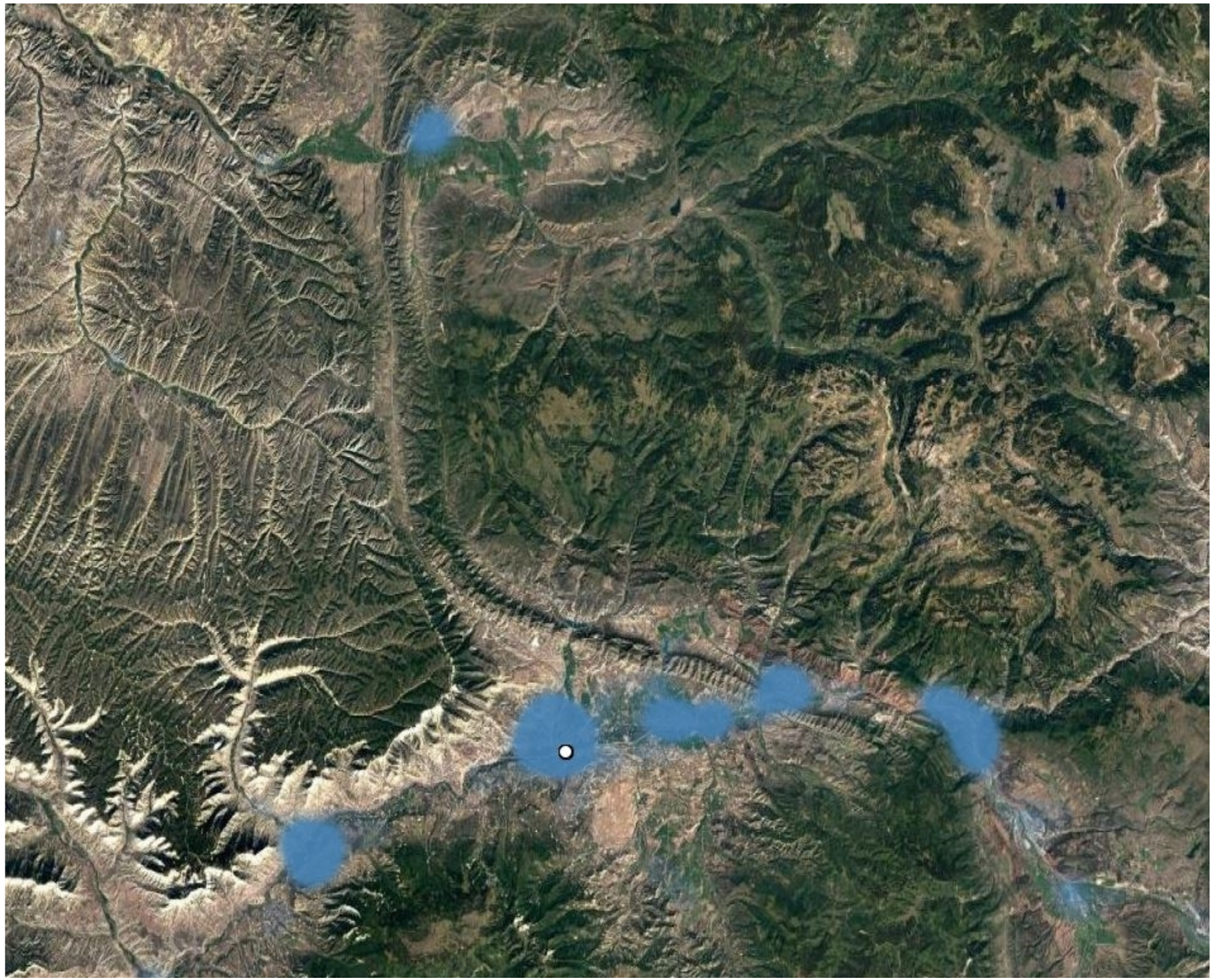
Apr 1, 2022 - Mar 31, 2023

Market Landscape



Home locations are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.

Mixed Use Buildir
Commercial Build
Commercial Loca
CMBS
Same sector
Map Style
MapType
Satellit
Display
Heatma



Required Annual Costs Looking Forward

- Pavement Maintenance (10 year average = $1,511,863.70/year)
- Soft Costs (10 year average = $198,655.26/year)
- Traffic Signals (10 year average = $81,818.18/year)
- Storm Drain (10 year average = $45,000/year)

- **TOTAL = $1,837,337.14/year**

Capital Expenses (Includes maintenance/Capital combined projects)

- **10 year average $1,577,766.73/year**
  - HWY 13/30th St Intersection $1.4M
  - Rifle Gateway $315k
  - Fairway Avenue Extension $1.6M
  - 5th St and Ute Ave $650k
  - Park and Ride $100k (remainder developer or grants)
  - Whiteriver Intersection $2.8M
  - East Avenue 1st to 5th St $650k
  - West 5th St Phase III $1.1M
  - 26th St $650k
  - West Avenue 3rd to 6th $750k
  - Highway 13 Sidewalk $225k
  - North I-70 Roundabout $5.5M
  - Hospital Hill Road $300k
  - West Second Street Sidewalk $250k

Total Revenues Needed

- Maintenance TOTAL = $1,837,337.14 per year
- Capital Total $1,577,766.73 per year
- Assume **60%** grant match on capital projects
- **Street Improvement Revenues needed $2,783,997.17**

Options

- Keep funding as is
  - Cut capital projects (includes street replacements)
  - Focus on best roads while others decline
    - Does not align with recent survey
      - In general only bad roads are noticed, if not repaired, it will seem like nothing is being done
      - If there is no preventative maintenance all roads will be bad
- Increase funding to a point that both capital and maintenance projects can continue (equivalent to approximately 1 cent in sales tax)
- Somewhere in between

SIF Sales Tax

- 2023 SIF Revenue Estimate is $1,424,301
  - .50% rate

- .90% (.40% increase) $2,706,172
- .95% (.45% increase) $2,777,386
- 1.0% (.50% increase) $2,848,602

Agenda Item #c.

Agenda Item Name:
Discuss Submitting a Letter to the Colorado Department of Transportation (CDOT) Regarding Traffic Concerns

Presenter:
Sean Strode

Item Description:
Discuss Sending Letter to CDOT

Recommended Action:
None

Fiscal Impact:
None

Operational Impact:
None

Prior Board Motions:
None

Background Information:
Mr. Strode would like to discuss sending a letter to the Colorado Department of Transportation (CDOT) to prompt talks regarding traffic along Interstate 70 and State Highway 82.

Executive Summary:
Mr. Strode would like to discuss sending a letter to the Colorado Department of Transportation (CDOT) to prompt talks regarding traffic along Interstate 70 and State Highway 82. A draft letter for CDOT is attached for your review.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
1. CDOT Request 05-05-23

"DRAFT"

May 5, 2023

Shoshana Lew, Executive Director
Colorado Department of Transportation
2829 W. Howard Place
Denver, CO 80204

Dear Director Lew:

Over the next 20-30 years, communities in Garfield County, particularly along the I-70 corridor, are expected to experience robust population and employment growth. According to population and employment forecasts, Garfield County's population is estimated to grow by 40%, from 62,000 residents in 2020, to 86, 000 in 2040. Similarly, the number of jobs in Garfield County will increase by 40% over the same time period, from an estimated 36,000 jobs to 51,000.

The forecasted growth in Garfield County will create significant demands upon the transportation system, particularly along the Interstate 70 (I-70) and State Highway 82 (SH82) corridors within the County. Residents are already experiencing increasing traffic congestion on I-70 and SH82, coupled with frequent and unpredictable delays associated with accidents, weather-related hazards, and closures.

Due to forecasted population and employment growth, increasing traffic congestion, and growing concerns about travel safety and reliability, now is the time for Garfield County communities to begin discussing and developing a future vision and plans for a safer, more efficient, and reliable multi-modal transportation system for the I-70 and SH82 corridors. While these discussions might eventually evolve to include other stakeholders in the region, we believe they should initially begin with jurisdictions in Garfield County.

In 2022, Colorado Department of Transportation (CDOT) demonstrated its leadership and vision surrounding the development of multimodal transportation services in the I-70 corridor, when it orchestrated and submitted the Westward Three MOVE Grant application to the US Department of Transportation. CDOT's advocacy on behalf of the MOVE: W3 project netted approximately $24 million in RAISE grant funding, a significant portion of which will make Mobility Hubs in Rifle and Glenwood Springs possible.

For this reason, it seems vital to us that CDOT, the most important transportation stakeholder in our region and the State, to be involved in and, ideally, to facilitate a series of transportation roundtable meetings for local governments within Garfield County. The goal of this effort would be to identify short- and long-term strategies, as well as opportunities for collaboration, that the partners could pursue to preserve, if not increase, roadway capacity on I-70 and SH 82 within Garfield County.

The signatories to this letter, including Garfield County, Parachute, Rifle, Silt, New Castle, Glenwood Springs, and Carbondale, respectfully, but eagerly, request that CDOT agree to initiate and facilitate this process. Please know as well that we stand ready to support this effort in any way necessary.

Thank you for your consideration of this request!

Sincerely,

Agenda Item #5.a.

Agenda Item Name:
Consider Approval of Backup Generator Radiator Replacement

Presenter:
Jared Emmert, Waste Water Treatment Plant Supervisor

Item Description:
Consider Approval of Waste Water Treatment Plant Backup Generator Radiator Replacement

Recommended Action:
Move to approve backup generator radiator replacement in the amount of $39,951.15

Fiscal Impact:
This expense was not budgeted, but is covered under the 2023 budget for maintenance and repairs.

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
During the last week of March, the wastewater treatment plant's 800 kW Cummins generator experienced coolant problems. Upon close inspection, it was discovered that the radiator was leaking coolant at a rate of four or five gallons per day. The Cummins service center in Grand Junction dispatched a technician to diagnose the problem, which was determined to be a leak caused by corrosion that could not be repaired.

Notification Requirements:
N/A

Prepared By:
Jared Emmert, Waste Water Treatment Plant Supervisor

Attachments:
1. Cummins generator sole source memo
2. City of Rifle 80137 Quote
3. Cummins 800kW genset radiator PO request

City of Rifle, Colorado
Utility Department Memo

To: Robert Burns, Utilities Director
Cc: Tommy Klein, City Manager
From: Jared Emmert, WWTP Supervisor
Date: 4/27/2023
Re: Wastewater 800 kW Generator Radiator Replacement

Gentlemen,

During the last week of March, the wastewater treatment plant's 800 kW Cummins generator began sporadically calling out for low coolant alarms. Upon inspection, it was discovered that the radiator was leaking coolant at a rate of four or five gallons per day. I called the Cummins service center in Grand Junction and they sent a tech to diagnose the problem. In the meantime, coolant was topped off as it was lost, to make sure the generator would run if the power went out.

The Cummins tech found the source of the leak this week and stated that the radiator had corroded through, and would need to be replaced. They cannot do spot repairs on our unit's radiator. My guess for the likely cause of the corrosion is the generator's proximity to the influent wet wells and exposure to hydrogen sulfide gas. The quoted cost for parts and labor for the new radiator was $39,951.15.

I am requesting a sole source purchase order to Cummins for the replacement of the radiator. Cummins is the manufacturer and authorized service provider for both generators at the wastewater treatment plant.

Thank you,

Jared Emmert

Jared Emmert, WWTP Supervisor

Cummins Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

GRAND JUNCTION CO BRANCH
731 SCARLET DR
GRAND JUNCTION, CO 81505-
(970)242-5776

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF RIFLE
PO BOX 1908
202 RAILROAD AVE
RIFLE, CO 81650-2218

OWNER

WASTE WATER PLANT
2515 W CENTENNIAL PKY
RIFLE, CO 81650-
JARED EMMERT - 970 6656589

***** CHARGE *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-APR-2023		03-AUG-2009	800 DQFAB-7371403 A		ONAN
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
484323		25-APR-2023	K080221791	C	ST
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
80137			490 / 490		WASTEWATER 800

OSN/MSN/VIN K080221791 **YEAR** 2008

COMPLAINT QUOTE TO REPLACE LEAKING RADIATOR

CONTACT FOR SITE IS JARED EMMERT 970-665-6589

UNIT LOCATION IS RIFLE CO, WASTE WATER TREATMENT PLANT FACILITY.
****

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
1		0	130-5692	RADIATOR (50 DEG C) (CAP	ONAN	29,485.48	29,485.48
2		0	503-2135	HOSE-RADIATOR	ONAN	40.88	81.76
4		0	503-2132	HOSE-RADIATOR	ONAN	26.54	106.16
8		0	503-1872-04	CLAMP-HOSE	ONAN	18.71	149.68
4		0	503-2130	HOSE-HUMP	ONAN	95.73	382.92
12		0	503-1872-07	CLAMP-HOSE	ONAN	29.05	348.60
2		0	501-0744-03	HOSE ASSY (COOLANT)	ONAN	110.34	220.68
2		0	503-1133	CLAMP-HOSE	ONAN	9.31	18.62
2		0	155-2351	GASKET-EXH	ONAN	39.87	79.74
20		0	800-2089	SCREW-HHC (M10X40)	ONAN	5.84	116.80
1		0	A055K311	SENDER,LOW COOLANT	ONAN	166.91	166.91
1		0	FREIGHT	FREIGHT CHRGS SERVICE	FREIGHT	650.00	650.00

PARTS:		31,807.35
PARTS COVERAGE CREDIT:		0.00CR
TOTAL PARTS:	**31,807.35**	
SURCHARGE TOTAL:		**0.00**
LABOR:		5,127.22
LABOR COVERAGE CREDIT:		0.00CR

Completion date : 26-Apr-2023 09:39AM. Estimate expires : 25-May-2023 09:39AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)_____**SIGNATURE**_____**DATE**_____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

CUSTOMER OBLIGATIONS If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

ASSIGNMENT This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

CANCELLATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non- recoverable costs incurred by Cummins.

REFUNDS/CREDITS Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

INTELLECTUAL PROPERTY Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins? property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

COMPLIANCE WITH LAWS Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

CONFIDENTIALITY Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

PRICING To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

GRAND JUNCTION CO BRANCH
731 SCARLET DR
GRAND JUNCTION, CO 81505-
(970)242-5776

INVOICE NO

ESTIMATE

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

CITY OF RIFLE
PO BOX 1908
202 RAILROAD AVE
RIFLE, CO 81650-2218

OWNER

WASTE WATER PLANT
2515 W CENTENNIAL PKY
RIFLE, CO 81650-
JARED EMMERT - 970 6656589

***** CHARGE *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-APR-2023		03-AUG-2009	800 DQFAB-7371403 A		ONAN
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
484323		25-APR-2023	K080221791	C	ST
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
80137			490 / 490		WASTEWATER 800

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		K080221791		**YEAR** 2008			
				TOTAL LABOR:		**5,127.22**	
				TRAVEL:			1,494.58
				TRAVEL COVERAGE CREDIT:			0.00CR
				TOTAL TRAVEL:		**1,494.58**	
				MISC.:			1,522.00
				MISC. COVERAGE CREDIT:			0.00CR
				TOTAL MISC.:		**1,522.00**	
				HAZ WASTE DISPOSAL			100.00
				ROAD MILEAGE			1,422.00

TAX EXEMPT NUMBERS:

SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT HTTP://CUSTOMERPAYMENT.CUMMINS.COM

LOCAL **0.00**

Completion date : 26-Apr-2023 09:39AM. Estimate expires : 25-May-2023 09:39AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL:	39,951.15
TOTAL TAX:	0.00
TOTAL AMOUNT: US $	**39,951.15**

AUTHORIZED BY (print name)_____**SIGNATURE**_____**DATE**_____

TERMS AND CONDITIONS

These Terms and Conditions, together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE OF SERVICES; PERFORMANCE OF SERVICES Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

CUSTOMER OBLIGATIONS If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

INVOICING AND PAYMENT Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

TAXES; EXEMPTIONS The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

DELIVERY; TITLE AND RISK OF LOSS Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

DELAYS Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

LIMITED WARRANTIES

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

INDEMNIFICATION Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

GOVERNING LAW AND JURISDICTION This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

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CITY OF RIFLE
PURCHASE REQUEST

1.	Vendor Name NEW: W-9 attached ☐
	Cummins, Inc

2.	Vendor Address
	PO Box 772639, Detroit, MI 48277

3.	For the Purchase of (description)
	Replacement radiator for wastewater plant generator.

4.	Amount Requested	Amount Budgeted	Finance Director Verified Funds Avail.
	$39,951.15	$145,000	

5.	Dept. Name	General Ledger Acct #
	UTIL - WASTEWATER	320.4325.400.430

6.		Type of Purchase
	☐	Capital Construction
	☐	Capital Construction – Change Order
	☐	Capital Equipment
	✔	Plant Equipment
	☐	Materials, supplies, non-profession/technical services (includes computer/software maint.)
	☐	Professional Services
	☐	Utilities (includes equipment installation and ongoing contracts)
	☐	Land, easements, ROW

7.		Purchasing Process Required (Rifle Municipal Code sections for guidance)		
	☐	Cooperative Purchasing:	Sec 4-3-90	
	☐	Open Market:	Sec. 4-3-40(c)	
	☐	Comparative Pricing:	Sec. 4-3-40(d)	
	☐	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
	☐	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
	✔	Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.		Authorization Required
	✔	City Manager
	✔	City Council

9.	Signatures		
	Position	Signature	Date
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	Purchase Order # assigned by Finance		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

Amount of Purchase	*Is Purchase Order Needed*	*Method of Source Selection*
$0.01 - $10,000	No – Dept Head Approval	No special sourcing
$10,000.01 - $25,000	Yes – City Manager Approval	Yes – see table 2 below
$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than $1,000	10% discount	5% discount
$1,001 to $5,000	8% discount	4% discount
$5,001 to $25,000	6% discount	3% discount
$25,001 to $100,000	5% discount	2% discount
$100,000 to $200,000	4% discount	2.5% discount
$200,001 to $500,000	3% discount	1.5% discount
$500,000 or greater	2% discount	1% discount

Agenda Item #7.a.

Agenda Item Name:
Presentation from the Office of the Inspector General to Officers Walker and McCain for the Capture of an Escapee from Rifle Correctional Facility

Presenter:
Debra Funston, Chief of Police

Item Description:
Presentation from the Office of the Inspector General to Officers Haley Walker and Kallie McCain for the capture of an escapee from Rifle Correctional Facility.

Recommended Action:
No action

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Debra Funston, Chief of Police

Attachments:
None

Agenda Item #8.a.

Agenda Item Name:
Consider Awarding Contract to Andale Construction for Construction Services on the 2023 High-Density Mineral Bond Coatings

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
This project will install High-Density Mineral Bond (HA5) in the Highlands East and Deerfield Subdivisions. HA5 is an asphalt preventative maintenance coating that prevents UV exposure and water infiltration. It has been in use for over 20 years and public works have gone to watch it installed and inspect roads where it has been in service for 20 plus years in Grand Junction, Co. HA5 will extend the life of Rifle's Streets in conjunction with other maintenance practices. The bid was posted on BidNet and we received one bid. The bid is qualified and below the engineer's estimate.

Recommended Action:
Move to approve the contract for construction services in the amount of $205,543.51 for the 2023 HA5 Project to Andale Construction, Inc.

Fiscal Impact:
The bid is $5,543.51 over the budgeted amount. However, the 2023 crack-seal project was $20,015.43 below budget, resulting in the 201-4312-400-641 GL remaining on or below budget.

Operational Impact:
N/A

Prior Board Motions:
N/A

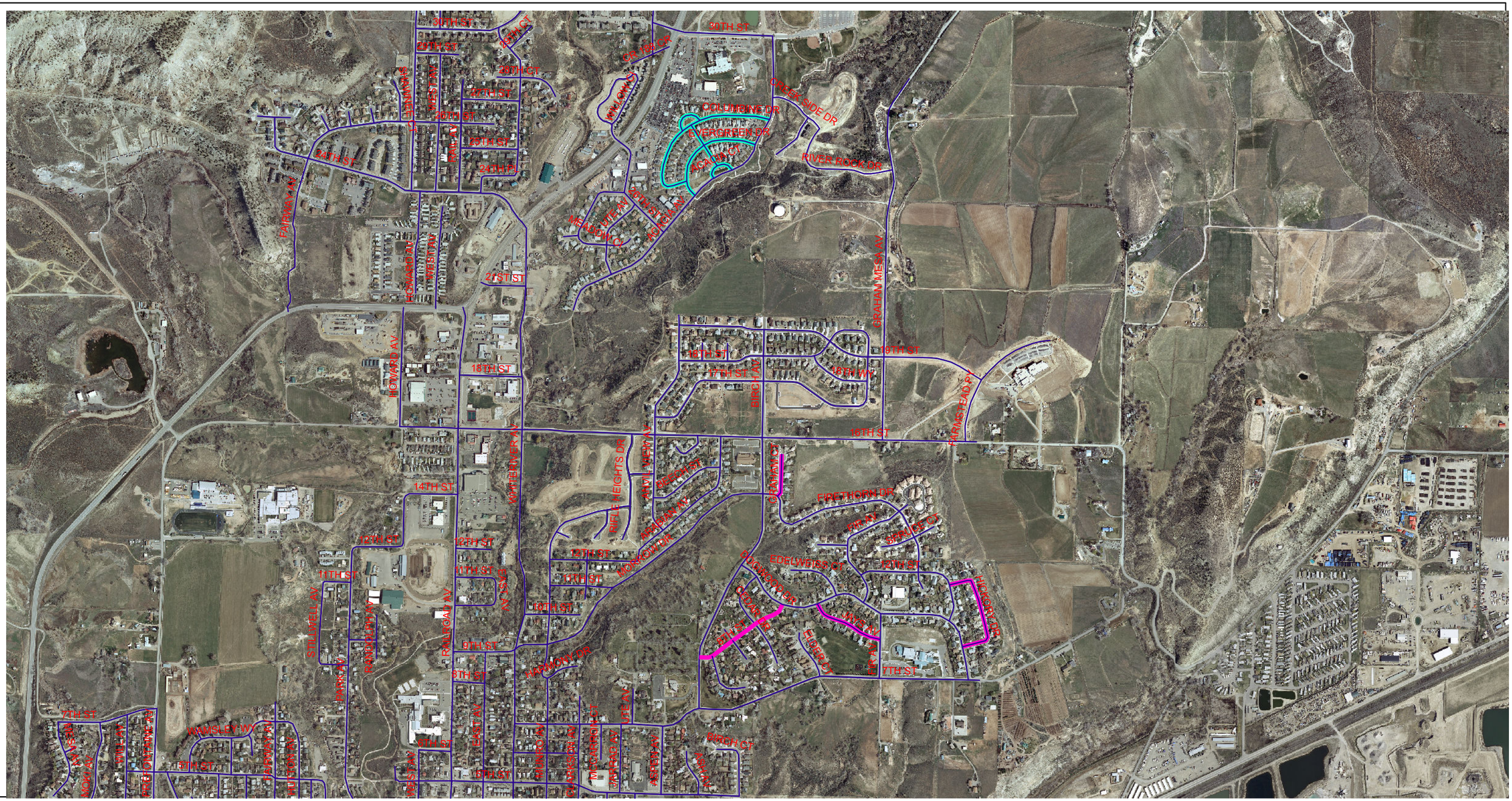
Background Information:
HA5 was discussed in 2019 by Staff and Council. At the time, Rifle was behind on crack-seal and more roads could receive preventative maintenance with crack-seal for less money than HA5. The plan was to crack-seal all roads in Rifle that were in good enough condition to do so and then begin HA5 as an additional preventative maintenance measure. Rifle has caught up on crack-seal and has crack-sealed more than 17 of its 24 miles of roadway. HA5 has begun in the same location as the crack-seal and will follow the operation with an approximate three-year lag. This is the second year of HA5 and the first year was successful.

Executive Summary:
N/A

Notification Requirements:
N/A

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:
1. 2023 HA5 Map 3.22.23
2. HA5 2023 Project Manual
3. 2023 HA5 Andale Bid Documents
4. PURCHASE REQUEST FORM Andale Construction Inc HA5 2023



Legend

- Highlands HA5
- Deerfield HA5

City of Rifle
2023 High Density Mineral Bond

N

Coordinate System: NAD 1983 UTM Zone 13N
Projection: Transverse Mercator
Datum: North American 1983
False Easting: 500,000.0000
False Northing: 0.0000
Central Meridian: -105.0000
Scale Factor: 0.9996
Latitude Of Origin: 0.0000
Units: Meter

High Density Mineral Bond 2023

PROJECT MANUAL

CITY OF RIFLE
202 RAILROAD AVENUE
RIFLE, COLORADO 81650

2023

Pre-Bid Meeting: N/A
Bid Due Date: April 13, 2023
Award Date: May 3, 2023
Construction Start Date: June 2023
Construction Completion Date: October 2, 2020

Project Directory

Project Engineer
Craig Spaulding
202 Railroad Ave
Rifle, CO 81650
970-665-6556
cspaulding@rifleco.org

Public Works Director
Brian Prunty
202 Railroad Ave
Rifle, CO 81650
970-665-6554
bprunty@rifleco.org

Construction Inspector
Jeff Shanks
202 Railroad Ave
Rifle, CO 81650
jshanks@rifleco.org

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List of Drawing Sheets

- 2023 HA5 Map

ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of the **High Density Mineral Bond 2023** will be received at the **Council Chambers, Rifle City Hall, 202 Railroad Avenue, Rifle, CO.** until 2:00pm, on April 13, 2023, at which time they will be publicly opened and read aloud.

This project involves public notification, traffic control, preparation and installation High Density Mineral Bond on 50,043 SY of Streets in two neighborhoods of Rifle. It will be the responsibility of the contractor to coordinate and schedule public notifications necessary to perform the work. Lay down space is available at the City of Rifle O&M Shop (1221 E Centennial Parkway. Rifle, CO 81650.) to use during the operation.

A Bid Bond in the amount of 5% of bid price is required, and a Performance and a Payment Bond, each in the amount of 100% of bid, will be required. Bid Award will be the May 3, 2023 Council Meeting. Time of Commencement of the Work is anticipated to be no later than June 2023, with completion by October 2, 2020.

A PREFERENCE FOR LOCAL CONTRACTORS WILL BE APPLIED BY THE OWNER WHEN SELECTING A CONTRACTOR.

There will be no mandatory pre-bid meeting. Site visit meetings can be scheduled using the contact information below.

Digital copies of the Contract Documents may be downloaded from the City website at http://www.rifleco.org/216/Projects-Out-To-Bid **for free. Contact Craig Spaulding,** cspaulding@rifleco.org**, 970-665-6556 for questions or issues with downloading the documentation.**

****

Instructions to Bidders

1.0 Defined Terms

Terms used in these Instructions to Bidders, which are defined in the General Conditions of the City of Rifle Public Works Manual, have the meaning assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, the Bid Form, and the Contract Documents (including all Addenda issued prior to receipt of Bids).

2.0 Copies of Bidding Documents

2.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. The City of Rifle Public Works Manual, Part I-General Conditions, Part II-Construction Materials and Methods and Part III Minimum Design Standards, shall be followed unless otherwise specified herein. In case of conflict, follow the Supplementary General Conditions section 25, Precedence of Contract Documents. Copies of the Public Works Manual are available on Rifle's web site www.rifleco.org.

2.2 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

3.0 Qualifications of Bidders

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and to demonstrate qualifications to perform the Work. Each Bidder must be prepared to submit within five days of Owner's request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

4.0 Examination of Contract Documents and Site

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 Information and data reflected in the Contract documents with respect to Underground Facilities at or contiguous to the site are based upon information and data furnished to Owner and Engineer by owners of such underground facilities or other, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3 Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.4 On request, in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill and patch all holes, clean up, and restore the site to its former condition upon completion of such exploration.

4.5 The lands upon which the work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by Contractor in performing the work, are identified in the Contract Documents. All additional lands, and access thereto, required for temporary construction facilities or storage of materials and equipment, are to be provided by Contractor.

4.6 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the work.

5.0 Interpretations and Addenda

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date of opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6.0 Conditions of Work

Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or danger to the public.

7.0 Substitute or "Or-Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the drawings or specified in the specifications, without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the drawings or specified in the Specifications that substitute or "or-equal" items of materials or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the effective date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth

in the General Conditions and may be supplemented by the Supplementary Conditions.

8.0 Subcontracts

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner. The bidder shall submit, with their bid, a completed list of subcontractors they propose to use on this contract.

9.0 Bid Form

9.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from City Hall of Rifle, 202 Railroad Avenue, Rifle, Colorado.

9.2 All blanks on the Bid Form must be completed in ink, by typewriter, or electronically and printed. NOTE: The spreadsheet is offered for your convenience only. The contractor is responsible for use and confirmation of any formulae or calculations therein. The submittal may be on the pdf. All tracking of project progress will be through that spreadsheet.

9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

9.5 All names must be typed or printed below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

9.7 The address, email, and telephone number for communications regarding the Bid must be shown.

10.0 Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it. Any submission received after the advertised Bid Opening shall be returned unopened to the sender.

11.0 Modification and Withdrawal of Bids

11.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

11.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and Engineer and promptly thereafter demonstrates to the reasonable satisfaction of Owner

and Engineer that there was a material and substantial mistake in the presentation of its Bid, that Bidder may withdraw its Bid.

12.0 Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid prior to that date.

13.0 Award of Contract

13.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities, and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsible, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner.

13.2 In evaluation of Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

13.3 Owner may consider the qualifications and experience of subcontractors, suppliers and other persons and organizations proposed for those portions of the work as to which the identity or subcontractors, suppliers, and other persons and organizations may be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

13.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner’s satisfaction within the prescribed time.

13.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

13.6 Section 2.26 of the General Conditions of the City of Rifle’s Public Works Manual and section 16.00 of the Supplementary Conditions set forth Owner's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

13.7 If the Contract is to be awarded, Owner will give the successful Bidder a Notice of Award within sixty (60) days after the date of the Bid opening.

14.0 Laws and Regulations

The Bidders’ attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

15.0 Complete Prices

All lump sum, alternate, and unit prices must include all required General Conditions line items necessary to complete the work, including, but not limited to the following (as required): all permits, insurance, and taxes (except as specified in Article 3.0 of the Supplementary General Conditions); supervision; layout and survey as needed; protection of all surrounding materials; lifting/hoisting; equipment and personnel; off-site management and administrative assistance; trash disposal to a separate dumpster; miscellaneous equipment; mobilization; as-built drawings; fuel, watchmen, flagmen, and site security; scheduling; small tools; drawings and printing expenses and mailing costs.

15.1 On bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to OWNER a minimum of 10 days prior to commencement of work. Adequate detail shall be given to allow a value to be placed on work completed during any given pay estimate.

16.0 Permits and Fees

Bids shall include all sales tax (except as specified in Article 3.0 of the Supplementary General Conditions) and all other applicable taxes and fees related directly to the construction of this project. Fees for permits and inspections directly related to this construction will be paid by the BIDDER; however, no tap fees or access charges for this or subsequent work will be the responsibility of the BIDDER. City has Tax Exemption, a copy of which will be provided to the Contractor. Contractor and all subcontractors shall hold a current license to perform work in Rifle, Garfield County, and the State of Colorado.

17.0 Authorities

Technical Specifications included herein supplement the Standard Specifications and take precedence. Work shall be completed as per these specifications and accepted by the Owner or proper agencies having jurisdiction before final payment is requested of the Owner.

18.0 Subsurface Investigations

Geotechnical reports, if available, are included in the appendix of the Project Manual. Contractor use of such reports shall be in accordance with section 18.00 “Soils Investigation”, of the Supplemental General Conditions.

19.0 Completion of Work

Work shall be completed as per the City of Rifle Public Works Manual (and as modified by these specifications) and accepted by the Owner or proper agencies having jurisdiction before final payment is requested of the Owner.

**Contractor shall provide a daily estimate of progress to the Public Works Director or City representative to verify quantities and that we shall stay within the contracted price. The City shall not pay for work above the contract price.

20.0. Bid Bond

Bid security shall be made payable to the Owner in the amount of 5% of the bidder’s maximum bid price in the form of a certified check or a bid bond, using the form herein, issued by a surety meeting the requirements of the Supplementary General Conditions. The bid security of the successful bidder will be retained until such bidder has executed the agreement and furnished the required contract security whereupon it will be returned; if the successful bidder fails to execute and deliver the agreement and

furnish the required contract security within ten (10) days of the Notice of Award, the Owner may annul Notice of award and the bid security of that bidder will be forfeited. Owner will return bid bonds or checks of unsuccessful bidder within or by 60 days after the bid submittal date.

21.0 Payment Bond

Payment Bond form is found in Agreement Documents section of this package.

22.0 Performance Bond

Performance Bond form is found in Agreement Documents section of this package.

23.0 Work By Illegal Aliens Prohibited

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.50191, C.R.S., *et. Seq.*,

Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien.

2. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "Basic Pilot Program") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the City in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.

4. Contractor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
(a) notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor shall comply with any reasonable request be the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7. Contractor violates this Addendum; the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City arising out of said violation.

24.0 Local Contractor Preference

Primary and secondary preference will be given to contractors when determining the lowest responsible bidder for work on this project. Local contractors, who have a principle place of business, are 1) for primary preference, within the City of Rifle or within 3 miles of the City Limits and 2) for secondary preference, outside of the three mile limit but within Garfield County.

For projects of $5,000 or more in value, to determine the lowest bidder, an amount equal to the percentage shown below will be deducted from the total price proposed for the work. The contract however, will be awarded for the total bid price proposed.

Contract Amount	Primary Preference	Secondary Preference
$5,000 to $25,000	6% discount	3% discount
$25,001 to $100,000	5% discount	2.5% discount
$100,001 or above	4% discount	2% discount

25.0 Scopes of Bids

4.7 **General Scope of Project**: This project involves public notification, traffic control, preparation and installation High Density Mineral Bond on 50,043 SY of Streets in two neighborhoods of Rifle. It will be the responsibility of the contractor to coordinate and schedule public notifications necessary to perform the work. Lay down space is available at the City of Rifle O&M Shop (1221 E Centennial Parkway. Rifle, CO 81650.) to use during the operation.

Bid review and award shall be based on the criteria set forth in section 13 of Instructions to Bidder. Final scope is budget dependent and may be reduced if the lowest qualified bid is above $100,000.00

END OF INSTRUCTIONS TO BIDDERS

Required Bid Documents

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Any submission received after the advertised Bid Opening shall be returned unopened to the sender. Required Bid Documents are in the Bid Submittal Checklist Below

_____ **Bid Form**

_____ **List of Materials Suppliers/ Subcontractors**

_____ **Contractor's License**

_____ **Bid Schedule**

_____ **Bid Bond**

CITY OF RIFLE

BID FORM

FOR CONSTRUCTION OF:

High Density Mineral Bond 2023

DATE: _____

OWNER: City of Rifle
202 Railroad Avenue
Rifle CO 81650
Attn: Craig Spaulding

BIDDER: Name of Bidder_____

Address of Bidder _____

_____

_____

Phone Number _____

Email Address _____

Contact Name _____

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement with the Owner to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and bonds, insurance, submittals; and all fees as indicated or specified in the Contract Documents to be performed or furnished by BIDDER for the amount identified and detailed in the BID SCHEDULE and further totaled below ("Bid Proposal Amount"):

_____Dollars($_____)
(written) (numeric)

CITY OF RIFLE
BID FORM page2

DOCUMENTS AND ADDENDA:
The BIDDER submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, he has thoroughly reviewed the proposal form, Instructions to Bidders, General Conditions, Supplementary Conditions, General Requirements, and the Specifications and Drawings, and acknowledges that the following addenda covering revisions to the drawings and/or specifications, and the cost, if any, of such revisions has been included in the Total Bid Price.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CHANGES TO THE WORK:
BIDDER agrees to perform all the WORK for the Total Base Bid price identified in the "Bid Proposal Amount." If circumstances arise during construction of this project which dictate a change in quantity, then the pricing for that particular portion of the job will be adjusted up or down with the BIDDER'S Schedule of Values (as included in the Contract Documents) to the revised quantity required by the construction circumstances of these plans. Final payment will be based upon count or measurement of items in place upon completion of the project at the units of measure and unit prices, with the exception of lump sum items.

For changes not covered by a contract unit price, BIDDER proposes that all such changes ordered to the work which increases the Scope of Work shall be priced in advance of the work and such unit prices will be approved by the Owner prior to commencement of work.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:
By signing and submitting this Bid Proposal, the BIDDER certifies that upon demand, Performance and Labor & Material Payment Bonds can be furnished in amounts sufficient to cover the total proposed cost of work.

TIME OF COMMENCEMENT, COMPLETION, AND DAMAGES:
The BIDDER agrees that, if awarded the Contract, the Work will be substantially complete, ready for occupancy by Owner, according to the schedule submitted by BIDDER of within the indicated construction durations specified within the Contract Documents except for delays caused by Acts of God, neglect of the Owner or the

Representative of the Owner or other causes beyond the BIDDER'S control, and allows for no time due to labor disputes or strikes. Weather (unless severe) is not considered as an excuse for delay of the work.

Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed under the Agreement for the Completion of the work, the new time limits shall be of the essence of the Agreement.

GENERAL AGREEMENTS:
The BIDDER agrees to the following:

The BIDDER has had an opportunity to examine the Site of the work and has examined the Contract Documents therefore.

The BIDDER has carefully prepared the bid proposal upon the basis thereof and has carefully examined and checked the Bid Proposal and the materials, equipment and labor required thereunder, the cost thereof, and figures therefore, and hereby states that the amount or amounts set forth in the Bid Proposal is, or are, correct and that no mistake or error has occurred in the Bid Proposal or in the BIDDER's computations upon which the Bid Proposal is based and the BIDDER agrees that no claim for reformation, modification, rescission or correction of the Bid Proposal will be made after the scheduled closing time for the receipt of Bid Proposals.

The BIDDER understands that the Owner reserves the right to reject any or all Bids for any or no reason and to waive any informality in the bidding.

The BIDDER understands that this Bid shall not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The BIDDER understands that unless a bid item is included on the "Bid Schedule", no separate payment shall be made for items required to complete the work in accordance with the contract. If included on the bid schedule, then work under the item will be paid at the unit or units given and shall include all necessary work complete and in place.

In preparing the Bid Proposal, the BIDDER has verified and is reasonably assured of the availability of all labor, materials, and products in this document.

The BIDDER has carefully reviewed the Bid Documents in their entirety and has agreed to meet these requirements.

CITY OF RIFLE
BID FORM page 4

DOCUMENT EXECUTION:

DATED This _____ day of _____, 2023

_____

(Name of Firm)

_____

(Street Address)

_____

(City, State, Zip)

_____

(Signature)

_____

(Printed Signature)

_____

(Title)

Please check as appropriate:

_____ An individual

_____ A Partnership Between:

_____ A Corporation organized under the laws of the State of _____

END OF BID FORM

LIST OF MATERIALS SUPPLIERS / SUBCONTRACTORS

Provide the name of the materials supplier or subcontractor included in your base bid price. Any changes in the providers listed below can be made only with the approval of the Owner. Any amount of work greater than 10% of the amount bid shall be considered as a subcontractor/Materials Supplier.

Name of Subcontractor /Materials Supplier	**Work Item Performed or Provided**	**% of Value**

CITY OF RIFLE

Bid Schedule

HA5 2023				
	Unit	**Qty**	**Unit Cost**	**Cost**
High Density Mineral Bond Deerfield, CDOT ref. 202	SY	27891		
High Density Mineral Bond Highlands, CDOT ref. 202	SY	22152		
Mobilization, CDOT ref 626	LS	1		
Traffic Control, CDOT ref 630	LS	1		
Citizen Notifications, supply and distribute door hangers	LS	1		
Minor Contract Revisions	MCR	1	$ 15,000.00	15000

TOTAL BID PRICE _____

Total Bid Price in Words _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____

_____

_____

as Principal, and _____

_____

held and firmly bound unto _____

_____

in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this _____ day of _____, 2023. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF RIFLE, COLORADO**, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the High Density Mineral Bond 2023

NOW, THEREFORE,

[a] If said Bid shall be rejected, or

[b] If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____**(L.S.)**
Principal

_____
Surety

By: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as Amended) and be authorized to transact business in the state where the project is located.

CONTRACTOR'S LICENSING STATEMENT FORM

The undersigned is licensed in accordance with the laws of Colorado providing for the registration of Contractors: License Number_____; Class_____.

Name of Contractor's Firm_____

Business Address and Telephone Number_____

_____

Name of Individual Owner (print)_____

Signature of Owner_____

OR

Signature, Title, and Address of members signing on behalf of the partnership:

Name_____Title_____

Address_____

Name_____Title_____

Address_____

Name_____Title_____

Address_____

OR

Corporation organized under the laws of the State of _____

_____

Signature of President of Corporation

_____

Signature of Secretary of Corporation

(Place Seal Here)

AGREEMENT

THIS AGREEMENT, made this _____ day of_____ , 2023, by and between, **CITY OF RIFLE** hereinafter called "OWNER", and ___,_____ doing business as a Corporation, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of
   High Density Mineral Bond 2023
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other service necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **14** calendar days after the date of the NOTICE TO PROCEED and will complete the same by **as indicated in the contract documents**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of ($_____) dollars or as shown in the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
   - A. ADVERTISEMENT FOR BID
   - B. INSTRUCTIONS TO BIDDERS
   - C. BID
   - D. BID BOND
   - E. AGREEMENT
   - F. GENERAL CONDITIONS (CITY OF RIFLE PUBLIC WORKS MANUAL)
   - G. SUPPLEMENTARY GENERAL CONDITIONS
   - H. PAYMENT BOND
   - I. PERFORMANCE BOND
   - J. NOTICE OF AWARD
   - K. NOTICE TO PROCEED
   - L. List of Drawing Sheets
     - 2023 HA5 Map 3.22.23
   - M. TYPICAL SPECIFICATIONS noted in the City Public Works Manual and CDOT Specifications.
   - N. Technical Specifications
   - O. ADDENDA: No. _____, dated _____, 2023.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL 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.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate, each of which shall be deemed an original on the date first above written.

CITY OF RIFLE

OWNER:_____
BY:_____
NAME:_____
(SEAL) TITLE:_____

ATTEST (OWNER):_____
(Please Type)

NAME:_____

TITLE:_____

CONTRACTOR:_____
BY:_____
NAME:_____
ADDRESS:_____
(SEAL) _____

ATTEST (CONTRACTOR): _____
(Please type)

NAME: _____
TITLE: _____

Contingency Allowances Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

FORCE ACCOUNT ITEMS

DESCRIPTION

This special provision contains the Department's estimate for force account items included in the Contract. The estimated amounts marked with an asterisk will be added to the total bid to determine the amount of the performance and payment bonds. Force Account work shall be performed as directed by the Engineer.

BASIS OF PAYMENT

Payment will be made in accordance with PWM Section 2.30. Payment will constitute full compensation for all work necessary to complete the item.

Force account work valued at $5,000 or less, that must be performed by a licensed journeyman in order to comply with federal, state, or local codes, may be paid for after receipt of an itemized statement endorsed by the Contractor.

Force Account Item	Quantity	Estimated Amount
F/A Minor Contract Revisions	F.A.	$0.00

Force Account Descriptions

F/A Minor Contract Revisions – This work consists of minor work authorized and approved by the Engineer, which is not included in the contract drawings or specifications, and is necessary to accomplish the scope of work of this contract.

Preliminary Construction Schedule

HA5 2023	Begin	Finish	Feb '23	March '23	April '23	May '23	June '23	July '23	Aug. '23	Sept. '23	Oct. 24
RFB	3/22/2023	4/13/2023									
NOA	5/3/2023	5/5/2023									
Construction	Jun-23	Oct-23									

Certificate of Insurance

Certificates of Insurance from the contractor and subcontractor's insurance carriers shall name both the City of Rifle and CDOT as additional insured parties. Submission of Certificates of Insurance shall be provided prior to commencing any work.

Performance Bond Form

KNOW ALL MEN BY THESE PRESENTS that

_____
Name of Contractor

_____
Address of Contractor

a _____
Corporation, Partnership or Individual

Hereinafter called Principal, and _____
Name of Surety

_____
Address of Surety

Hereinafter called Surety, are held and firmly bound unto_____

_____
Name of Owner

_____
Address of Owner

Hereinafter called OWNER, in the penal sum of _____
_____ Dollars ($_____) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms conditions and agreements of said contract during the original term thereof, and any extensions thereof, which may be granted by the OWNER, with or without notice to the SURETY and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall full indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PEFORMANCE BOND

PROVIDED, FURTHER, THAT THE SAID surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the terms of the contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____
(number of copies)
counterparts, each one of which shall be deemed an original, this ____ day of _____, _____.

_____
Principal (signature)

By_____
Type/print

_____
Address

ATTEST:

_____

_____
(Principal) Secretary

(SEAL)

_____
Witness as to Principal

_____

_____
Address

SURETY:_____

By:_____
Attorney-in-Fact

ATTEST:

_____
Witness as to Surety

_____
Address

_____

_____
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the WORK is located.

Payment Bond Form

The following additional provision shall constitute an amendment to Payment Bond No. _____.

PROVIDED, FURTHER, that the Principal and Surety, for value received, shall indemnify and save harmless the Owner to the extent of any payments required to be made by the Principal under the terms of the Contract. Subcontractors, material men, mechanics, and others shall have the right of action for amounts lawfully due them from the Principal or Subcontractor directly against the Principal and Surety of this bond. In the event the Principal or his Subcontractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, pro-vendor, or other supplies used or consumed by such Principal or his Subcontractor in performance of the Work contracted be done, the Surety shall pay the same in an amount not exceeding the sum specified in the bond, together with interest, at the rate of eight percent (8%) per annum.

IN WITNESS WHEREOF, this Amendment is executed in four counterparts, each one of which shall be deemed an original, this _____ day of _____.

_____
Principal

ATTEST:

_____ By:_____
(Principal) Secretary

_____
(Address)

Witness as to Principal

(Witness as to Principal)

_____

_____
(Address)
Surety

By:_____
Attorney-in-Fact

_____
Address

ATTEST:

_____ Address_____

CITY OF RIFLE
NOTICE OF AWARD

Dated

TO:_____
Bidder

OWNER'S PROJECT NO._____

PROJECT: High Density Mineral Bond 2023

CONTRACT FOR: FULL CONSTRUCTION SERVICES

****

You are notified that your Bid dated_____, 2023, for the above Contract has been considered. You are the apparent successful Bidder and have been awarded a contract for CONSTRUCTION SERVICES AS PER PLANS DATED .

Contract Price of your Contract is _____ Dollars (_____ _____).

Three copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award, that is by_____ , 2023_____.

1. You must deliver to the OWNER three fully executed counterparts of the Agreement, including all the Contract Documents, Performance and Payment Bonds. Each of the Contract Documents must bear your signature on the cover.

2. You must deliver with the executed Agreement the Contract Security (Bonds)

3. You must deliver with the executed Agreement, proof of insurance coverage as specified in the General Conditions (section 2.32) and Supplementary General Conditions (paragraph 2.00). Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited. Within ten days after you comply with those conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City Of Rifle
Owner

By: _____
Authorized Signature

Civil Engineer
Title

CITY OF RIFLE

NOTICE TO PROCEED

To:_____ Date:_____
Project: _____

You are hereby notified to commence WORK in accordance with the Agreement

dated _____, 2023, on or before _____, 2023.

By: _____
Owner

Title: _____

ACCEPTANCE OF NOTICE Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____

this the _____ day of _____ , 2023 .
By: _____
Title: _____

General Conditions

PWM Section 2.1. ADDITIONAL INSTRUCTIONS, MODIFICATIONS AND DETAIL DRAWINGS

The engineer may, during the duration of the contract agreement and in accordance with Sections 2-16, 2-17, and 2-18 of these General Conditions, furnish the contractor written instructions, modifications or detail drawings necessary to illustrate changes in the work.

The additional written instructions and detailed drawings thus supplied shall become a part of the contract documents, without invalidating the contract agreement, and the contractor shall perform the work as modified or altered.

PWM Section 2.2. EXECUTION, CORRELATION, INTENT, INTERPRETATION AND FURNISHING OF CONTRACT DOCUMENTS

The contract documents shall be executed in triplicate by the owner and contractor.

By executing the contract agreement the contractor represents that he has visited the sight of the work, familiarized himself with the locale, subsurface and site conditions under which the work is to be performed, and correlated his observations with the available information included with and required by the contract documents.

The contract documents are complementary and what is required by any one shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and incidentals necessary for the proper execution and completion of the work. It is not intended that work not covered under any heading, section, class or trade of the specifications shall be supplied unless it is required elsewhere in the contract documents or is reasonably inferable there from as being necessary to produce the intended results. Words, which have well known technical or trade meanings, are used herein in accordance with such recognized meanings. Well-known technical standards are used herein in accordance with the latest edition and revisions thereof.

Written interpretations necessary for the proper execution or progress of the work, in the form of drawings or other wise, will be issued with reasonable promptness by the engineer and in accordance with any approved schedule, upon written request from the contractor. Such interpretations shall be consistent with and reasonably inferable from the contract documents and may be effected by field order.

Unless otherwise provided in the contract documents, the contractor will be furnished, free of charge, three (3) copies of drawings and specifications necessary for the execution of the work. All drawings and specifications thus furnished shall not be reused on any other project.

PWM Section 2.3. SCHEDULES, REPORTS AND RECORDS

The contractor shall submit to the owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the owner may request concerning work performed or to be performed.

Prior to the first partial payment estimate the contractor shall submit to the engineer schedules indicating:

A. Partial payments that he anticipates he will earn during the course of the work.

B. The order in which he proposes to carry on the work, including dates at which he will start the various parts of the work, estimated date of completion of each part; and as applicable:

1. The dates at which special detailed drawings will be required from the engineer.
2. The date that the contractor will submit shop drawings to the engineer.
3. Respective dates that manufacturing will begin, the testing and the installation of materials, supplies and equipment.

Schedules submitted by the contractor shall reflect:

C. The timely and orderly completion of:

1. Specific portions of the work as called for in the Special Conditions.
2. The work in accordance with allowed contract time.

D. The inability to perform work on Saturdays, Sundays, holidays or between the hours of 7:00 p.m. and 7:00 a.m. on any working day, without written permission from the engineer.

E. The safety, adequacy and efficiency of his plant equipment, tools, labor and methods of performing the work.

F. The availability of materials, equipment and incidentals to be incorporated in the work.

G. Maintenance and control of traffic.

PWM Section 2.4. DRAWINGS, SPECIFICATIONS, CONFLICTS AND DISCREPANCIES

The intent of the drawings and specifications is that the contractor shall furnish all labor, materials, tools, equipment, incidentals and transportation necessary for the proper execution of the work in accordance with the contract documents to complete the project in an acceptable manner, ready for use, occupancy or operation by the owner.

In case of conflict between the drawings and specifications, the specifications shall govern. Figured dimensions on drawings shall govern over scale dimensions, detailed drawings shall govern over General Drawings and Special Conditions shall govern over Standard Specifications. Any discrepancies between the drawings and specifications and site conditions; or any inconsistencies, errors, omissions or ambiguities in the drawings or specifications; or any errors or omissions in the layout as given by survey points and instructions shall be immediately reported to the engineer, in writing, who shall promptly verify and correct such inconsistencies or ambiguities in writing. Work performed by the contractor after such discovery, until authorized or corrected by the engineer, shall be done at the contractor's risk.

PWM Section 2.5. SHOP DRAWINGS AND MATERIAL SAMPLES

The contractor shall provide shop drawings, in triplicate, as may be necessary for the prosecution of the work (i.e. vault piping, electrical systems, reinforcing, non-detailed items, etc.) as required by the contract documents. The engineer shall promptly review all shop drawings. The engineer's approval of any shop drawing shall not release the contractor from responsibility for deviations from the contract documents. The approval of any shop drawing, which substantially deviates, from the requirement of the contract documents shall be evidenced by a Change Order.

When submitted for the engineer's review, shop drawings shall bear the contractor's certification that he has reviewed, calculated non-detailed dimensions, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or material sample submission shall not begin until the shop drawing or submission has been approved by the engineer. A copy of each approved shop drawing and each approved material sample shall be kept in good order by the contractor at the site and shall be available to the engineer.

PWM Section 2.6. MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.
Manufactured articles, materials and equipment shall be fabricated, furnished, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer or in accordance with the latest revision to or edition

of well known technical standards (i.e. ASTM, AWWA, Colorado Department of Transportation, etc.) referred to in the Specifications or Special Conditions.

Materials, supplies and equipment shall be in accordance with samples submitted by the contractor and approved by the engineer.

Materials, supplies or equipment to be incorporated into the work shall not be purchased by the contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

PWM Section 2.7. INSPECTION AND TESTING

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards and as required by the contract documents.

The owner shall provide technical personnel, acting under the supervision of the engineer, for the inspection and testing of the work in progress to ascertain that the completed work complies in all respects with the requirements of the contract documents.

If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the contractor, the contractor will give the engineer timely notice of readiness. The contractor will then furnish the engineer the required certificates of inspection, testing or approval.

Neither observations by the engineer nor inspections, tests or approvals by any person shall relieve the contractor from his obligations to perform the work in accordance with the requirements of the contract documents.

The engineer and his representative will at all times have access to the work whenever it is in preparation or in progress. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The contractor will provide proper facilities for such access and observation of the work and also for any inspection thereof.

If any work is covered contrary to instructions or without approval or consent from the engineer, it must if required by the engineer, be uncovered for his examination and properly restored at the contractor's expense.

If any work has been covered which the engineer has not specifically requested to observe prior to its being covered, or if the engineer considers it necessary or advisable that covered work be inspected or tested by others, the contractor, at the engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the engineer may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

PWM Section 2.8. SUBSTITUTIONS

Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The contractor may request, in writing, the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number, and if, in the opinion of the engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the engineer may approve its substitution and use by the contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by Change Order. The contractor

warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.

PWM Section 2.9. PATENTS

The contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the owner harmless from loss on account thereof, except that the owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified by the owner; notwithstanding anything above to the contrary, if the contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information, in writing, to the engineer.

PWM Section 2.10. SURVEYS

The owner shall furnish, at no cost to the contractor, field electronic horizontal and vertical control data at only two control points at each site of the work at the owner's choice of location of control points. From the information provided by the owner, the contractor shall be required to make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

The contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

The contractor shall notify the engineer, in writing, forty-eight hours in advance, of the time and place at which he will require lines and grades in order to perform the Work or obtain measurements for record and payment.

PWM Section 2.11. LICENSES, PERMITS, AND REGULATIONS

All contractors and subcontractors performing work on the project shall have a current City of Rifle Municipal or Building Contractor's License, whichever is applicable to their trade. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the owner, unless otherwise specified. The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the engineer in writing, and any necessary changes shall be adjusted as provided in the Contract Documents for changes in the work.

PWM Section 2.12. PROTECTION OF WORK, EMPLOYEES, PUBLIC AND PROPERTY

The contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and the public who may be affected thereby, all the work and all the materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including pedestrian and vehicular traffic, trees, shrubs, lawns, fences, walks, pavements, roadways, structures and utilities, shown or not shown on the plans which are not designated for removal, relocation or replacement in the course of construction.

The contractor will comply with all applicable laws, ordinances, rules, regulations and order of any private or public body having jurisdiction. He will notify owners and users of adjacent utilities when prosecution of the work may affect them. He shall keep adjacent highways, streets and private access open to traffic and free of dirt and litter resulting from handling operations. He shall take reasonable precautions to protect private property adjacent to the project from such nuisances as dust, dirt, rock and excessive noise. The contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the owner.

PWM Section 2.13. EMERGENCIES

In emergencies affecting the safety of life or the work or property at the site or adjacent thereto, the contractor, without special instruction or authorization from the engineer or owner, shall act to prevent threatened damage, injury or loss. He will give the engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved, except when the emergency is attributed to acts of the contractor in performing the Work.

PWM Section 2.14. LAWS, ORDINANCES, RULES, REGULATIONS, AND ORDERS

The contractor shall keep himself fully informed of, and shall comply with all applicable laws, ordinances, rules, regulations and orders of the city, county, state, federal or public bodies having jurisdiction affecting the work. He shall provide, erect and maintain all necessary, police, watchmen, flagmen, firemen, shoring, signing, traffic devices, barricades and sanitary facilities, as required by the conditions and progress of the work, and all other necessary safeguards for safety and protection, as set forth by the United States Department of Labor, Occupational Safety and Health Administration.

The contractor must conform to the rules and regulations of the Industrial Commission of Colorado. Prior to starting excavation the contractor shall obtain from the Commission and file with the engineer a copy of his "Notice of Intent to Excavate."

The contractor shall comply with the requirements of CRS 8-17-101 (1985 Supp.) by employing not less than 80 percent Colorado residents in the several classifications of skilled and common labor employed on the project.

The contractor shall be an equal opportunity employer and adhere specifically to all the City of Rifle resolutions and ordinances pertaining thereto.

The contractor shall protect and indemnify the owner and its agents against any claim or liability arising from or based on the violations of such ordinances, regulations, or laws, caused by the negligent actions of the contractor, his agents or employees.

PWM Section 2.15. SUPERVISION AND DISCIPLINE BY CONTRACTOR

The contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the contractor's representative at the site. The supervisor shall have full authority to act on behalf of the contractor and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The contractor shall at all times enforce strict discipline and good order among his employees and shall avoid employing on the project anyone unskilled in the work assigned.

PWM Section 2.16. CHANGES IN THE WORK

At any time during the progress of the work, the owner, through its city manager, may order alterations or changes in the plans, specifications, character or quantity of work, without invalidating the contract agreement. When the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25 percent of the contract price, bid unit or lump sum prices, where applicable, shall be used. Should the dollar value of the changes exceed 25 percent of the contract price, the value of the changes over 25 percent shall be based on negotiated unit or lump sum prices, where applicable.

The engineer, also, may at any time, by issuing a Field Order, make changes in the details of the work, the contractor shall proceed with the performance of any changes in the work so ordered by the engineer unless the contractor believes that such Field Order entitles him to a change in contract price or time, or both, in which event he shall give the engineer written notice thereof within fifteen days after the receipt of the ordered change, and the contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the owner.

PWM Section 2.17. CHANGES IN CONTRACT PRICE

The contract price may be changed only by a Change Order. The value of any work covered by a Change Order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below.

A. Contract Unit Prices. If a change is ordered in an item of work covered by a contract unit or lump sum price, then an adjustment in the contract price will be made based upon the increase or decrease in quantity of the contract unit or lump sum price.

B. Agreed Prices. Adjustments in contract price for changes ordered that are not covered by contract unit or lump sum price or exceed the limitation in Section 2.16, will be determined by agreement between contractor and owner. If unable to reach agreement, the owner may direct the contractor to proceed on the basis of extra work in accordance with Paragraph C.

C. Extra Work. When the price for extra work cannot be agreed upon, the owner will pay for the extra work based on the accumulation of costs as provided herein below.

1. Daily Reports by Contractor. At the close of each working day, the contractor shall submit a daily report to the engineer, together with applicable delivery tickets, listing all labor, materials, and equipment for that day, and for other services and expenditures when authorized. An attempt shall be made to reconcile the report daily, and it shall be signed by the engineer and the contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the contractor.

a. Labor. The report shall show the names of workers, classifications, and hours worked.

b. Material. The report shall describe and list quantities of materials used.

c. Equipment. The report shall show type of equipment, size and hours of operation, including loading and transport, if applicable.

d. Other Services and Expenditures. Other services and expenditures shall be described in such detail as the engineer may require.

2. Basis for Establishing Costs.

a. Labor. The costs of labor will be the actual cost for wages for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b. Materials. The cost of materials, or equipment to be incorporated in the work, shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the quantities involved, plus freight and delivery.

The owner reserves the right to approve materials and sources of supply, or to supply materials to the contractor if necessary for the progress of the extra work. No markup shall be applied to any material provided by the owner.

c. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $400 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed rates approved or authorized by the Colorado Department of Transportation at the time the extra work is performed. (Dataquest-Rental Rate Blue Book)
The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals.

Necessary loading and transportation costs for equipment used in performing the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the owner than holding it at the work site, it shall be returned, unless the contractor elects to keep it at the work site at no expense to the owner.
The reported rental time for equipment already at the job site shall be the duration of its use on the extra work, commencing at the time it is first put into actual operation on the extra work.

d. Other Items. The owner may authorize other items, which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required for the work and which are of a type not ordinarily available from the contractor or any of the subcontractors.

Invoices covering all such items in detail shall be submitted with the request for payment.

e. Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the engineer may establish the cost of the item involved at the lowest price which was current at the time of the report.

3. Markup.

a. Work by Contractor. The following percentage shall be added to the contractor's costs and shall constitute the markup for all overhead and profits:

Labor (1.32 x certified payroll) 15%
Materials 15%
Equipment Rental 15%
Other Items and Expenditures 15%

To the sum of the costs and markups provided for in this subsection, one percent shall be added as compensation for bond and liability insurance.

b. Work by Subcontractor. When all or any part of the extra work is performed by a subcontractor, the markup established herein shall be applied to the subcontractor's actual cost of such work, to which a markup of five percent on the subcontracted portion of the extra work may be added by the contractor.

4. Any other cause which, in the opinion of the engineer, entitles the contractor to additional time, including but not restricted to acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unforeseeable severe abnormal weather.

PWM Section 2.18. CHANGES IN CONTRACT TIME

The contract time may be changed only by a Change Order. The contractor shall notify the engineer promptly and in writing of any occurrence or conditions which, in the contractor's opinion, entitle him to an extension or reduction in contract time. Such notice shall be submitted in ample time to permit full investigation and evaluation of the contractor's claim. Failure to provide such notice shall constitute a waiver by the contractor of any claim. The engineer shall acknowledge the contractor's notice within seven days of its receipt.
Changes in contract time for the completion of the work shall be stipulated by Change Order:

A. When changes in the work occur.

B. When work is suspended by the owner.

C. For unforeseeable causes beyond the control and without the fault or negligence of the contractor, his subcontractor or supplier and which were not the result of their fault or negligence.

D. When delays in the progress of the work caused by:

1. Any act or neglect of the owner, his employees or agents.
2. Other contractors employed by the owner.
3. Any delay in furnishing of drawings, information or return of shop drawings by the engineer.
4. Any other cause which, in the opinion of the engineer, entitles the contractor to additional time, including but not restricted to acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unforeseeable severe abnormal weather.

PWM Section 2.19. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on the date specified in the Notice to Proceed.

The contractor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the contractor and the owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

A daily charge will be made against the contractor for each working day, including free time, that any work shall remain uncompleted after elapse of contract time. This daily charge, determined by the original contract amount for the project from the table herein below, will be deducted from any money due the contractor. This deduction will not be considered a penalty but as liquidated damages.

The schedule of liquidated damages set forth below is an amount, agreed to by the contractor and the City of Rifle, as reasonably representing additional construction engineering costs incurred by the City if the contractor fails to complete performance within the contract time.

The schedule of liquidated damages will be:

Original Contract Amount		Daily Charge
From	To and Including	More than
$ 0	$ 25,000	$ 270
25,000	50,000	465
50,000	100,000	540
100,000	500,000	950
500,000	1,000,000	1,250
1,000,000	2,000,000	1,400
2,000,000	4,000,000	1,750
4,000,000	8,000,000	1,970
8,000,000	10,000,000	2,050

Over $10,000,000 - daily charge will increase by $100 increments for each $2,000,000 over $10,000,000.

Permitting the contractor to continue and finish the work or any part thereof after elapse of contract time will not operate as a waiver on the part of the City of any of its rights under the contract.

Any deduction assessed as liquidated damages under this section shall not relieve the contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed contractor to complete the work according to contract times.

The contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the contractor has promptly given written notice of such delay to the owner or engineer.

A. To any preference, priority or allocation order duly issued by the owner.

B. To unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, or of the public enemy, acts of the owner, acts of another contractor in the performance of a contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unforeseeable severe abnormal weather.

The owner shall have the right to deduct the amount of liquidated damages from any monies due or to become due to the contractor, or to sue for and recover compensation for damages for non-performance of the work, from the contractor and his surety, as stipulated in the contract documents.

PWM Section 2.20. CORRECTION OF WORK

The contractor shall promptly remove from the premises all material and work condemned by the engineer for failing to comply with the contract documents, whether incorporated in the construction or not, and the contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work and material of other contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the contractor's expense. If the contractor does not take action to remove such condemned work and materials within ten days after receipt of written notice, the owner may remove such work and store the materials at the expense of the contractor.

PWM Section 2.21. SUBSURFACE CONDITIONS

The contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, which jeopardizes the safety of the project and/or persons thereon, notify the owner in writing of:

A. Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.

B. Previously unknown physical or other conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract documents.

The engineer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a Change Order. Any claim of the contractor for adjustment hereunder shall not be all wed unless he has given the required written notice; provided that the engineer may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

PWM Section 2.22. SUSPENSION, DELAY OR INTERRUPTION OF WORK

The owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety calendar days or such further time as agreed upon by the contractor, by written notice to the contractor and the engineer which notice shall fix the date on which work shall be resumed. The contractor

will resume that work on the date so fixed. The contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension.

If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure of the owner or engineer to act within the time specified in the contract documents, or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by Change Order to compensate the contractor for the costs and delays necessarily caused by the failure of the owner or engineer.

PWM Section 2.23. OWNER'S RIGHT TO TERMINATE OR ABANDON WORK

If the contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the work or if he disregards the authority of the engineer, or if he otherwise violates any provision of the contract documents, then the owner may, without prejudice to any other right or remedy and after giving the contractor and his surety a minimum of ten days from delivery of a written notice, terminate the services of the contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the contractor, and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor will pay the difference to the owner. Such costs incurred by the owner will be determined by the engineer and incorporated in a Change Order.

Where the contractor's services have been so terminated by the owner, said termination shall not affect any right of the owner against the contractor then existing or which may thereafter accrue. Any retention or payment of monies by the owner due the contractor will not release the contractor from compliance with the contract documents.

After ten calendar days from delivery of a written notice to the contractor, the owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the contractor shall promptly remove all of his equipment, temporary facilities and supplies from the premise, clean up the project and contiguous properties. Otherwise, the owner shall perform such housekeeping at the expense of the contractor. However, the contractor shall be paid for all work executed and any expense sustained plus reasonable profits as a result of such action by the owner.

PWM Section 2.24. CONTRACTOR'S RIGHT TO TERMINATE OR STOP WORK

If, through no act or fault of the contractor, the work is suspended for a period of more than ninety calendar days by the owner or under an order of court or other public authority, or the engineer fails to act on any request for payment within thirty calendar days after it is submitted, or the owner fails to pay the contractor substantially the sum approved by the engineer within thirty calendar days of its approval and presentation, then the contractor may, after ten calendar days from delivery of a written notice to the owner and the engineer, terminate the contract and recover from the owner payment for all work executed and all expenses sustained. In addition and in lieu of terminating the contract, if the engineer has failed to act on a request for payment or if the owner has failed to make any payment as aforesaid, the contractor may upon ten calendar days notice to the owner and the engineer stop the work until he has been paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued for adjusting the contract price or extending the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

PWM Section 2.25. SUBCONTRACTING

The contractor may utilize the services of subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The contractor shall not award work to subcontractor(s), in excess of fifty percent of the total contract price, without prior written approval of the owner.

The contractor shall be fully responsible to the owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards terminating any subcontract that the owner may exercise over the contractor under any provision of the contract documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the owner.

PWM Section 2.26. CONTRACT SECURITY

The contractor shall, within seven calendar days after the receipt of the Notice of Award, furnish the owner with a Performance and Payment Bond in the penal sum of the total contract price, conditioned upon the performance by the contractor of all Change Orders, undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the contractor to all persons supplying labor, equipment and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the contractor and a corporate bonding company licensed to transact such business in the State of Colorado and listed in the most recent revision of "Surety Companies Acceptable on Federal Bonds" as published in the U.S. Treasury Department Circular No. 570. The expense of the bond shall be borne by the contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the State of Colorado, or is disapproved by the owner, the contractor shall, within ten calendar days after notice from the owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the owner. The premiums on such bond shall be paid by the contractor. No further partial payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the owner.

PWM Section 2.27. PARTIAL COMPLETION AND OCCUPANCY

At any time during the performance of the work that a portion of the permanent construction has been satisfactorily completed, in accordance with the contract documents, which is not required for the operation of the contractor but is needed or required by the owner, the engineer shall issue to the contractor a written notice of partial completion, and thereupon or at any time thereafter, the owner may take over, occupy, operate and use that portion of the construction therein described.

The notification of partial completion shall in no way be construed to constitute an extension in contract time for the completion of all the work or as a waiver of the right of the owner to require the fulfillment of all the terms of the contract documents. If such prior use should cause an increase in the cost of, or in the time required for, performance of the Work, as determined by the engineer, an equitable adjustment to the contractor shall be made and the contract documents modified by a Change Order.

PWM Section 2.28. MEASUREMENT OF QUANTITIES FOR PAYMENT

Measurement for pay items in the contract shall be as defined in the Measurement and Payment Section of the City of Rifle Standard Specifications for Design and Construction or as modified in the Special Conditions. The methods of measurement and computation to be used in determination of quantities; of work performed, of materials to be furnished and/or installed; will be those methods generally recognized as conforming to good engineering practice.

Sundry items, which are incident to or required in the construction of the work, but are not included as items in the Bid Schedule, shall be considered an integral part of the work to be performed. All labor, materials, etc., required for such items shall be furnished and installed, and the costs shall be included in the applicable contract unit price or lump sum amount bid.

PWM Section 2.29. SCOPE OF PAYMENT

Payment to the contractor will be made only for the actual quantities of contract items constructed and installed in accordance with the plans and specifications.

Payment made at the contract unit price or lump sum amount bid shall be full compensation for furnishing all labor, materials, equipment, appurtenances, taxes, insurance, permits and incidentals necessary to complete the work as shown on the plans and as required by the Specifications. Each item, fixture, piece of equipment, etc., shall be complete in place, operational and accepted.

No additional payment, over the amount bid, will be made for related work to any item unless specifically called for in the contract. Neither will payment be made for materials wasted, rejected or placed outside of plan limit lines.

PWM Section 2.30. PARTIAL PAYMENT AND CERTIFIED TAX REPORTS

The engineer, on or about the twenty-fifth day of the month in which work on the project is performed, shall prepare for contractor's approval, a partial payment estimate of the work performed and materials placed in accordance with the contract documents.

Not more than eighty (80) percent of the cost of materials and equipment delivered and suitably stored at or near the project site, but not incorporated in the work may be included in an estimate; provided however, the contractor furnishes invoices and supportive data establishing title in the name of the owner, to the engineer.

The amount to be retained from partial payments will be ten percent of the value of completed work, exclusive of mobilization and payment for materials on hand. When the retainment on contracts exceeding $80,000 in value has reached five percent of the amount of the contract, no further retainment will be made. Amount of retainment will be held until such time as final payment is made with the following provision: When ninety-seven and one-half percent of the work has been completed, the engineer may, at his discretion and The amount to be retained from partial payments will be ten percent of the value of completed work, exclusive of mobilization and payment for materials on hand. When fifty percent of the work required by contracts exceeding $150,000. has been performed, no further retainment will be made if in the opinion of the City, satisfactory progress is being made on the work. Amount of retainment will be held until such time as final payment is made with the following provision: When ninety-seven and one-half percent of the work has been completed, the engineer may, at his discretion and with the consent of the Surety, reduce the retained amount to twice the value of the work remaining to be done. Any amount retained under this provision shall be subject to the requirements of Colorado Revised Statute § 24-91-103.

Earnings so retained on contracts exceeding $150,000. in value may be withdrawn by the contractor provided the contractor provides the City with an irrevocable letter of credit in a form and from a financial institution acceptable to the owner. Any amounts so retained by the owner under this provision shall be subject to Colorado Revised Statute. § 24-91-105.

The contractor upon receipt of each partial payment estimate shall either indicate his approval by signing and returning a copy to the engineer, or return the estimate unsigned and indicate in writing his reason for refusing payment.
The owner, within fifteen- (15) days of presentation to the engineer of an approved partial payment estimate, shall pay the contractor the amount due thereon.

Upon receipt from the contractor of an approved designated semifinal estimate, as prepared by the engineer:

A. The contractor shall, in writing, request the engineer to make a semifinal inspection in preparation for final acceptance of the work by the owner.

B. The contractor shall prepare and furnish the engineer certified city and county sales and use tax reports covering the equipment and materials incorporated in the work.

The engineer, upon receipt of written request for semifinal inspection, shall promptly make said inspection of the work and issue to the contractor a written notice advising him of any deficiencies, corrective measures or clean up that he must complete prior to preparation of the final payment request.

All work covered by partial payment made shall thereupon become the sole property of the owner, but this provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the owner to require the fulfillment of all terms of the contract documents.

PWM Section 2.31. FINAL PAYMENT REQUEST, ACCEPTANCE AND RELEASE

Upon completion of the work, cleanup of the project site, the engineer's receipt from the contractor in triplicate of certified tax receipts, the engineer, within ten calendar days thereafter shall:

A. Prepare a final payment request, for contractor's approval, showing the total value of the work completed in accordance with the contract documents and as modified by any Change Orders, less the value of:

1. Partial payments previously made by the owner to the contractor.
2. Retention of any claims, on file with the owner, against the contractor
3. Estimated costs of completing any incomplete or unsatisfactory items of the work.
4. Payments advanced by the owner, to subcontractors, material and equipment suppliers or others which are known by the contractor to have been made but not previously accounted for.
5. Liquidated damages not previously paid to the owner by the contractor.

B. Advise the owner and contractor by written notice that:

1. The work has been inspected and accepted by him under the conditions of the contract documents.
2. The work, effective the date of the notice, is placed under warranty, at the contractor's expense, for a period of one year.

3. The entire balance shown on the final payment request, as prepared by the engineer, is due and payable within thirty calendar days from date of approval thereof by the contractor.

Upon approving the final payment request, as prepared by the engineer, the contractor by such act, indemnifies and saves the owner and his agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the contractor fails to do so, the owner may, after having notified the contractor, either pay unpaid bills or withhold from the contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to the contractor and the owner shall not be liable to the contractor for any such payments made in good faith.

The acceptance by the contractor of final payment shall be and shall operate as a release to the owner of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with this work and for every act and neglect of the owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the contractor or his sureties from the warranty period or any other obligations under the contract documents or the Performance and Payment Bond.

In the event the owner fails to make final payment as herein provided, there shall be added daily interest at the rate of six percent per annum, commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor.

PWM Section 2.32. INSURANCE

The contractor shall at its own expense keep in full force and effect during the term of this contract insurance as follows:

The contractor shall secure and maintain statutory workmen's compensation.

The contractor agrees to secure, at his own cost, a policy or policies of insurance sufficient to insure against the liability assumed by the contractor pursuant to the provisions of paragraph 2.36 of these General Conditions. The contractor's insurer must be rated "B+" or better, according to Best's Key Rating Guide and must be admitted to do business in the State of Colorado. The contractor shall provide the owner with a certificate of insurance from a properly qualified representative of the insurer, that any policy purchased pursuant to this contract complies with the conditions required by this contract. The certificate of insurance must show current name and address of the insured(s) named in the policy. The contractor shall not commence any work under this contract, and shall not allow any subcontractor or any officer, employee, or agent of the contractor or any subcontractor to commence any work under this contract, until any such certification has been received and approved by the owner.

The contractor shall not be relieved of any liability assumed pursuant to the foregoing paragraph by reason if its failure to secure insurance as required by this contract or by reason of its failure to secure insurance in sufficient amounts, of sufficient durations, or of sufficient types to cover such liability. The required policy shall meet the following conditions:
A. The policy limits shall be as follows:
1. The limit for an injury to one person in any single occurrence shall be no less than $1,000,000, and the limit for an injury to two or more persons in any single occurrence shall be no less than $2,000,000. Costs of defense shall not be included within such limits or, if they are so included, the minimum limits shall be $1,000,000 combined single limits.
2. The general aggregate limit shall be unlimited or at least $2,000,000.
B. The policy shall include the owner as an additional insured. The parties hereto understand and agree that the owner is relying on and does not waive or intend to waive by this contract, any provision hereof, including the provisions of this paragraph, the monetary limitations (presently $1,000,000 per person and $2,000,000 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 owner.
C. The insurer shall give the owner notification of any cancellation or termination by refusal to renew the policy or any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give the owner at least thirty (30) days prior written notification of any cancellation or termination by refusal to renew the policy or of any change in coverage of the policy, unless cancellation or termination is for non-payment of premium, in which case, the industry standard of ten (10) days prior written notification shall apply.
D. The contractor shall be solely responsible for any deductible losses under the policy.
E. If the policy is a claims made policy, the policy shall provide the contractor the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two years. The contractor agrees to purchase such an extended reporting period should the policy be cancelled or terminated.
F. If the policy is a claims made policy, the policy shall give the owner the right to purchase the extended reporting period described in paragraph E above if the contractor fails to purchase such an extended reporting period as required by this contract. The owner's exercise of such right shall not relieve the contractor of any liability for its failure to purchase such an extended reporting period as required by this contract.
G. If the policy is a claims made policy, the retroactive date of any renewal of such policy shall be no later than the date this contract is signed by the parties hereto.
H. If the contractor purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the contract is signed by the parties hereto.

The contractor shall secure and maintain, at his own expense, if applicable or called for in the Special Conditions, the following insurance coverage:

Fire, extended coverage and vandalism insurance on the project to the full insurable value thereof for the benefit of the owner, the contractor and subcontractors.

"All Risk" type builder's risk insurance for work to be performed. Unless otherwise authorized by the owner, the amount shall not be less than the contract price totaled in the Bid Proposal. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the owner. The policy shall name as the insured the contractor, the owner and their designated agents.

Special Comprehensive General Bodily Injury and Property Damage for the period of time that work being performed is encroaching on property owned or controlled by individuals, partnerships or corporations such as irrigation companies and railroads, state or federal agencies, and to limits set forth in their permit. The policy shall be issued to the permittee and name as the insured the contractor, the owner and their designated agents.
The contractor must comply with the owner's requirements for filing certificates of insurance, as determined by the Risk Management Division. A certificate of insurance acceptable to the Risk Management Division must be provided at the time the contract is executed by the parties hereto unless both parties arrange otherwise.

The contractor is responsible for submitting certificate(s) of insurance, subject to the insurance requirements described above, for all subcontractors. All certificates of insurance are subject to periodic verification and approval by the owner.

PWM Section 2.33. SEPARATE CONTRACTS

The owner reserves the right to let other contracts in connection with this project, or contiguous thereto. The contractor shall afford other contractors, utility companies or owner's forces reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the contractor's work depends upon the work of any other contractor, the contractor shall inspect and promptly report to the engineer any defects in such work that render it unsuitable for such proper execution and results.

If the performance of additional work by other contractors, utility companies or the owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the contractor by the engineer, prior to starting any such additional work. If the contractor believes that the performance of such additional work by the owner or others entitles him to a change in contract price or time, or both, he may, by written notice to the engineer, request a Change Order as provided under Changes in the Work.

PWM Section 2.34. HOUSEKEEPING AND CLEANUP

At all times during the progress of the work the contractor, at his expense, shall maintain the site, storage yard, adjacent properties, both public and private, policed and free of litter or trash. All material and equipment to be incorporated in the work shall be stored in a neat appearing manner and protected from damage or the elements until accepted in accordance with the contract documents.

Prior to final payment, the contractor, at his expense, shall remove from the project site and from contiguous private and public property, all temporary structures, equipment, rubbish and waste materials resulting from his operations. He shall clean up, police around and over all facilities that the owner will acquire maintenance thereof.
Disposal areas for waste material, from the contractor's operation, shall be those areas that comply in every way with local ordinances and are approved by the engineer.

PWM Section 2.35. ASSIGNMENT

Neither the contractor nor the owner shall sell, transfer, sublet as a whole, or otherwise dispose of the contract or any portion thereof without the written consent of the other and its surety; nor shall the contractor assign any monies due or to become due to him thereunder, except to a bank or financial institution acceptable to the owner.

PWM Section 2.36. INDEMNIFICATION

The contractor agrees to indemnify and hold harmless the owner, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands on account of personal injuries, including without limitation worker compensation claims and death claims, or property loss or damage, or any other loss of any kind whatsoever, which arises out of or are in any manner connected with this contract, whether or not such injury, loss, or damage is caused by, or is claimed to be caused by, the act, omission, negligence or other fault of the contractor, any employees of the contractor, or any other person or entity; or by accident; or by any other cause. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless the owner from any liability or damages directly caused by or attributable to the owner's own negligence. The contractor agrees to investigate, handle, respond to, provide defense for, and defend against, any liability, claims, or demands arising from, connected with, or related to the contract at the sole expense of the contractor regardless of whether the liability, claim, or demand is related to the owner's own negligence and the contractor further agrees to bear all other costs and expenses, related thereto, including court costs and attorney fees, whether or not the claim or claims alleged are groundless, false, or fraudulent. Nothing herein is intended to be, or may be construed as, a waiver or the immunities, protections, or limitations on damages provided to The City of Rifle by the Colorado Governmental Immunity Act, C.R.S. □ 24-10-101 through 24-10-120, as it may from time to time be amended.

PWM Section 2.37. ENGINEER'S STATUS AND DECISIONS

The engineer shall act as the owner's representative during the construction period. He shall decide questions which arise in the execution of the work. He shall perform technical inspections in the field, in laboratories, at factories, at sources of supply and wherever he feels the necessity to determine the quality and acceptability of material and equipment furnished and work performed. He shall reject all material, equipment and work which fails to conform to the specifications. He shall stop the performance of the work whenever such stoppage may be necessary to insure the proper execution of the contract documents. He shall determine the quantity of work to be paid for and prepare all partial payments, estimates and the final payment request for submittal to the owner after obtaining the contractor's approval thereof.

The engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

The engineer shall, within a reasonable time after presentation, make decisions by written notice on all claims of the owner or the contractor on all matters relating to the execution and progress of the work or the interpretation of the contract documents.

PWM Section 2.38. LAND, RIGHTS-OF-WAY, EASEMENTS AND ENCROACHMENTS

Prior to issuance of Notice to Proceed, the owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the contract documents, unless otherwise stated in the Special Conditions or mutually agreed to.

The owner shall indicate on the drawings or provide to the contractor information which delineates and describes the lands owned, rights-of-way and easements acquired, and encroachments over lands upon which the work is to be performed.

Delays in furnishing land for the work by the owner may be deemed proper cause for a change in the contract price, contract time, or both.

The contractor shall provide, at his own expense and without liability to the owner, any additional land and access thereto that the contractor may desire for temporary construction facilities, or for storage of materials and equipment.

PWM Section 2.39. GUARANTY AND WARRANTY

The contractor shall guarantee all material and equipment incorporated in, and warrant all workmanship on, the project for a period of one year from the date of written notice of acceptance of the project or portions thereof. The contractor shall within forty-eight hours after notification from the owner, subsequently verified by written notice, make all needed repairs and corrections which develop or result from defective workmanship, materials or equipment.

In the event the contractor should fail to make such repairs, adjustments, or performs other necessary work required to correct any deficiencies, the owner may do so and charge the contractor the cost thereby incurred. The Performance and Payment Bond shall remain in full force and effect through the guarantee and warranty period.

PWM Section 2.40. TAXES

The contractor will pay all applicable sales, use and other similar taxes required by the laws of the State of Colorado. When taxes are due, the developers, other responsible parties, and/or their subcontractors, prior to requesting final warranty on their project shall furnish the engineer, in triplicate on the City form, certified receipts of sales, use and other similar taxes, required by law, paid on all materials and equipment incorporated in or used in the performance of the work.

Notwithstanding the above, the contractor shall obtain from the Colorado Department of Revenue a Certification of Exemption indicating, where applicable, that the contractor's purchase of construction or building materials is for use in the building, erection, alteration or repair of public works owned and used by the City of Rifle, in its governmental capacity. The contractor shall file with the engineer a certified copy of the Certification of Exemption, prior to commencing Work.

Where a project is exempt from such tax, the amount of such tax shall not be included in any bid proposal submitted to the City.

PWM Section 2.41. DESIGNING AND PERFORMING WORK WITHOUT A CONTRACT AGREEMENT

All property owners, individuals, partnerships or corporations which engage in the subdividing or improving of land, or in the design or construction of the Work, ultimately to be maintained, operated, occupied or owned by the City of Rifle, other than those directly contracting with the City, shall adhere to this Public Works Manual, Design and Construction of Public Improvements to which these General Conditions are a part.

No portion of the work shall be performed until the engineer has approved the drawings pertaining there to, and then only by a contractor that is licensed and bonded to the City of Rifle.

Those who are responsible for, or cause the work to be performed, and those who actually perform the work, will be considered, for purposes of these General Conditions and Standard Specifications, as having executed a contract agreement, as contractor, with the City of Rifle as owner, even though no agreement exists. As such, they shall comply with all the technical and performance provisions of these Specifications, be subject to inspection and the directives of the engineer.

PWM Section 2.42. CLOSEOUT

To close out a project or development, several items need to be taken into account by the Contractor, Engineer and by the Owner. Several of these items may have been initiated prior to or during the work.

The Contractor of the work shall notify the Engineer and the Owner in writing that he has reached “Substantial Completion” and include a list of work yet to be completed or corrected. If requested by the Engineer, closeout of areas or portions of work may be allowed by the Owner.

The Engineer, along with the Owner’s representative, shall inspect the work to determine if it is substantially complete. If it is substantially complete, a “Certificate of Substantial Completion” will be issued by the Engineer along with a “Punch List” of items to be completed or corrected, to the Contractor and the Owner.

The Contractor shall complete and/or correct the items listed on the punch list, or any other item that becomes known, and again notifies the Engineer and Owner in writing that the work is ready for final inspection. At this time, the Contractor may submit his application for final payment to the Engineer.

The Engineer along with the Owner's representative will make a final inspection. If the work is found acceptable and complete to the satisfaction of the Owner, a meeting will be scheduled to finalize all other items due. Should the Contractor fail to complete and/or correct all punch list items required by the Owner, the Contractor shall pay for additional "Final Inspections" by the Engineer at the Engineer's current rates. If the Contractor has any question with regard to any items found on the punch list, he shall request clarification from the Engineer prior to final inspection.
Prior to release of final payment, a meeting (referred to in the previous paragraph) shall be held to collect from the Contractor and/or the Engineer, for the Owner, the following items:

1. Outside Inspection Certificates, as applicable,
2. Materials Certificates of Compliance,
3. Equipment and Material guarantees,
4. Contractors one-year (or longer, if required) guarantee or warranty using Owner forms,
5. Operation & Maintenance Manuals and Parts list, as applicable,
6. Receipts for Materials delivered to the Owner,
7. Miscellaneous Keys, Tools, etc.
8. Final Application for Payment,
9. Consent of Surety to Final Payment,
10. Contractor's Affidavit of Release of Liens,
11. Project Record Drawings (As-Builts),
12. Quitclaim deed from developer conveying any interest it has in the public improvements to the Owner using Owner format,
13. Bill of Sale conveying all public improvements to the Owner free and clear of liens and encumbrances using Owner format,
1. Final Payment Amount,
2. Contractor acknowledgement of Date of Warranty, and
3. All other documentation.

And the Owner will provide to the Engineer:
1. Public Works Director Certification that the work has been constructed in conformance with the plans and specifications.
2. A letter informing the financier to release the Letter of Credit.

Inspection certificates shall be submitted (Number 1, in the list above) from any State or Other governing body having jurisdiction, such as State electrical certification that the work is in strict conformance with applicable codes. The Contractor shall remedy any defects due to faulty materials or workmanship and pay for damage to other work resulting there from, for a period of one year (or longer, if required) in accordance with Section 2.39 herein. A written warranty based on the provisions of Section 2.39 shall be provided to the Owner, dated as agreed with the Owner, properly signed and notarized and addressed to the Owner.

All keys to doors, panels or switches, special tools required for equipment and spare parts or supplies, as applicable, shall be accounted for and turned over to the Owner.

The Owner, will initiate action to advertise in the local newspaper regarding final payment to the Contractor and determining the date for payment.

Project Record Drawings (As-Builts) shall consist of one blackline copy of the completed project work with changes clearly marked and clouded and a CD-ROM. The CD-ROM disk shall include the marked up sheets in individual PDF format files and the electronic line work in the latest AutoCad drawing format. The electronic line work should be supplied such that all improvements are located on the Rifle grid i.e. UTM Z13 in metric (meter) scale. All drawings (electronic and hardcopy) should be clearly and neatly marked "RECORD DRAWING" in ½" block letters in the lower right quadrant of the sheet.

Item 14, above, shall be broken down into 1) cost of water system per individual street (including pipe, fittings, valves, services, hydrants, etc.), 2) sewer system (including pipe, services, manholes, etc.) per individual street, 3) storm drain and culvert system per individual street (including pipe, inlets, boxes, flared ends, manholes, etc.) and 4) individual street costs (including signals, signs, striping, asphalt, road base, curb, gutter sidewalk, grading, etc.).

PWM Section 2.43. RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not as a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law, including but not limited to tort remedies. The Contractor agrees that the economic loss rule as set forth in the Town of Alma v. Azco Construction, Inc., 10 p.3d 1256 (Colo. 2000) shall not serve as a limitation on the Owner's right to pursue tort remedies in addition to other remedies it may have against the Contractor. Such rights and remedies shall survive the acceptance of the Work or any termination of the Contract Documents. Contractor further specifically waives all provisions of Chapter 8 of Article 20 of Title 13, Colorado Revised Statues, regarding defects in the Work under the Contract. In the event any portion of this provision is deemed un-enforceable by a court of competent jurisdiction, the remaining portions of this provision shall survive.

Supplementary General Conditions

1.00 GENERAL

These Supplementary General Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

2.00 INSURANCE

The Contractor shall provide and maintain adequate Workmen's Compensation Insurance for all labor on the Work under this Contract. Protection under said policies shall extend to the Owner and Contractor. Certifications of such insurance shall be filed with the Owner prior to commencement of operations. Proof of carriage of insurance by subcontractors shall also be furnished.

2.01 Unless otherwise provided in these Supplementary General Conditions, Contractor shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary General Conditions or required by Law). This insurance shall include the interests of Owner, Contractor and Subcontractor in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary General Conditions, and shall include damages, losses and expenses arising out of, or resulting from, insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance, or otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off the site or in transit when such portions of the Work are to be included in an *Application for Payment*. Such coverage shall be provided until the issuance of a certificate of substantial completion. The policies of insurance required to be purchased and maintained by Contractor in accordance with section 2.32 of the Rifle Public Works Manual shall contain a provision that the coverage afforded will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to Owner.

2.02 All equipment shall be covered under the insurance requirements of the Contractor as stated under 2.01 above.

2.03 Coverage Required (minimum):

A. General Liability

1. Limits

a. Bodily Injury - $1,000,000 each person
$2,000,000 each occurrence

b. Property Damage - $1,000,000 each occurrence
$2,000,000 aggregate

2. Coverages

x Comprehensive Form
__ Premises-Operations Explosion
__ Collapse Hazard
__ Underground Hazard
x Products/Completed Operations Hazard
x Contractual Insurance
x Broad Form Property Damage
x Independent Contractors
x Personal Injury

B. Automobile Liability

1. Limits

a. Bodily Injury - $250,000 each person
b. Property Damage - $500,000 each occurrence
c. Combined - $600,000 each occurrence

2. Coverages

x Comprehensive Form
x Owned
x Hired
x Non-Owned

2.05 Certificates of Insurance from the contractor and subcontractor's insurance carriers shall name both the City of Rifle and CDOT as additional insured parties. Submission of Certificates of Insurance shall be provided prior to commencing any work.

3.00 TAX EXEMPTION.

Owner's tax-exempt number, when applicable, to be used as part of this project, will be provided to the successful bidder. The successful bidder shall then apply for sales tax exemption before working on a City Project. See www.revenue.state.co.us/PDF/dr0172.pdf. Subcontractors shall be provided copies of the contractor's sales tax exemption certificate to avoid paying taxes when purchasing materials to be incorporated in the City project. Therefore, these taxes should not be included in the cost for performing the work.

4.00 FINAL PAYMENT.

Lien waivers from all prime Contractors and Subcontractors to be provided prior to issuance of final payment.

5.00 COMPLETION TIME.

HA5 2023	Begin	Finish	Feb '23	March '23	April '23	May '23	June '23	July '23	Aug. '23	Sept. '23	Oct. 24
RFB	3/22/2023	4/13/2023									
NOA	5/3/2023	5/5/2023									
Construction	Jun-23	Oct-23									

6.00 OWNER'S REPRESENTATIVE.

Unless provided for otherwise in writing by the Owner, any on-site Inspector or Representative of the Owner shall not have the authority to render any binding decisions nor make any binding judgments to the Contractor pertaining to any work which may change the Contract price or time of completion, or to the quality of Work, or to the manner in which the Work is being performed. The Representative of the Owner shall serve as a means of communication between the Owner and the Contractor and shall monitor the Work for the Owner. Any communication given to the Representative of the Owner by the Contractor shall be considered as being given to the Owner.

7.00 SAFETY REQUIREMENTS.

Nothing in the Contract Documents shall be construed as relieving the Contractor from protecting all property and persons or from strictly adhering to all applicable local, state and federal safety requirements. Where there is a conflict between the Contract Documents and any applicable safety requirement, the safety requirement shall take precedence.

8.00 LAWS AND ORDINANCES.

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the contract or Work, and shall indemnify and save harmless the Owner and the Owner's agent against any claim arising from the violations of any such laws, ordinances and regulations, whether by the Contractor or his employees.

If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations, and without notice to the Engineer, he shall bear all costs arising there from.

9.00 WAIVER.

It is expressly understood and agreed that any waiver granted by the Engineer or Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same or any other terms, provisions or covenants of this Contract. Neither the acceptance of the Work by the Owner nor the payment of all or part of the sum due the Contractor hereunder, shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or otherwise.

10.00 PROTECTION OF PUBLIC UTILITIES AND OTHER ADJOINING PROPERTY.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to other property at the site or adjacent thereto, and he shall be liable for any and all claims for such damage on account of his failure to fully provide such protection.

The Contractor shall notify all public utility companies at least forty-eight (48) hours prior to commencement of any Work in the vicinity of the utilities. No Work shall commence until the utilities have been located and staked by the utility company or written consent to proceed has been given by the Owner. If utility service must be interrupted, the Contractor shall notify the head of local administrative services (i.e., City Manager, Mayor, and City Clerk), as applicable, and utility users affected by the interruption of service at least twenty-four (24) hours prior to interruption. Notice shall consist of publication in a local newspaper and/or announcement on local radio or television stations as determined by the Owner.

11.00 PROJECT PHOTOGRAPHS/VIDEOS

It is the Contractor's responsibility to take a sufficient number of pre-construction photographs/videos to resolve any disputes, which may arise regarding the conditions prior to and subsequent to construction. The Contractor shall provide copies of the pre-construction photographs/videos to the Owner prior to the start of work. Any potential problems should be identified at that time.

Progress and record photographs/videos shall be provided by the Contractor as appropriate to resolve any disputes and to completely document the work performed as a supplement to the Record Drawings. In general, the photographs/videos should be sufficient to show that all work was properly completed in accordance with the plans and specifications.

12.00 DAMAGE TO CONSTRUCTION.

The Contractor shall safeguard, until all work embraced by this Contract is formally accepted, all construction, both complete and incomplete, against damage and destruction, and should damage result, he will be required to reconstruct or repair it at his expense in a manner conforming to the Plans and Specifications, reconstruction shall be in a manner suitable to the Engineer.

13.00 PRE-CONSTRUCTION CONFERENCE.

A pre-construction conference shall be held within fifteen (15) days after the *Notice To Proceed*, at the Owner's place of business. The purpose of such meeting shall be to explain as required to the Contractor, the requirements of the Contract Documents, the procedures to be used in the administration of the Contract, the requirements of any funding Agencies, and to discuss any item of concern to the Work. The Contractor, Owner and Engineer, or authorized representative of each, shall be required to attend such meeting as a condition of the Contract.

14.00 BIDDER EXPERIENCE.

Upon request, bidder to provide documentation of relevant experience with reference to a minimum of three (3) projects of similar scope and size. Statement shall include equipment and manpower available for utilization on project. Supervisory personnel for project shall be provided. Qualification information shall be submitted as stated in section 3.0 of the "Instructions to Bidders".

16.00 PERFORMANCE AND PAYMENT BONDS.

Payment and Performance Bonds are required (section 2.26 of the general conditions and Agreement Documents section of the Project Manual).

17.00 WARRANTY INSPECTION.

At the Owner's discretion, a warranty inspection will be held during the sixty (60) calendar days prior to the expiration of the two-year warranty period. Contractor agrees to provide an authorized representative at such inspection to represent Contractor's interests. All defects identified during the inspection shall be corrected at Contractor's expense at direction of Owner in a timely manner. Corrective work shall be commenced within ten (10) calendar days after written notice to Contractor.

19.00 JOB SITE RESTRICTIONS.

19.01 Salvage. All materials to be removed from the project site or demolished on site shall be disposed of by the Contractor off the project site within five days.

19.02 Staging Area. Staging may utilize right of way if the contractor provides adequate warning cones, reflectors, etc. Contractor takes sole responsibility for leaving any equipment or materials in the City right of way.
19.03.Disposal Area. Owner's property is not available for a Contractor disposal area.

19.04 Working Hours. Work will normally be permitted after 7:00 a.m. and before 7:00 p.m. Monday through Friday. Other work hours must be approved by Engineer in writing. Work may be permitted on Saturday with 48 hours prior notification given to the Owner’s representative.

20.00 ARBITRATION.

Anything in the General Conditions of the Contract Documents not withstanding the choice to submit any dispute to binding arbitration shall be solely that of the Owner and no other party to this Contract shall have the right to submit any controversy to binding arbitration.

21.00 PAYMENT RETAINAGE.

Retainage on Pay Estimates shall be five (5) percent.

22.00 REFERENCE TO OWNER.

The City of Rifle will be the Owner of this project and will be referred to as Owner in the Agreement.

23.00 NOTIFICATION TO ADJACENT PROPERTY OWNERS.

Contractor shall provide constant communication with adjacent property owners to schedule and discuss impacts the contractor's work will have on their access and utility service.

Access to property owners adjacent to the work site shall be open at all times unless other arrangements are made a minimum of twenty-four (24) hours in advance.

24.00 DRAWING ACCURACY AND EXISTING UTILITIES.

Contractor shall provide constant communication with adjacent property owners to schedule and discuss impacts the contractor's work will have on their access and utility service.

As such, information relating to locations, sizes, or elevation of existing facilities should be considered only approximate. It shall be the responsibility of the Contractor to contact the appropriate representatives of utility companies, or utility locate companies, a minimum of 48 hours prior to the commencement of Work which might affect utility installations and to secure form such representatives information as to accurate location, size and type of such installations. The Contractor shall assume all responsibility for protection, repair and relocation of all such items encountered. Should repair or replacement be required, work shall be performed according to the requirements of the respective utility company.

25.00 ABBREVIATIONS.

Whenever the following abbreviations are used in these Specifications or on the Drawings, they shall be construed the same as the respective expressions represented:

AASHO or AASHTO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute, Inc.
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health & Environment
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard, U.S. Department of Commerce
FED. SPEC.	Federal Specifications
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupations Safety and Health Act (Federal and/or State)
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.

25.01 Standard Specifications Reference. Where reference is made in these Specifications to other Standard Specifications, it is the intent that the latest available revisions of the CDOT Standard Specifications referenced be used. All portions of the CDOT Standard Specifications referenced shall be considered a part of these Specifications unless specifically superseded herein.

In case of conflict between the drawings and specifications, the specifications shall govern. Figured dimensions on drawings shall govern over scale dimensions, detailed drawings shall govern over General Drawings and Special Conditions shall govern over Standard Specifications.

Any discrepancies between the drawings and specifications and site conditions; or any inconsistencies, errors, omissions or ambiguities in the drawings or specifications; or any errors or omissions in the layout as given by survey points and instructions shall be immediately reported to the engineer, in writing, who shall promptly verify and correct such inconsistencies or ambiguities in writing. Work performed by the contractor after such discovery, until authorized or corrected by the engineer, shall be done at the contractor's risk.

26.00 PERMITS AND EASEMENTS.

The Contractor shall be responsible for securing any and all access rights he may require for construction convenience with private individuals and landowners. The Contractor shall provide the Engineer evidence of agreements for such access rights. All other permits required should be secured prior to commencement of Work at the Contractor’s own expense.

The successful Contractor will be required to obtain a City of Rifle Contractor’s license for construction operation. Proof of insurance shall be required.

27.00 SUBSTITUTION OF MATERIALS.

At no time shall materials be substituted for those shown on the Drawings or called for in the Specifications unless written approval is obtained from the Engineer in writing prior to construction. Any deviation from the Drawings

and Specifications shall be accompanied by a written directive of the Engineer or his representatives. (See Article 6, General Conditions).

28.00 CONTROLLED AREA OF WORK.

The Contractor shall confine all the construction work and all related activities to the public roadways, utility easements, or construction areas designated by the Engineer. Access and egress to the work area shall be minimized to specific points.

29.00 INTERPRETATION OF ESTIMATED QUANTITIES.

Bidders are cautioned that the estimated quantities in the Bid Schedule are approximate only and are prepared for the comparison of bids. The basic of payment will be actual quantities of work performed and accepted or as stated in the Measurement and Payment section of each specification section. Prior to mobilization the contractor shall present their verification of quantities and final work plan for all aspects of work.

30.00 TEMPORARY FACILITIES.

The Contractor, at his expense, shall provide all necessary temporary facilities for his own convenience or to meet local, state, or federal requirements, including, but not limited to, potable water, sanitary waste facilities, power, telephone, etc. (See Article 6, General Conditions).

31.00 CLEAN-UP.

The Contractor will be responsible for immediately cleaning the job site during and after construction. A continuing effort shall be made through the duration of the contract to keep all areas clean and free of all rubbish, removed vegetation, construction waste, employee waste, debris and other objectionable materials generated from the project. All materials as part of this work shall be disposed off site in an acceptable manner. Final clean-up must be approved and accepted by the Owner before the contract may be considered complete.

32.00 MEASUREMENTS AND PAYMENT.

Payment for work done shall be as defined in *Bid Schedule*. Payment shall be complete compensation for the work unit completed and shall consist of furnishing and installing all materials, plant, equipment, labor and other items related to the work unless otherwise specified. All incidentals not specifically mentioned, but required to complete the Work, shall be paid for as part of the Work unit they are related to. All bid items shall be measured and paid in accordance with the appropriate section of the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction unless revised by the Standard or Project Special Provisions.

33.00 SUBMITTALS.

The Contractor shall submit submittal data, as defined in the General Requirements. Submittals shall be required on all items of the submittal schedule contained in the Technical Specifications.

34.00 COMMUNICATION.

Project will demand the need for communication with properties impacted by work performed. The Contractor shall notify, twenty-four (24) hours in advance of work, all property owners that may be affected by his work. This notification shall include times and duration of access or traffic interruptions. Anticipated interruptions shall be discussed with the City representatives daily.

The purpose of public notification is to reasonably inform the public of the work and to allow the public to schedule activities that may be impacted by the work. Owner, through its Representative, may stop work not consistent with the schedules prepared by the Contractor, which in the opinion of the Owner causes unreasonable hardship to the public.

Contractor shall designate an Information Coordinator who shall be on site during all work hours an shall be responsible for:

1. Preparing a weekly work schedule that includes planned type of work and areas of affected by work. Once schedule is confirmed, the City shall prepare door hangars for the Contractor to distribute the week prior.

2. Communication with adjacent properties of any change to traffic control that may affect their access via written notice for residents. The Contractor is responsible for any follow-up communications with residents after the initial door hangars are provided.

3. Communication with the media or by other means as appropriate, planned/scheduled changes in traffic control and other items that will affect the public traveling through the site. Also communicate with emergency services as to location of work and impacts.

4. Coordinate performed work to be consistent with weekly work schedule.

End of Section

Technical Specifications

These Technical Specifications supplement the specifications provided in the City Of Rifle Public Works Manual. All provisions, which are not so amended or supplemented, remain in full force and effect.

Submittal Schedule

Submittals on the items below must be accepted by the City Of Rifle prior to commencement of work.

High Density Mineral Bond

I General

1.1. SECTION INCLUDES A. Application of an asphalt-aggregate bond seal coat as a high-density roadway surface preservation treatment

1.2 REFERENCES

A. AASHTO Standards: T 59 Standard Method of Test for Emulsified Asphalts. T 111 Standard Method of Test for Mineral Matter or Ash in Asphalt Materials.

B. ANSI Standards: B74.8 Ball Mill Test for Friability of Abrasive Grain. 25

C. ASTM Standards: C 128 Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate. C 170 Compressive Strength of Dimension Stone. C 1326 Knoop Indentation Hardness of Advanced Ceramics. D 1644 Nonvolatile Content (Solids by weight). D 2196 Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield type) Viscometer. D 2486 Determining Wear Resistance in Cycles. D 2939 Emulsified Bitumens Used as Protective Coatings. D 3740 Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction. D 6937 Determining Density of Emulsified Asphalt. D 3960 Determining Volatile Organic Compound Content of Paints and Related Coatings. E 70 pH of Aqueous Solutions with the Glass Electrode.II Products

1.3 SUBMITTALS

A. Mix Design: Provide the following. Allow ENGINEER 10 days to evaluate the submittal.

1. Date of mix design. If older than 60 days from date of submission, recertify mix design.

2. Proportions of aggregate, filler, water, polymer, and emulsion in the mix.

3. Residual in-place bitumen content, in pounds per square yard.

4. Residual in-place aggregate or mineral solids content, in pounds per square yard.

5. Thickness target for each application coat, in gallons per square yard.

6. Total minimum thickness, in gallons per square yard.

7. Results of a wear resistance test current within one (1) calendar year of the proposed mix design.

B. Before Placement: Submit at least 48 hours before delivery.

1. Traffic control plan.

2. List of construction equipment to be used.

3. Certificate from emulsion supplier stating emulsion meets requirements in this section.

4. Names, certification levels, and years of experience of testing agency's field technicians that are assigned to the Work. Verify laboratory complies with ASTM standards.

5. Warranty.

C. Reports: If requested by ENGINEER, submit the following. 1. List of five (5) projects that have successful product applications on bituminous surfaces. Provide names of project contacts. 2. Source and field quality control testing reports performed by CONTRACTOR and Suppliers.

1.4 QUALITY ASSURANCE

A. Foreman of CONTRACTOR's crew or Supplier's representative has completed at least three (3) projects of similar scope. If crew foreman does not have such experience, Supplier must provide a full-time representative on site during application.

B. Use a laboratory that complies with ASTM D 3740.

C. Verify mixture delivered to site contains the same emulsion specified in the mix design.

D. Do not change source of the asphalt emulsion or aggregate without supporting changes in the mix design.

E. Reject product that does not meet requirements.

1.5 WEATHER

A. Temperature:

1. Apply surface treatment material if air and pavement surface temperatures in the shade are 55 deg F. and rising.

2. Cease application if air or pavement surface temperatures are projected to fall below 45 deg F. within 48 hours.

B. Moisture and Wind:

1. Do not apply surface treatment material to a wet surface (no visible standing water or high sheen), during rain, 24 hours prior to forecast rain, or in unsuitable windy weather.

2. Cease work if weather or other conditions prolong opening pavement surface to traffic.

1.6 NOTICE

A. Follow Laws and Regulations concerning when and to whom notices are to be given at least three (3) days before applying surface treatment material.
B. Indicate application time and when the surface can be used. If necessary, include a map showing closed-off areas.
C. Provide phone numbers of at least two (2) individuals who represent the CONTRACTOR who can be reached at any time during the work.
D. Warn of potential vehicle tow away and other construction issues affecting neighborhood.
E. Should work not occur on specified day, issue an updated notice.

1.7 ACCEPTANCE

A. General:

1. Acceptance is by Lot.
2. If non-complying material has been installed and no price for the material is specified, apply price adjustment against cost of work requiring complying material as part of its installation.
3. Dispute resolution.
4. Opening surface treatment to vehicular traffic does not constitute acceptance.
5. Observation of CONTRACTOR's field quality control testing does not constitute acceptance. Such testing, however, may be used by ENGINEER for acceptance if requirements are met.

B. Asphalt Binder:

1. Lot size is total contracted product placement. Sub-lot size is one (1) day's production.
2. Of all sub-lot samples collected, randomly select one and test it for the physical properties in this section. The lot is acceptable if this single test meets requirements. If the test does not meet requirements, continue testing other samples for compliance.
3. At ENGINEER's discretion, a lot with deficient sub-lot properties may be accepted if pay for the lot is reduced using one of the following applicable pay factors, or lot may be accepted at 50 percent pay if lot is in Reject.

Pay Factor	Number of Non-Complying Tests
1.00	0
0.90	1
0.80	2
0.70	3
Reject	4

C. Placement:

1. Mat appearance.
   a. No runoff onto concrete curbs, gutter pans, and shoulders.
   b. No streaking, drilling, drag marks, or squeegee marks.
   c. No light spots.
   d. No de-bonding.
   e. Straight longitudinal edges with proper joints.
2. Mat thickness, bitumen content and aggregate content.
   a. Lot size is one (1) day's production. Sub-lot size is 0.5 lane mile.
   b. Collect and test five (5) equally spaced samples from the initial sub-lot. Upon review of the initial sub-lot test results and at ENGINEER's discretion, acceptance of subsequent sub-lots may be based upon one or less samples from each subsequent sub-lot.
   c. Pay Adjustment: Not applicable. Correct mat deficiencies at no additional cost to OWNER.

1.8 WARRANTY

A. Both the CONTRACTOR and Supplier shall provide a five (5) year minimum written warranty when the existing pavement is in an appropriate condition (CONTRACTOR and Supplier to determine condition). Warranty covers delaminating, peeling and pre-mature surface wear.

1. Before placement notify ENGINEER if pavement condition or application condition voids the warranty.
2. ENGINEER may allow or cancel product application at no cost to OWNER if warranty cannot be given.

B. Acceptable performance after five (5) year period is no delaminating, peeling, or inter-aggregate loss in surface wear. Mechanical

disturbances by snow plow chatter, studded tires, etc. are excluded from warranty. Repair defective coverage at no additional cost to OWNER.

PART 2 PRODUCTS

2.1 ASPHALT BINDER

A. Crack Pouring Asphalt: Rubberized asphalt or asphalt rubber hot pour.

B. Tack Coat: SS or CSS grade. Use a tack coat that is compatible with seal coat application.

C. Emulsified Asphalt: Inorganic, non-ionic, thixotropic mineral colloid at 25 deg C that meets the following requirements.

Inorganic is defined as a non-carbon based emulsifier.

Table 1 – Emulsion Properties

Criterion	Standard	Min	Max
Brookfield Viscosity at 77 deg F (Spindle 5, 20 rpm), cPs	ASTM D 2196	11,000	20,000
pH	ASTM E 70	5.0	7.5
Density, lbs/gal	AASHTO T 59	8.5	9.0
Asphalt Cement Content, percent by weight	ASTM D 2172	45	50
Solids Content, percent by weight	AASHTO T 59	50	54
Ash Content, percent by weight	AASHTO T 111	4.0	6.0

2.2 AGGREGATE

A. Clean and free from organic matter or other detrimental substances. Composed of sand, clay, slate and corundum. Properties of slate and corundum as follows.

1. Slate

Table 2 – Slate

Physical Properties			
Criterion	**ASTM**	**Min**	**Max**
Specific gravity	C 128		2.7
Compression, psi	C 170	11,000	

2. Refined Corundum:

Table 3 – Corundum

Physical Properties			
Criterion	**Standard**	**Min**	**Max**
Specific Gravity	ASTM C 128	3.9	
Knoop 100 Hardness	ASTM D 1326	2,000	
Ball Mill Friability (14 grit)	ANSI B74.8		50

2.3 ADDITIVES

A. Water is clean, non-detrimental, and free from salts and contaminant.

B. Polymers and other additives as necessary to achieve mix design performance.

2.4 MIX DESIGN

A. Completed high density mineral bond material, prior to being loaded for install, must meet the following requirements

Table 4 – Mix Properties

Criterion	Standard	Min	Max
Asphalt Content, percent by weight	ASTM D 2172	17	20
Solids Content, percent by weight	ASTM D 1644	55	63
Initial Brookfield Viscosity at 77°F (Spindle 4, 20 rpm), cPs	ASTM D 2196	5,500	9,000
Ash Content, percent by weight	AASHTO T 111	38	
Ash Content of Solids, percent by weight (a)	AASHTO T 111	65	
Density, lbs/gal	AASHTO T 59	11	
pH	ASTM E 70	6.0	8.0
Total Inorganic Aggregate Content, percent by weight (b)	AASHTO T 111	37	
Total Sand Content, percent by weight			6.0
Maximum VOC, g/L	ASTM D 3960		5
Resistance to Re-emulsification	ASTM D 2939	No re-emulsification	
Wear Resistance, percent loss by weight (c)	ASTM D 2486		4

NOTES:

(a) Ash content as a percentage of solids content.

(b) Ash content of completed mix minus ash content of base non-ionic emulsion.

Total inorganic aggregate content is defined as slate, refined corundum, and sand.

(c) ASTM D 2486 (Modified): Prepare sample at 48 wet mils on glass panel. Dry at 77 deg F for three (3) days. Immerse in water for 24 hours at 77°F. Test scrub resistance with 1,000 gram brass brush for 12,000 cycles. Report percent of dry film lost.

PART 3 EXECUTION

3.1 CONSTRUCTION EQUIPMENT

A. Paver: Use a continuous flow mixing unit.

1. Capable of applying at least 15,000 square yards of material per day.
2. Equipped with full sweep agitation system to assure proper suspension of fine aggregates.
3. Equipped with an operator control station that adjusts material spread rate in accordance with project calibration process.
4. Equipped with a filtering system to catch particles that plug nozzles.
5. Equipped with a retractable spray bar capable of applying mixture without drilling. The bar should be positioned to meet calibration requirements.

B. Storage Tanks:
1. When delivering mix from the central mixing plant to a job site storage tank, use only storage tanks with a capacity to contain the entire transport load.
2. Ensure that all site storage tanks have internal full sweep mixing mechanisms and mixing capability that can provide at any given point in the tank a homogenous mix.

3.2 PREPARATION

A. Paver Calibration: On a test strip at least 300 feet long, determine the correct pump settings, spray bar height, and ground speed for the application equipment. Apply material with pump settings at 80 percent of maximum output (plus or minus 5 percent) and a ground speed of 300 to 400 feet per minute.
1. Do not begin or continue application without ENGINEER's knowledge of the calibration process and equipment settings.
2. Do not deviate from calibration settings without ENGINEER's knowledge.

B. Surface Repair: Method of payment to be determined by ENGINEER if any of the following repairs are required.
1. Raising low areas to grade, lowering high areas to grade, hole patching, inlays.
2. Providing tack coat on highly absorbent, polished, oxidized, or raveled asphalt surfaces or on brick and concrete surfaces.
3. Crack sealing and crack repairing.
4. Pushing or shoving pavement repairs.
a. Mill damaged area at least three (3) inches below required surface elevation.
b. Install and compact three (3) inches of PG64-22, SX-75 asphalt concrete.

C. Masking: Mask-off Street Fixtures, end of streets, intersections.

D. Traffic Control:
1. Implement traffic control plan requirements. Provide safe passage for pedestrians and vehicles. Do not proceed without flaggers if work requires maintaining two-way vehicular traffic.
2. Grind off existing pavement markings and lane stripes. If existing markings and stripes are to be reestablished, use reflective tabs to mark existing locations before applying surface treatment material. Unless specified otherwise, cost is included in the work of this section.

E. Cleaning:

1. Remove loose material, mud spots, sand, dust, oil, vegetation and other objectionable material.
2. Do not flush water, or apply pressurized water over cracked pavement unless ENGINEER allows its' use and a sufficient time is allowed for drying.

3.3 PROTECTION

A. Trees, Plants, Ground Cover:
1. Protect trees, plants and other ground cover from damage.
2. Prune trees properly to allow equipment passage underneath. Repair tree damage at no additional cost to OWNER.

B. Protect structures, curb, gutter, sidewalks, guard rails, guide posts, etc. from physical damage.

3.4 APPLICATION

A. General: Two separate applications coats are required. The first application must be thoroughly set and free of any damp areas before the second application begins.

B. Spreading:
1. Keep material delivery at a constant rate even if forward speed of lay-down machine varies.
2. Do not reduce application rate along edges or around manhole covers.
3. Apply both applications right to the edge of the pavement. Do not leave uncovered areas near curbs, Street Fixtures, or edges on either application.
4. Make straight lines at all locations.
5. Place product out to right-of-way line on side streets and intersections.
6. Use hand squeegees to spread mix in areas that cannot be reached with distribution spray bar.
    a. Provide complete and uniform coverage.
    b. Avoid unsightly appearance from hand work.

C. Joints:
1. Make transverse joints straight-cut butt type, not over-lap type.
2. Place longitudinal joints on lane lines. Limit overlap to three (3) inches maximum.
3. Stop and correct paving operation if longitudinal or transverse joints have uncovered areas or unsightly appearance.

D. Lines:
1. Make straight lines along lip of gutters, shoulders, end of streets, and in street intersections. No runoff on these areas will be permitted.
2. Vary edge lines no more than one (1) inch per 100 feet.

3.5 TOLERANCES

A. First application = ***0.20 gallons per square yard minimum.***
B. Second application = ***0.16 gallons per square yard minimum***.

3.6 FIELD QUALITY CONTROL

A. Emulsion density testing, AASHTO T 59. If testing shows material non-compliance, remove installed product and halt operations until new material is delivered and is known to be in compliance.

B. Measure the total amounts of material installed, and verify it meets the application rate.

3.7 AFTER APPLICATION

A. Raise reflective tabs that were covered over by application.
B. Clean Street Fixtures.
C. Do not apply permanent pavement markings or striping material until layout and method of payment has been determined by ENGINEER, and final application of surface treatment material has been in place at least 10 days, or as permitted by ENGINEER. Layout must be verified by ENGINEER prior to application.

3.8 REPAIR

A. Remove delaminated or non-compliant product found after installation and apply acceptable product.
B. Remove spatter, mar and overcoat from curb, gutter, sidewalk, guard rails, guide posts, etc.
C. Remove overcoat from Street Fixtures.
D. Make edge and end lines straight. Provide a good appearance.
E. Leave no streaks, holes, bare spots, or cracks through which liquids or foreign matter could penetrate to the underlying pavement.
F. Repair collateral damage caused by construction.

3.9 OPENING TO TRAFFIC

A. Cure time depends on type of asphalt, mixture characteristics and weather. Keep traffic off surface until material does not track out.

Required Bid Documents

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the project title (and, if applicable, the designated portion of the project for which the Bid is submitted) and name and address of the Bidder and accompanied by the required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Any submission received after the advertised Bid Opening shall be returned unopened to the sender. Required Bid Documents are in the Bid Submittal Checklist Below

✓ **Bid Form**

✓ **List of Materials Suppliers/ Subcontractors**

✓ **Contractor's License**

✓ **Bid Schedule**

✓ **Bid Bond**

CITY OF RIFLE

BID FORM

FOR CONSTRUCTION OF:

High Density Mineral Bond 2023

DATE: April 12, 2023

OWNER: City of Rifle
202 Railroad Avenue
Rifle CO 81650
Attn: Craig Spaulding

BIDDER: Name of Bidder Andale Construction, Inc.

Address of Bidder 3170 N. Ohio St.

Wichita, KS 67219

Phone Number 316-832-0063

Email Address jackie@andaleconstruction.com

Contact Name Jackie Bearden

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement with the Owner to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and bonds, insurance, submittals; and all fees as indicated or specified in the Contract Documents to be performed or furnished by BIDDER for the amount identified and detailed in the BID SCHEDULE and further totaled below ("Bid Proposal Amount"):

Two Hundred Five Thousand Five Hundred Forty Three Dollars and Fifty One Cents (written) Dollars($ 205,543.51) (numeric)

CITY OF RIFLE
BID FORM page2

DOCUMENTS AND ADDENDA:
The BIDDER submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications. Also, he has thoroughly reviewed the proposal form, Instructions to Bidders, General Conditions, Supplementary Conditions, General Requirements, and the Specifications and Drawings, and acknowledges that the following addenda covering revisions to the drawings and/or specifications, and the cost, if any, of such revisions has been included in the Total Bid Price.

N/A

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

CHANGES TO THE WORK:
BIDDER agrees to perform all the WORK for the Total Base Bid price identified in the "Bid Proposal Amount." If circumstances arise during construction of this project which dictate a change in quantity, then the pricing for that particular portion of the job will be adjusted up or down with the BIDDER'S Schedule of Values (as included in the Contract Documents) to the revised quantity required by the construction circumstances of these plans. Final payment will be based upon count or measurement of items in place upon completion of the project at the units of measure and unit prices, with the exception of lump sum items.

For changes not covered by a contract unit price, BIDDER proposes that all such changes ordered to the work which increases the Scope of Work shall be priced in advance of the work and such unit prices will be approved by the Owner prior to commencement of work.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:
By signing and submitting this Bid Proposal, the BIDDER certifies that upon demand, Performance and Labor & Material Payment Bonds can be furnished in amounts sufficient to cover the total proposed cost of work.

TIME OF COMMENCEMENT, COMPLETION, AND DAMAGES:
The BIDDER agrees that, if awarded the Contract, the Work will be substantially complete, ready for occupancy by Owner, according to the schedule submitted by BIDDER of within the indicated construction durations specified within the Contract Documents except for delays caused by Acts of God, neglect of the Owner or the

Representative of the Owner or other causes beyond the BIDDER'S control, and allows for no time due to labor disputes or strikes. Weather (unless severe) is not considered as an excuse for delay of the work.

Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed under the Agreement for the Completion of the work, the new time limits shall be of the essence of the Agreement.

GENERAL AGREEMENTS:
The BIDDER agrees to the following:

The BIDDER has had an opportunity to examine the Site of the work and has examined the Contract Documents therefore.

The BIDDER has carefully prepared the bid proposal upon the basis thereof and has carefully examined and checked the Bid Proposal and the materials, equipment and labor required thereunder, the cost thereof, and figures therefore, and hereby states that the amount or amounts set forth in the Bid Proposal is, or are, correct and that no mistake or error has occurred in the Bid Proposal or in the BIDDER's computations upon which the Bid Proposal is based and the BIDDER agrees that no claim for reformation, modification, rescission or correction of the Bid Proposal will be made after the scheduled closing time for the receipt of Bid Proposals.

The BIDDER understands that the Owner reserves the right to reject any or all Bids for any or no reason and to waive any informality in the bidding.

The BIDDER understands that this Bid shall not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

The BIDDER understands that unless a bid item is included on the "Bid Schedule", no separate payment shall be made for items required to complete the work in accordance with the contract. If included on the bid schedule, then work under the item will be paid at the unit or units given and shall include all necessary work complete and in place.

In preparing the Bid Proposal, the BIDDER has verified and is reasonably assured of the availability of all labor, materials, and products in this document.

The BIDDER has carefully reviewed the Bid Documents in their entirety and has agreed to meet these requirements.

CITY OF RIFLE
BID FORM page 4

DOCUMENT EXECUTION:

DATED This 12th day of April, 2023

Andale Construction, Inc.

(Name of Firm)
3170 N. Ohio St.

(Street Address)
Wichita, KS 67219

(City, State, Zip)

(Signature)
Peter J. Molitor

(Printed Signature)
President

(Title)
Please check as appropriate:

_____ An individual

_____ A Partnership Between:

✓ A Corporation organized under the laws of the State of Kansas

END OF BID FORM

LIST OF MATERIALS SUPPLIERS / SUBCONTRACTORS

Provide the name of the materials supplier or subcontractor included in your base bid price. Any changes in the providers listed below can be made only with the approval of the Owner. Any amount of work greater than 10% of the amount bid shall be considered as a subcontractor/Materials Supplier.

Name of Subcontractor /Materials Supplier	Work Item Performed or Provided	% of Value
IPS - Integrated Pavement Solutions	HA5 High Density Mineral Bond	100%

CITY OF RIFLE

January 27, 2021

Subject: HA5 – Sole Source

To whom it may concern,

This letter serves as documentation that Andale Construction is the only approved contractor authorized and qualified by Integrated Pavement Solutions to install HA5 High Density Mineral Bond in the Texas market.

HA5 High Density Mineral Bond is a sole source product and the only product meeting the rigorous specification of a High Density Mineral Bond established by engineering professionals.

Andale Construction has invested in all the necessary equipment and trained crews to successfully complete High Density Mineral Bond projects.

Why Sole Source? A High Density Mineral Bond requires specific emulsification properties processed with distinct components for time-tested performance results. The differentiator is the durability of the product and its effectiveness at reducing the deterioration of the asphalt binder as demonstrated over the previous 19 years in various climate types around the U.S.

If you would like a High Density Mineral Bond specification, or have questions about it, please contact me at (435) 862-8064.

Warm Regards,

Mark Beatty
Sr. Vice President
Integrated Pavement Solutions (IPS)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as Amended) and be authorized to transact business in the state where the project is located.

CONTRACTOR'S LICENSING STATEMENT FORM

The undersigned is licensed in accordance with the laws of Colorado providing for the registration of Contractors: License Number 061986; Class D.

Name of Contractor's Firm Andale Construction, Inc.

Business Address and Telephone Number 316-832-0063

3170 N. Ohio St. Wichita, KS 67219

Name of Individual Owner (print) _____

Signature of Owner _____

OR

Signature, Title, and Address of members signing on behalf of the partnership:

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

Name _____ Title _____

Address _____

OR

Corporation organized under the laws of the State of Kansas

Peter J. Molitor - President
Signature of President of Corporation

Jennifer Champion - Corporate Treasurer
Signature of Secretary of Corporation

{Place Seal Here}

The City of Rifle, Colorado

City Hall, 202 Railroad Ave, Rifle, CO 81650

CONTRACTOR - SPECIALTY

This License is Granted To:

Andale Construction Inc
3170 N Ohio St
Wichita, KS, 67219

License Number:

061986

Business Type

CONTRACTOR LICENSE

Expiration

12/31/2023

The City of Rifle Colorado

2023

Date Issued

11/2/2022

Bid Schedule

HA5 2023

	Unit	Qty	Unit Cost	Cost
High Density Mineral Bond Deerfield, CDOT ref. 202	SY	27891	3.57	99,570.87
High Density Mineral Bond Highlands, CDOT ref. 202	SY	22152	3.57	79,082.64
Mobilization, CDOT ref 626	LS	1	6,091.00	6,091.00
Traffic Control, CDOT ref 630	LS	1	5,347.00	5,347.00
Citizen Notifications, supply and distribute door hangers	LS	1	452.00	452.00
Minor Contract Revisions	MCR	1	$ 15,000.00	15000

TOTAL BID PRICE $ 205,543.51

Total Bid Price in Words Two Hundred Five Thousand Five Hundred Forty Three Dollars and Fifty One Cents.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Andale Construction, Inc.
3170 N. Ohio Street, Wichita, KS 67219

as Principal, and Old Republic Surety Company
P.O. Box 1635, Milwaukee, WI 53201-1635 (262) 797-2640

held and firmly bound unto City of Rifle, Colorado
202 Railroad Avenue, Rifle, CO 81650

in the penal sum of Five Percent (5%) of Amount Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 13th day of April, 2023. The condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF RIFLE, COLORADO**, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the High Density Mineral Bond 2023

NOW, THEREFORE,

[a] If said Bid shall be rejected, or

[b] If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Andale Construction, Inc.

_____ (L.S.)
Principal

Old Republic Surety Company
Surety

By: _____
C. Stephens Griggs, Attorney-in-Fact

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL, EVAN D. SIZEMORE, CHARISSA D. LECUYER, REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, VERONICA LAWVER , LAUREN SCOTT, HILLARY D. SHEPARD

ERIN C. LAVIN KELLIE A. MEYER of Kansas City, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)***, as follows.

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-5654

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 13th day of April, 2023.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-06)

LOCKTON COMPANIES, LLC

CITY OF RIFLE
PURCHASE REQUEST

1.	**Vendor Name** NEW: W-9 attached ☐
	Andale Construction, Inc.

2.	**Vendor Address**
	3170N. Ohio St Wichita, KS 67219

3.	**For the Purchase of (description)**
	Construction Services Associated with the 2023 High Density Mineral Bond Project

4.	**Amount Requested**	**Amount Budgeted**	**Finance Director Verified Funds Avail.**
	$205,543.51	$200,000	

5.	**Dept. Name**	**General Ledger Acct #**
	Street Improvement Fund	201-4312-400-641

6.	**Type of Purchase**
✔	Capital Construction
☐	Capital Construction – Change Order
☐	Capital Equipment
☐	Plant Equipment
☐	Materials, supplies, non-profession/technical services (includes computer/software maint.)
☐	Professional Services
☐	Utilities (includes equipment installation and ongoing contracts)
☐	Land, easements, ROW

7.	**Purchasing Process Required (Rifle Municipal Code sections for guidance)**		
☐	Cooperative Purchasing:	Sec 4-3-90	
☐	Open Market:	Sec. 4-3-40(c)	
☐	Comparative Pricing:	Sec. 4-3-40(d)	
☐	Request for Proposal:	Sec. 4-3-40(e)	(attach bid tab)
✔	Competitive Sealed Bid:	Sec.4-3-40(f)	(attach bid tab & advertisement)
☐	Sole Source:	Sec. 4-3-40(a)	(attach memo)

8.	**Authorization Required**
☐	City Manager
✔	City Council

9.	**Signatures**		
	Position	**Signature**	**Date**
	Department Director		
	City Manager		
	City Council Approval (meeting date)		
10.	**Purchase Order # assigned by Finance**		

FOR FULL CITY OF RIFLE PURCHASING PROVISIONS CLICK HERE

TABLE 1 - IS A PURCHASE ORDER NECESSARY

Amount of Purchase	*Is Purchase Order Needed*	*Method of Source Selection*
$0.01 - $10,000	No – Dept Head Approval	No special sourcing
$10,000.01 - $25,000	Yes – City Manager Approval	Yes – see table 2 below
$25,000.01 or Greater	Yes – Council Approval	Yes – see table 2 below

TABLE 2 - METHODS OF SOURCE SELECTION

Methods of source selection	*Contract limits*
Competitive sealed bidding	Greater than $50,000.00
**Competitive sealed proposals	Greater than $10,000.00 and less than $50,000.00**.

**Greater than $50,000 allowed for Construction Manager/General Contractor proposals, or similar type proposal.

Small purchases	Less than $10,000.00 - DEPARTMENT HEAD DISCRETION

TABLE 3 - LOCAL VENDOR PREFERENCE

Contract Amount	Primary Preference In City Limits	Secondary Preference In County Out of City
Less than $1,000	10% discount	5% discount
$1,001 to $5,000	8% discount	4% discount
$5,001 to $25,000	6% discount	3% discount
$25,001 to $100,000	5% discount	2% discount
$100,000 to $200,000	4% discount	2.5% discount
$200,001 to $500,000	3% discount	1.5% discount
$500,000 or greater	2% discount	1% discount

Agenda Item #8.b.

Agenda Item Name:
Consider Leasing Property from Rifle Regional Economic Development Corporation (RREDC)

Presenter:
Tommy Klein, City Manager

Item Description:
Consider Leasing Land from the Rifle Regional Economic Development Corporation (RREDC)

Recommended Action:
Move to lease land identified as Parcel 217715400061 by the Garfield County Assessor's Office from the Rifle Regional Economic Development Corporation.

Fiscal Impact:
If approved, the City will pay $1.00 for the term of the lease. The lease expires on December 31, 2025 or until converted to a third party.

Operational Impact:
None

Prior Board Motions:
In late 2018, former City Manager Jim Nichols signed a lease for the same piece of property.

Background Information:
Former Rifle City Manager Jim Nichols signed a lease for this property that began on January 1, 2018. The lease expired on December 31, 2019.

Executive Summary:
Former Rifle City Manager Jim Nichols signed a lease for this property that began on January 1, 2018 and expired on December 31, 2019. The new lease is retroactive to December 31, 2019 and it will expire December 31, 2025 unless the property is transferred to a third party.

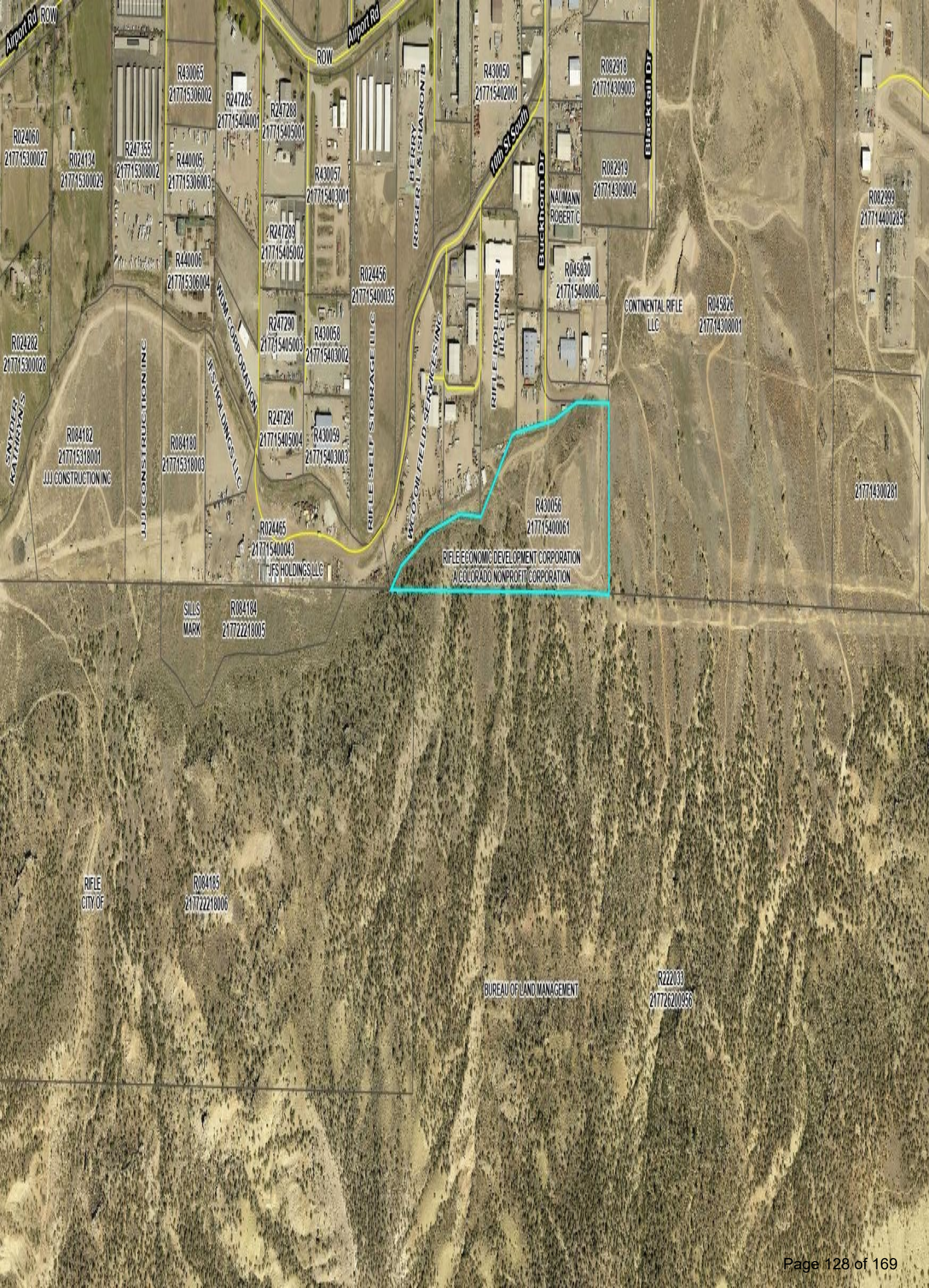
A map of the property is attached for your review. The land is located in the City limits at the dead end of Buckhorn Drive and it borders BLM and City of Rifle property. The City would like to continue leasing the property to facilitate access to public lands. The area will not be maintained or improved.

In the event that the RREDC locates a suitable buyer or renter for the property, we will relinquish the lease.

Notification Requirements:
None

Prepared By:
Tommy Klein, City Manager

Attachments:
1. Property Map
2. RREDC Lease 2018-2019
3. RREDC Lease 2020-2025


Airport Rd
ROW
Airport Rd
ROW
R430065
2177115306002
R247285
2177115404001
R247288
2177115405001
R430050
2177115402001
R082918
2177114309003
R024060
2177115300027
R024134
2177115300029
R247355
2177115308002
R440005
2177115306003
R430057
2177115403001
700th St South
Buckhorn Dr
Blacktail Dr
R082919
2177114309004
R082999
2177114400285
NAUMANN
ROBERT C
R247289
2177115405002
R440006
2177115306004
R024456
2177115400035
R045830
2177115408008
CONTINENTAL RIFLE
LLC
R045826
2177114308001
R024282
2177115300028
R247290
2177115405003
R430058
2177115403002
WOM CORPORATION
JFS HOLDINGS LLC
RIFLE SELF STORAGE LLC
WC OILFIELD SERVICES INC
RIFLE HOLDINGS I
LLC
SNYDER
KATHRYN S
JJJ CONSTRUCTION INC
R084182
2177115318001
JJJ CONSTRUCTION INC
R084180
2177115318003
R247291
2177115405004
R430059
2177115403003
2177114300281
R430056
2177115400061
RIFLE ECONOMIC DEVELOPMENT CORPORATION
A COLORADO NONPROFIT CORPORATION
R024465
2177115400043
JFS HOLDINGS LLC
SILLS
MARK
R084184
2177122218005
RIFLE
CITY OF
R084185
2177122218006
BUREAU OF LAND MANAGEMENT
R222033
2177126200956

PROPERTY LEASE

This LEASE is made by and between RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION, a Colorado nonprofit corporation ("Lessor") and the CITY OF RIFLE, COLORADO, a municipal corporation ("Lessee").

WITNESSETH:

WHEREAS, Lessor owns certain real property described on Exhibit A attached hereto and incorporated herein by this reference located in Rifle, CO 81650 (the "Property");

WHEREAS, Lessee desires to lease from Lessor the Property for public recreational and municipal uses; and

WHEREAS, the parties desire to set forth the terms and conditions of the Lease of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by this reference.

2. Term of Lease. The Lease shall commence on January 1, 2018 and continue to 11:59 p.m. on December 31, 2019; provided, however, this Lease shall terminate upon conveyance of the Property from Lessor to an unrelated third party or submission to the City of Rifle of a site plan, building permit, or other land use approval for use or development of the Property. Lessee shall have fifteen (15) days from the date of conveyance of the Property or of a land use submission resulting in termination of the Lease in which to vacate the Property.

3. Rent. The total rent for the term of the Lease shall be one-dollar ($1.00) payable to Lessor in advance.

4. Survival Upon Conveyance. If the Property is sold, conveyed, or ownership of the Property is otherwise transferred, this Lease shall continue for fifteen days (15) to allow Lessee to vacate the Property.

5. Permitted Uses. The Property may be used by the Lessee for municipal uses. Installation of any permanent structures shall require written consent of the Lessor. Lessee shall be responsible for ensuring that drainage is not adversely affected by any grading, landscaping, and other activities altering the surface of the Property. No other use shall be made of the Property without the prior written consent of the Lessor.

6. Maintenance of Property. Lessee shall be responsible for maintaining the Property, including weed removal, trash removal, and otherwise preserving the Property in a neat and clean condition that is in compliance with relevant City, County, and State laws.

7. Insurance and Indemnification. Lessee shall hold Lessor harmless from, and indemnify and defend Lessor against any damages, liability or claims arising out of or incident to the use of the Property by Lessee, its invitees, licensees, guests, sublessees, subcontractors or employees. Lessee shall defend any litigation at its own cost and expense which may be brought against Lessor or Lessee, arising out of the Lessee's use of the Property. In furtherance thereof, Lessee shall provide liability insurance coverage for the Property and name Lessor as an additional insured.

8. Utilities. Lessee shall be responsible for and pay the cost of all utilities incurred as a result of Lessee's use of the Property.

9. Sublease. Lessee shall not sublet the Property (or any part thereof) without the prior written consent of Lessor. No sublease shall relieve Lessee from its obligations hereunder, unless expressly so provided. Any sublessee shall add Lessor as an additional insured on any required insurance. All activities by sublessee shall be in conformance with all relevant City, County, and State laws.

10. Tax Exemption. Lessee agrees to reasonably assist Lessor with a tax exemption request arising from the Lease to the extent that such assistance does not cause Lessee to incur any additional costs.

11. Property Taxes. Lessor shall be responsible for any and all taxes and assessment levied, assessed, or imposed against the Property.

12. Governmental Immunity Act. No term or condition of this Lease 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, C.R.S. §§24-10-101 *et seq.*

13. Notices. Written notices required under this Lease and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to Lessee:
City Manager
P.O. Box 1908
Rifle, Colorado 81650

If to Lessor:
Rifle Regional Economic Development Corporation
P.O. Box 823
Rifle, Colorado 81650

14. Authority. Each person signing this Lease, represents and warrants that said person is fully authorized to enter into and execute this Lease and to bind the party it represents to the terms and conditions hereof.

15. Section Headings. The section headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

16. Governing Law. This Lease shall be interpreted in accordance with and governed in all respects by the laws of the State of Colorado.

17. Severability. If any provision, or any part of any provision of this Lease shall for any reason be held to be invalid, unenforceable or contrary to public policy or any law, then the remainder of this Lease shall not be affected thereby.

18. Counterparts. This Lease may be signed by the parties in counterparts, and each signed counterpart shall become part of the final Lease and shall have the same force and effect thereof. A copy of any signature on a signature page shall be as valid and binding as an original signature.

19. Attorney Fees. In the event of a breach of this Lease, the prevailing party shall be entitled to reasonable attorney fees and costs. This provision shall survive the termination of this Lease.

CITY OF RIFLE, COLORADO

James Nichols, City Manager

ATTEST:

City Clerk

CITY OF RIFLE SEAL GARFIELD COUNTY, COLORADO

RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION

By:

Michael Johnson, President

Exhibit

A

A PARCEL OF LAND SITUATE IN THE SE1/4 OF SECTION 15 AND THE SW1/4 OF SECTION 14, TOWNSHIP 6 SOUTH, RANGE 93 WEST OF THE SIXTH PRINCIPLE MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 15 A STONE MONUMENT FOUND IN PLACE; THENCE SOUTH 88°56'42" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 15, 1462.46 FEET, A REBAR AND CAP LS NO. 13501 FOUND IN PLACE; THENCE DEPARTING SAID SOUTHERLY LINE NORTH 51°05'11" EAST 77.70 FEET A REBAR AND CAP LS NO. 13501 FOUND IN PLACE; THENCE NORTH 66°50'11" EAST 242.00 FEET A REBAR AND CAP LS NO. 13501 FOUND IN PLACE; THENCE NORTH 77°18'11" EAST 234.00 FEET A REBAR AND CAP LS NO. 13501 FOUND IN PLACE; THENCE SOUTH 88°57'49" EAST 164.50 FEET A REBAR AND CAP LS NO. 13501 FOUND IN PLACE; THENCE NORTH 47°04'11" EAST 328.20 FEET A REBAR AND CAP LS NO. 13501 FOUND IN PLACE; THENCE NORTH 76°29'36" EAST 36.81 FEET TO THE SOUTHWEST CORNER OF THE FINAL PLAT OF BUCKHORN BUSINESS PARK FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 552695, A REBAR AND CAP LS NO. 19598 FOUND IN PLACE; THENCE NORTH 82°31'58" EAST ALONG THE SOUTHERLY LINE OF SAID BUCKHORN BUSINESS PARK 293.50 FEET TO A REBAR AND CAP LS NO. 31143 SET IN PLACE; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 73°37'58" EAST 224.04 FEET TO THE SOUTHEAST CORNER OF SAID BUCKHORN BUSINESS PARK, A REBAR AND CAP LS NO. 13501 FOUND IN PLACE; THENCE DEPARTING SAID SOUTHERLY LINE NORTH 00°30'39" WEST ALONG THE EASTERLY LINE OF SAID BUCKHORN BUSINESS PARK 50.00 FEET, A REBAR AND CAP LS NO. 19598 FOUND IN PLACE; THENCE DEPARTING SAID BUCKHORN BUSINESS PARK NORTH 89°29'21" EAST 200.00 FEET TO A REBAR AND CAP LS NO. 31143 SET IN PLACE; THENCE SOUTH 00°30'39" EAST 550.81 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 14 (WHENCE THE SOUTH ¼ OF SAID SECTION 14, BEARS SOUTH 89°58'50" EAST 2434.46 FEET) A REBAR AND CAP LS NO. 31143 SET IN PLACE; THENCE NORTH 89°58'47" WEST ALONG SAID SOUTHERLY LINE 200.01 FEET TO THE POINT OF BEGINNING.

Owner Information
RIFLE ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION
136 EAST THIRD STREET
RIFLE, CO 81650
Parcel Number: 217715400061
Site Information
Acres: 11.376
Account Number: R430056
450
194
346
352
Last Chance Ditch
Dry Creek
0 400 800 1200 1600 2000
Feet
This map is for illustrative purposes only and does not represent a survey. It is provided "as is" without warranty

PROPERTY LEASE

This LEASE is made by and between RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION, a Colorado nonprofit corporation ("Lessor") and the CITY OF RIFLE, COLORADO, a municipal corporation ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor owns certain real property described on Exhibit A attached hereto and incorporated herein by this reference located in Rifle, CO 81650 (the "Property");

WHEREAS, Lessee desires to lease from Lessor the Property for public recreational and municipal uses; and

WHEREAS, Lessee has been in possession of the Property as a holdover tenant pursuant to a prior Lease and desires to memorialize its possessory interest and extend its term to provide Lessee certainty; and

WHEREAS, the parties desire to set forth the terms and conditions of the Lease of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing recitals are hereby incorporated by this reference.

2. Term of Lease. The Lease shall commence on January 1, 2020 and continue to 11:59 p.m. on December 31, 2025; provided, however, this Lease shall terminate upon conveyance of the Property from Lessor to an unrelated third party or submission to the City of Rifle of a site plan, building permit, or other land use approval for use or development of the Property. Lessee shall have fifteen (15) days from the date of conveyance of the Property or of a land use submission resulting in termination of the Lease in which to vacate the Property.

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17. Attorney Fees. In the event of a breach of this Lease, the prevailing party shall be entitled to reasonable attorney fees and costs. This provision shall survive the termination of this Lease.

CITY OF RIFLE, COLORADO

_____
Ed Green, Mayor

ATTEST:

_____
City Clerk

RIFLE REGIONAL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Michael Langhorne, President

Exhibit

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Agenda Item #8.c.

Agenda Item Name:
Consider Ordinance No. 11, Series of 2023 - Amending Code for Excavations within Right of Way and Providing Additional and Supplemental Information to the Public Works Manual - 1st Reading

Presenter:
Craig Spaulding, Civil Engineer

Item Description:
Consider Ordinance No. 11, Series of 2023 - Amending Code for Excavations within Right of Way and Providing Additional and Supplemental Information to the Public Works Manual - 1st Reading

Recommended Action:
Move to approve Ordinance No. 11, Series of 2023 - Amending Code for Excavations within Right of Way and Providing Additional and Supplemental Information to the Public Works Manual on first reading and order it to be published by title as required by charter.

Fiscal Impact:
This will update Right of Way Permit fees to sustain the costs incurred by the City for Inspections and management.

Operational Impact:
The new code will provide clear direction as well as sureties to better implement the ongoing management of the City Right of Way.

Prior Board Motions:
N/A

Background Information:
Updates to the right of way permit ordinance have been requested for atleast the last 4 years as projects have pointed out areas for improvement. Right of Way permits are primarily obtained by utility companies installing gas, electricity and communications. The amendment leave most of the existing code intact but updated fees, bonding, warranty, asbuilds, and inspections.

Executive Summary:
These amendments better protect the City, landowners, and homeowners. It should be noted that all of the requirements being placed on the utility permit applicants are currently required for contractors performing work for the City. The requirements are similar to other Colorado Municipalities and are important to the protection of City Right of Way.

Notification Requirements:

N/A

Prepared By:
Craig Spaulding, Civil Engineer

Attachments:
1. Supplemental General Condition 1 Memo
2. City of Rifle Public Works Manual Supplemental Conditions
3. ROW updates 4.13.23
4. Ordinance No. 11-ROW Code Updates

Engineering

To: Tommy Klein and Jim Neu
From: Craig Spaulding
Date: April 27, 2023
Re: Public Works Manual Supplemental Condition 1

The following addresses the changes to the Public Works Manual as circulated amongst City Staff and in the Right of Way Updates Council Workshop. This is important to the new Right of Way permitting process as it provides clarity on how street cuts are to be restored and also specifies materials that are available and up to date with current industry standards.

The attached documents shall serve as supplemental information to the City of Rifle Public Works Manual dated 11/6/2002.

A new section of the Public Works Manual is created with this Supplement titled Supplemental Conditions. This information and information used to modify the Public Works Manual in the future will be located in the Supplemental Conditions Section until the time at which the Public Works Manual is redrafted.

The supplemental information in SC-1 is sourced from Item 19 of the Municipal Government Pavement Engineers Council (MGPEC) and shall be titled Supplemental Condition 1 (SC-1) within the City of Rifle Public Works Manual.

The information within SC-1 shall:

1. replace section 10.3.5 of the Public Works Manual to stay current with industry standard flow fill concrete specifications.
2. Provide additional information in regards to street surfacing and patching as it pertains to utility cuts.

In the instance that there is conflicting information the precedence of Contract Documents shall be as follows:

3. Rifle Municipal Charter
4. Agreement Documents
5. Public Works Manual Supplemental Conditions
6. Public Works Manual Dated 11/6/2002

SC-1

UTILITY CUT, BACKFILL AND PATCHING

SC-1.1	**DESCRIPTION**		**2**
	A.	Description of removable, flowable, controlled low strength materials (CLSM)	2
	B.	Objectives for Required Use of CLSM	2
	C.	Requirements for CLSM-Flow-Fill or Flashfill	3
SC-1.2	**CLSM MATERIALS**		**3**
	A.	Flow-Fill	3
	B.	Flashfill	4
	C.	Removability Modulus	5
	D.	Air Content Volumetric Calculation	6
	E.	Flow Consistency of CLSM	6
SC-1.3	**MATERIAL CONSTITUENTS**		**6**
	A.	Cement	6
	B.	Fly Ash	6
	C.	Water	6
	D.	Chemical Admixtures	6
	E.	Foaming Agents	6
	F.	Suitability of CLSM Constituents	6
	G.	Aggregates	7
SC-1.4	**CONSTRUCTION METHODS**		**7**
	A.	Cutting Streets	7
	B.	Trench Excavation – General	9
	C.	Trench Over Excavation	10
	D.	Disposal of Unsuitable and Excess Excavated Materials	10
	E.	Trench Backfill with CLSM	11
SC-1.5	**STREET SURFACING AND PATCHING**		**11**
	A.	Temporary Pavement Selection	12
	B.	Temporary Pavement Patching Materials	12
	C.	Temporary Pavement Patch Placement	13
	D.	Permanent Pavement Materials	14
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SC-1

UTILITY CUT, BACKFILL AND PATCHING

SC-1.1 DESCRIPTION OF WORK

This work shall consist of the excavation and rapid backfill of trenches for the installation or repair of utility and underground features. The work also includes utilizing temporary pavement patching materials, and final permanent pavement surfaces. The work requires the use of removable, controlled low-strength materials (CLSM) for the backfill material, as an alternative to traditional compacted soil, for trenches and cuts too small for traditional soil compaction and safe human entry for testing. Various temporary pavement materials may also be utilized, prior to permanent pavement repairs.

A. Description of removable, flowable, controlled low strength materials CLSM

The term CLSM used in this item shall mean the same as Removable CLSM or flowable backfill. This material is covered in detail due to the many time saving and engineering benefits of this type of backfill material. CLSM does not need compacting, nor moisture density compaction testing. Only a few physical tests of the CLSM properties are needed to assure durability and future removability with light excavating equipment. A low strength is desired so that surrounding utilities or structures will be accessible without causing damage if the CLSM must be removed in the future. Air entrainment is required to prevent damage and heave displacement of trench patches due to freeze-thaw damage.

In addition, CLSM may be used for other applications apart from trench or street cut backfill. These include filling voids due to pipe abandonment or undercutting of excavation in caving or normal soils. CLSM offers quick restoration of the trench and improving other subgrade conditions for roadway or structure support in a rapid time frame without the need for traditional soil backfill testing requirements or when a quick strength is needed to support upper layers. These benefits may outweigh the extra costs vs. using traditional methods that require compaction and testing.

Other applications include: backfilling behind retaining walls and abutments, filling void areas including pipe abandonment, annular spaces, undercut areas and other approved void filling applications. Other suitable applications include structural support for utilities and replacement of unstable subgrade during pavement repairs.

Utility types that can utilize CLSM include: conduits or pipes for electrical, wired or fiber optic communications, traffic signal or other utilities such as gas and water lines, sanitary and storm sewer lines, and other types of utility under existing pavements or ground surfaces to be built upon or improved later.

B. Objectives for Required Use of CLSM

The objectives of requiring the use of the CLSM specified below, instead of reusing excavated soils, is to provide a self-leveling, frost heave-resistant, non-settling,

controlled low-strength material (defined by American Concrete Institute in ACI 229 as a CLSM), that does not normally require compactive effort and compaction testing. Traditional use of compacted soil or aggregate materials for backfill will require **CITY OF RIFLE** approval and testing for acceptance.

C. Requirements for CLSM – Flow-Fill or Flashfill

This item further specifies two distinct CLSM material products: The Flashfill products will allow trench backfill, temporary or permanent pavement restoration and traffic access to occur more quickly than Flow-Fill. The term 'CLSM' in this item shall mean either or both.

A high slump is required to aid in the self leveling and void filling objective. The visual consistency may appear to range in appearance from thin batter or mud, to thick water. It must be foremost removable with light machinery in the future, and also quickly stable to support paving operations and traffic.

Minimum air contents are required in the top 4 feet of CLSM fill to limit permanent frost heave. This air content requirement should be used for the entire depth, to aid in the ability to remove or excavate CLSM in the future. The air content requirement may be forbidden by some utility agencies, such as for thrust blocks or for pipe bedding normally used for lateral support of pressurized pipes.

A Removability Modulus (RE) is specified at a maximum 1.5, and is based on compressive strength and unit weight of the CLSM Backfill. Refer to section 19.2C.

SC-1.2 **CLSM MATERIALS**

D. Flow-Fill

Flow-Fill shall consist of a controlled low-strength, self-leveling concrete material composed of various combinations of cement, fly ash, aggregates, water, chemical admixtures and/or cellular foam for air-entrainment. Generally, the **CONTRACTOR** may place Flow-Fill in approximate 3 feet thick layers, allow bleed water to rise and divert away from placement before another layer may be added. Refer to section 19.4E for more information,

The Flow-Fill shall be limited to a maximum Removability Modulus (RE, as described in section 19.2C) of 1.5 to ensure ability to excavate in the future. Slumps of less than 7 inches will not be permitted for placement, since the flowability to fill voids and avoid future settlement is impaired, and strengths may increase beyond specified removability limits.

The **CONTRACTOR** shall submit a mix design for approval by the **CITY OF RIFLE**, prior to placement. The mix design shall be supported by laboratory test data verifying compliance with air content, slump, strength and removability (RE) requirements.

TABLE 19.2A-1

Flow-Fill Property	Flow-Fill Specification
Air Content, ASTM C231	6% Minimum
Compressive Strength, ASTM D4832	50psi – 150psi at 28 days
Slump, ASTM C143	7” – 10”
Removability Modulus, RE	1.5 Maximum

E. Flashfill

Flashfill shall consist of a controlled low-strength, self-leveling cementitious material composed of various combinations of fly ash, water, chemical admixtures and/or cellular foam for air-entrainment. No aggregate or sand is usually needed. It shall have a minimum specified air content to provide suitable resistance to frost-heave. Flashfill may generally be placed without lift thickness limits.

Higher strengths may be permitted over Flow-Fill; however, the Flashfill shall still be limited to a maximum Removability Modulus (RE) of 1.5. Slumps of less than 8 inches or spreads of less than 8 inches will not be permitted for placement, since the flowability to fill voids and avoid future settlement is impaired, and strengths may increase beyond removability limits.

The **CONTRACTOR** shall submit a mix design for approval by the **CITY OF RIFLE**, prior to placement. The mix design shall be supported by laboratory test data verifying compliance with air content, slump, strength and removability (RE) requirements.

TABLE 19.2B-1

Flashfill Property	Flashfill Specification
Air Content, ASTM C231, or by Section 19.2D volumetric calculations (recommended)	15% Minimum
Compressive Strength, ASTM D4832	100psi – 300psi at 28 days
Slump, ASTM C143 (one lift, no rodding)	8” – 11”
Spread, ASTM D6103 (recommended)	8” – 12”, or greater
Removability Modulus, RE	1.5 Maximum

F. Removability Modulus

The Removability Modulus* ,RE , is a value calculated by

$$RE = \frac{W^{1.5} \times 104 \times C^{0.5}}{10^6}$$

where: W = in-situ unit weight (pcf) and C = 28-day compressive strength

*RE was developed & is used by Hamilton County, Ohio; per the NCHRP #597 CLSM Report. A lower RE means CLSM is easier to excavate or remove.

Some examples of RE based on strength and unit weights are shown below:

TABLE 19.2C-1
Removability Modulus (RE)

	Unit Weight, pcf [W]										
Compressive strength, psi [C]	50	60	70	80	90	100	110	120	130	140	150
25	0.18	0.24	0.30	0.37	0.44	0.52	0.60	0.68	0.77	0.86	0.96
50	0.26	0.34	0.43	0.53	0.63	0.74	0.85	0.97	1.09	1.22	1.35
75	0.32	0.42	0.53	0.64	0.77	0.90	1.04	1.18	1.33	1.49	1.65
100	0.37	0.48	0.61	0.74	0.89	1.04	1.20	1.37	1.54	1.72	1.91
125	0.41	0.54	0.68	0.83	0.99	1.16	1.34	1.53	1.72	1.93	2.14
150	0.45	0.59	0.75	0.91	1.09	1.27	1.47	1.67	1.89	2.11	2.34
175	0.49	0.64	0.81	0.98	1.17	1.38	1.59	1.81	2.04	2.28	2.53
200	0.52	0.68	0.86	1.05	1.26	1.47	1.70	1.93	2.18	2.44	2.70
RE less than or equal to 1.50 indicates Removable							1.70	Shading indicates Not Readily Removable			

G. Air Content Volumetric Calculation

Air content can be calculated as follows (using wet unit weights before and after foaming or entraining air):

$$\text{Air Content} = \frac{(\text{Unit Weight not Air-Entrained} - \text{Unit Weight Air-Entrained}) \times 100\%}{\text{Unit Weight not Air-Entrained}}$$

H. Flow Consistency of CLSM

Flow shall be measured by ASTM D6103, which utilizes a moistened 3" diameter, 6" high open-ended cylinder, filled with the flashfill. When the cylinder is lifted, the resulting "pancake" is measured at its longest and shortest dimensions and averaged.

SC-1.3 **MATERIAL CONSTITUENTS**

I. Cement

Cement shall meet the standard chemical requirements of Type II or Type IP, ASTM C150 or ASTM C595, respectively.

J. Fly Ash

Fly ash shall meet the requirements of ASTM C618 Type C or Type F. Fly ash not meeting the requirements of ASTM C618 may be used if prior testing indicates acceptable, consistent results for strength and air content.

K. Water

Potable water or reasonably clean and free of chemicals injurious to the final product are to be used.

L. Chemical Admixtures

Air-entraining admixtures shall conform to ASTM C260 requirements; other chemical admixtures shall conform to ASTM C494 requirements.

M. Foaming Agents

Foaming agents shall conform to ASTM C869 and C796, or as approved by the **CITY OF RIFLE**.

N. Suitability of CLSM Constituents

CLSM materials may not contain any material deemed toxic or hazardous. Material Safety Data Sheets (MSDS) must be available for any cement, flyash or admixture component of the mixture upon request. Flowable Backfill shall be compatible with bedding materials, electrochemically and otherwise if used as a metal pipe backfill application. Thermal compatibility with plastic pipes should be considered for direct contact of the CLSM with the pipe; heat generation of the mix must not exceed the softening point of the pipe material.

O. Aggregates

The final blend of aggregates for CLSM, including rock, gravel or sand, shall conform to the following gradations:

TABLE 19.3G-1

Sieve Size	% Passing
1 inch (25 mm)	100
No. 200	0 to 10

When coarse aggregate is used, 100 percent shall pass the 1 inch sieve, and it shall comprise not more than 40 percent of the total aggregate content. Other aggregate products such as aggregate base, crushed rock, pea gravel, or reject sand which has no more than 20 percent passing the No. 200 sieve and is free of organic material and other deleterious substances, may be accepted by the **CITY OF RIFLE** if a flowable, workable mix can be produced without segregation of the aggregate.

SC-1.4 CONSTRUCTION METHODS

P. Cutting Streets

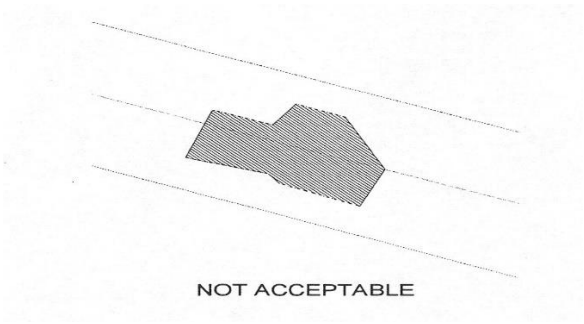
Prior to beginning work within any public right-of-way, or cutting any street surface, an encroachment permit and traffic control or barricade plan approval shall be obtained from the government entity or **CITY OF RIFLE** having jurisdiction over that right- of-way. The barricading and traffic control devices shall be in place, and shall be in compliance with the **CITY OF RIFLE** approved traffic control and barricade plan and the most current Manual on Uniform Traffic Control Devices (MUTCD).

Permit fees and construction restrictions shall be in accordance with the rules, regulations, and ordinances of the entity or **CITY OF RIFLE** having jurisdiction.

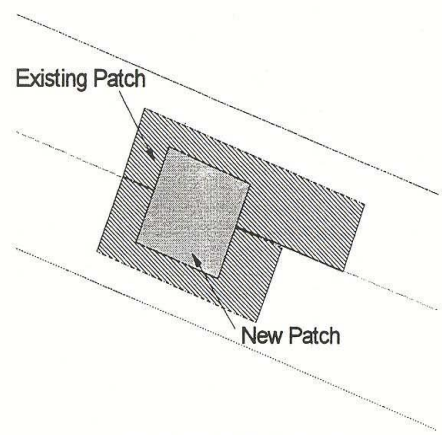
While undergoing improvements, all streets upon or within which any work is being done shall be kept open to all traffic by the **CONTRACTOR** unless otherwise approved by the **CITY OF RIFLE**.

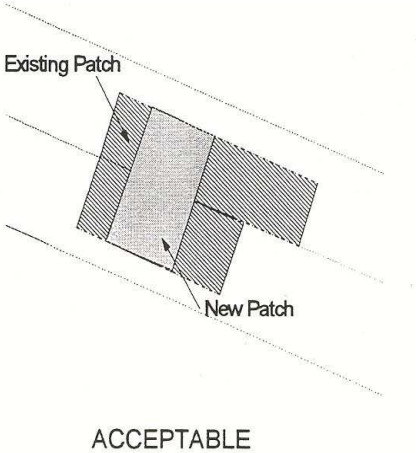
Existing pavements shall be removed to clean, straight lines, parallel and perpendicular to the flow of traffic. Asphalt and concrete pavements shall be removed by saw cutting, without damaging adjacent surfaces. Final removal of concrete will be to normal or **CITY OF RIFLE** approved full panel longitudinal and transverse joint lines.

Patches with angled sides and irregular shapes will not be accepted as depicted below.

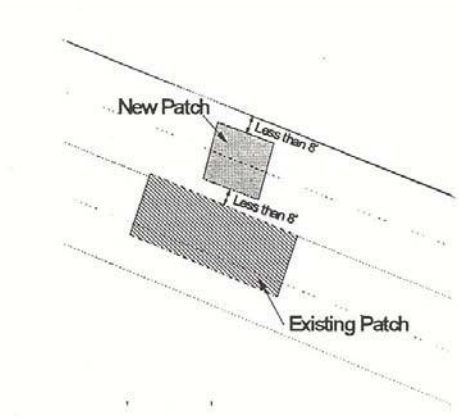


Patches surrounded by 3 or more sides within existing patches will generally not be accepted. Boundaries of the patches shall coincide. The **CONTRACTOR** shall get direction from the contracting **CITY OF RIFLE** or utility when existing patches are not stable.

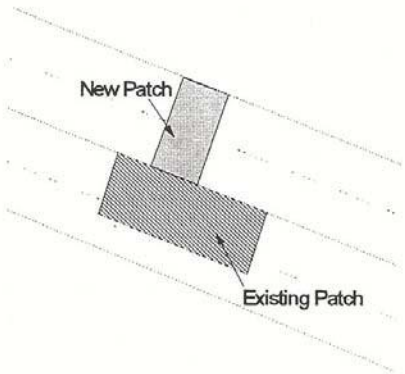




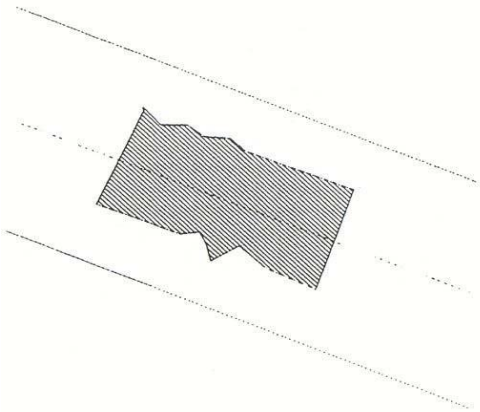
Existing pavement shall not leave strips of pavement less than one-half lane in width from the edge of the new patch or the lip of the gutter for commercial, industrial or non-residential streets. In the case of residential streets, strips shall not be less than 8 feet in width from the existing patches or the lip of the gutter.



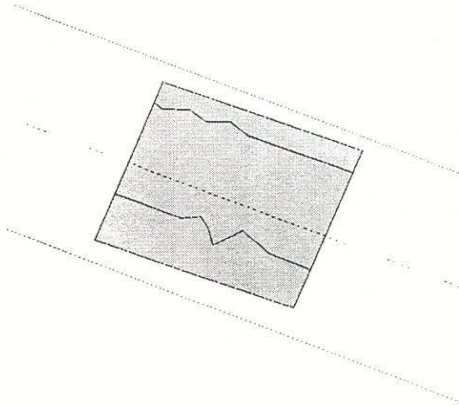
NOT ACCEPTABLE



ACCEPTABLE



NOT ACCEPTABLE



ACCEPTABLE

Avoid breaking away the edges of the existing pavement or damaging the remaining pavement with heavy construction equipment.

Q. Trench Excavation. General

Excavation including the manner of supporting excavation and provisions for access to trenches shall comply with the current regulations as determined by OSHA for bracing and safe conditions. Excavation shall include, without classifications, the removal of all materials of whatever nature encountered, including all obstructions of any nature that would interfere with the proper execution and completion of the work. The removal of said materials shall conform to the lines and grade shown. Excavation for pipe, wire, or conduits shall be by open trench unless otherwise specified or shown on the plans. However, the **CONTRACTOR** shall first obtain approval from the **CITY OF RIFLE** prior to using tunnel or jacking methods on any portion.

The **CONTRACTOR** shall furnish, place, and maintain all supports and shoring that may be required for the sides of the excavation, and all pumping, ditching, or other approved measures for the removal or exclusion of water, including storm water and waste water reaching the site of the work from any source as to prevent damage to the work or adjoining property. The **CONTRACTOR** shall be responsible for any damage to persons or property due to interruption or diversion of potable, storm or wastewater on account of his operations. If due to delays in delivery of materials or for other reasons, and the **CONTRACTOR** is not able to fully complete the work within any excavated area in a reasonable length of time as determined by the **CITY OF RIFLE**, the **CITY OF RIFLE** may require the **CONTRACTOR** to backfill the excavation and re-excavate when the work can be completed expeditiously, with no additional payment.

Except as otherwise shown or provided herein, excavation shall be open cut trenches with vertical sides up to the top of the pipe, and from the top of the pipe to the ground surface. The bottom of the trench shall have a maximum width equal to the outside diameter of the pipe plus 24 inches or as shown on the plans. If the maximum trench width is exceeded, the **CONTRACTOR** shall provide either; additional bedding, another type of bedding, or a higher strength of pipe if required by the **CITY OF RIFLE**, with no additional payment. The **CONTRACTOR** may be compensated by the **CITY OF RIFLE** or utility when the **CITY OF RIFLE** requires trench widths greater than the outside diameter of the pipe plus 24 inches for flexible pipe, to compensate for low stability soils.

Except when otherwise specified or ordered by the **CITY OF RIFLE**, the bottom of the trench shall be excavated uniformly to the grade or depth indicated on the drawings. The maximum amount of open trench permitted in any one location shall be 500 feet, or the length necessary to accommodate the amount of pipe installed in a single day, whichever is greater, unless otherwise limited by the **CITY OF RIFLE**. Trench shall be considered open until backfilled to finish surface. Trenches across streets shall be completely backfilled as soon as possible after pipe, wire, or conduit installation.

Substantial bridging, properly anchored, capable of carrying the legal limit loading, in addition to adequate trench bracing, shall be used to bridge across trenches at street crossings where trench backfill and temporary patches have not been completed during regular working hours. Safe and convenient passage for pedestrians and access to all properties shall be provided.

R. Trench Over-Excavation

Wherever the excavation is made below the grade shown on the drawings, or below the grade ordered by the **CITY OF RIFLE**, it shall be refilled to the required grade with CLSM; or using City of Rifle approved methods and specifications and verified with materials and compaction testing.

S. Disposal of Unsuitable and Excess Excavated Materials

Excess material and excavated material unsuitable for backfill, shall be removed from the site of the work by the end of each working day unless otherwise approved by the **CITY OF RIFLE** and disposed of by the **CONTRACTOR**.

T. Trench Backfill with CLSM

Except as otherwise provided or approved by the CITY OF RIFLE, after the pipe or conduit is laid, trenches shall be backfilled with CLSM in the pipe zone as defined in the following table:

TABLE 19.4E-1

Pipe or Conduit	Pipe Zone
2-inch or less diameter	6 inches above the top of the pipe up to subgrade
Greater than 2-inch diameter, except vitrified clay pipe	12 inches above the top of the pipe up to subgrade
Vitrified clay pipe	24 inches above the top of the pipe up to subgrade

CLSM should be well mixed and discharged directly from the truck into the space to be filled, or by other methods approved by the **CITY OF RIFLE**. The mix may be placed part depth or full depth as conditions at the site and CLSM type dictate. When used as backfill in the pipe zone, care should be taken to prevent flotation or misalignment of the pipe by means of straps, soil anchors or other approved means of restraint. Material may be placed in stages with initially lesser flowability, to prevent movement or flotation of pipe. Refer to Section 19.3.F for thermal compatibility when using CLSM directly against plastic pipe materials. CLSM shall not be placed when the trench bottom or walls are frozen or contain frozen materials.

Compaction of CLSM will not be normally required. Some external pushing and hand tamping may be required to help fill voids around tightly spaced utilities or obstacles.

The maximum layer thickness for Flow-Fill shall be 3 feet at one time. Additional layers shall not be placed until the backfill has lost sufficient moisture to be walked on without indenting more than 2 inches. Allow bleed water to rise and divert away from placement area before another layer may be added. Do not place CLSM on top of bleed water or on any water above the bearing layer. Any damage resulting from placing Flow-Fill in layers that are too thick or from not allowing sufficient strength gain time between placement of layers shall be repaired at the **CONTRACTOR's** expense.

The maximum layer thickness for Flashfill is not restricted except to prevent flowing or running into undesired areas.

SC-1.5 STREET SURFACING AND PATCHING

Placement of pavement materials for vehicle traffic shall not be allowed until the removable CLSM backfill has cured 24 hours (Flow-Fill only) or achieved sufficient resistance to allow paving. CLSM (either type) should be subjected to standard proofroll criteria, or penetration resistance tests. CLSM should achieve a penetration resistance of

at least 3.6 tsf (tons per square foot) (equivalent to 50 psi) using a hand-held soil penetrometer, typically pushed to ¼" depth, in accordance with the penetrometer manufacturer's instructions. Alternately, penetration resistance shall be considered achieved when a person weighing 100 pounds by use of their body weight as an axial load, cannot penetrate the CLSM backfill with the square cut end of a ½" diameter (#4) steel reinforcing bar.

U. Temporary Pavement Selection

Whenever permanent pavement patches are not constructed immediately following trench backfilling operations, temporary pavement patch construction consisting of:

- A minimum of 3 inches of hot mix asphalt (or approved warm mix if allowed) or cold plant mix asphalt on Flashfill or cured Flow-Fill CLSM, or
- A thickness of Flash-Patch equal to existing pavement thickness on CLSM, or
- Steel plates per the **CITY OF RIFLE** requirements on CLSM must be utilized to provide the required number of paved travel lanes. Sufficient excavation of backfill shall be done to allow the temporary surfacing to be level with surrounding pavement. Use of steel plates may be left in place for a short duration as approved by the **CITY OF RIFLE**. Temporary pavement patches may be left in place for a maximum of 30 working days following completion of backfilling operations unless otherwise approved by the **CITY OF RIFLE**.

When Flow-Fill is used as backfill material on collector or arterials streets needed to be opened within 24 hours, it must fill the excavation, using 3 feet maximum lifts as required in section 19.4E, up to the existing pavement surface grade, less enough thickness to provide for steel plates. The **CONTRACTOR** must then plate the excavation with heavy duty steel plates adequate to carry heavy traffic and wait at least 24 hours for the Flow-Fill to cure prior to applying the Permanent Patch or another Temporary Patch. Steel plates should be set below the street surface to avoid lateral displacement; the patch size may be increased to accommodate side support and a smooth height transition. Some Agencies may not allow steel plates on arterials during snow plow operation season. Alternately, Flash-Patch may be placed as a temporary patch and driving surface over CLSM, and shall match the existing pavement thickness.

Neither Flow-Fill nor Flashfill shall be allowed for a driving surface, except for very low traffic conditions and only when allowed by the **CITY OF RIFLE**.

V. Temporary Pavement Patching Materials

Various materials for temporary patching options can be selected, and include:

- **Asphalt Pavement Material** (APM) or **Warm Mix Asphalt** (WMA) conforming to MGPEC Item 20 specifications. These may be used for either concrete or asphalt streets.
- **Cold-mix** asphalt materials (with cut-back asphalt cements only allowed from October 1 to February 28 (29)). This may only be used for asphalt streets.

- **VOC compliant** Cold-mix asphalt materials, (conforming to CDPHE Regulation No. 7, 5CCR 1001-9, Section XI, required from March 1 through September 30). This may only be used for asphalt streets.
- **Flash-Patch** materials (consisting of cementitious fly ash, water and cellular foam) and shall include approximately 10 to 15% air content. This may be used for either concrete or asphalt streets. Flash-Patch can be produced with the same volumetric-mixing truck as delivers and produces the Flashfill CLSM material. Flash-Patch materials will exceed CLSM strengths, but are limited in thickness to the existing pavement thickness to allow removal.
    - Flash-Patch usage on arterial roadways will require that **Small Aggregate topping** be used. Gradations shall meet ASTM C33 for size #9, and be crushed stone or natural gravels, with gradations requirements listed below:

TABLE 19.5B-1

Sieve	3/8”	#4	#8	#16	#50
% Passing	100	85 – 100	10 - 40	0 - 10	0 - 5

W. Temporary Pavement Patch Placement

Asphalt should ideally be placed according to MGPEC Item 20 requirements. Any temporary asphalt pavement patch shall be placed and compacted and shall be maintained by the **CONTRACTOR** so that the patched surface and the surrounding area remain a single even (smooth) unbroken plane, suitable to handle the traffic, for the duration of Temporary Patch.

Flash-Patch usage on arterial roadways will require that the Small Aggregate shall be broadcast on and embedded into the surface, for increased skid-resistance. Aggregate application will occur on patches within 100 feet of approaching stop signs or signal lights on other city streets. This aggregate shall be applied at approximately 5 lb per SY of patch surface, before the Flash-Patch hardens. The **CONTRACTOR** shall be responsible to apply and embed the surface aggregate in a timely manner before set occurs.

The following surface tolerance for any temporary patches shall be observed. When a 10-foot straight edge is laid across the temporary patch parallel to the centerline of the street and in the direction transverse to the centerline, there shall be no more than a 3/4-inch rut, hump, or depression evident. Deteriorated temporary patches exhibiting ruts, humps, or depressions shall be repaired or replaced immediately. If the existing street exceeded the above tolerances prior to patching, then the temporary patch shall be equal to or better than the condition of the surrounding pavements.

Temporary patches with hot or cold mix asphalt may be opened to traffic after proper compaction and clean-up of the adjacent areas has occurred. Temporary patches of Flash-Patch may be opened to traffic usually within 1-1/2 hours after placement on arterial roadways, and usually within one hour on other streets.

X. Permanent Pavement Materials

Asphalt for replacement of Asphalt Pavement streets, shall be APM (Asphalt Pavement Material), or WMA (Warm Mix Asphalt) if allowed by **CITY OF RIFLE**, and shall meet the material requirements in MGPEC Item 20 for Grading S or SX with PG 64-22 binder, unless specified otherwise. Completion of the permanent patch in areas where an open graded surface course (SMA) exists shall include placement of a surface course to match the existing surface texture.

Concrete for replacement of Concrete Pavement Streets shall meet MGPEC Item 30, CDOT Class P specifications, or **CITY OF RIFLE** standards as they require. Refer to the applicable specification for restoring tie bars, smooth dowel bars, expansion joint and joint seal materials.

Y. Permanent Pavement Construction

Prior to placing the permanent patch, the existing cuts made for trenches shall be properly prepared for final pavement patching.

1. Existing Asphalt Pavement

Existing asphalt pavement shall be saw cut to a neat straight line and to a minimum 9 inches outside of the trench area. The **CITY OF RIFLE** may require just the top lift be outside the trench edges. The resulting “T patch” edges shall not fall within existing wheel paths. Patches parallel to the direction of traffic and encompassing the wheel path shall extend to lane lines.

The asphalt thickness shall be the thicker of the existing depth, or the by **CITY OF RIFLE** standards, except that the minimum depth shall be at least 4 inches.

A tack coat shall be applied to all edges to the existing freshly cut and/or approved well cleaned edges of asphalt pavement prior to placing new pavement.

Compaction of each lift shall be between 92 and 96 percent of AASHTO T 209 using maximum theoretical (Rice) density. Average compaction of less than 92 percent of AASHTO T 209 will be cause for rejection.

2. Existing Concrete Pavement

Existing concrete pavement shall be prepared by saw cutting and removal of partial panels back to existing joint lines to achieve full panels for new replacement panels or per **CITY OF RIFLE** requirements. The **CONTRACTOR** shall provide CLSM to the top of subgrade/bottom of the final Concrete Pavement level or base course level. The top of loose CLSM shall be moisture adjusted and compacted and proof-rolled to a tight condition prior to adding base course and/or concrete for pavement. Jointing layout and the use of tie bars and smooth dowel bars shall be constructed according to applicable specific **CITY OF RIFLE**, CDOT ‘M’ standards or MGPEC Item 30 specifications. Generally, deformed tie bars shall be used in longitudinal joints, and smooth load-transfer dowels in transverse joints regardless if the existing PCCP had or has them.

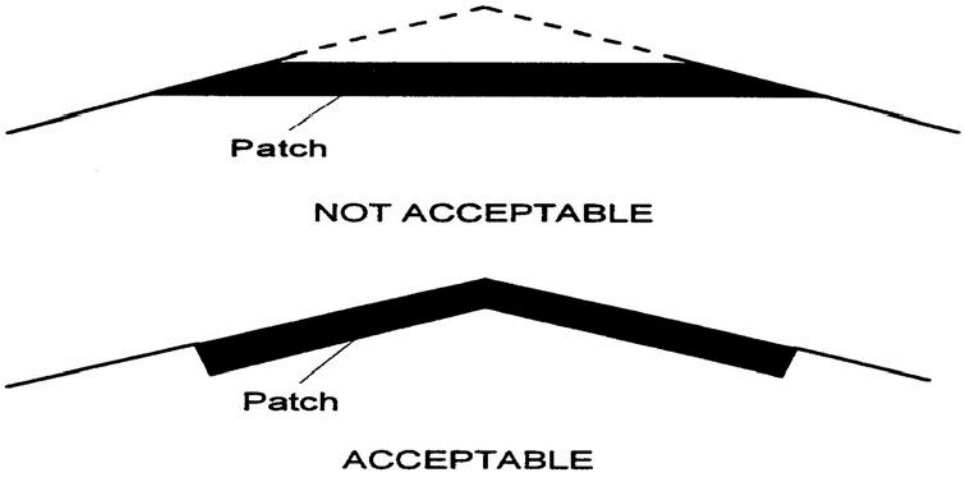
Alignment tolerances of the dowel bars shall be followed to assure natural lateral movement and proper performance.

The top of CLSM placed for temporary paving or for steel plates in section 19.4A shall be excavated to the top of subgrade/bottom of the final asphalt or concrete pavement level. The depth of excavation shall allow for the permanent pavement section to be equal to, or greater than, the existing section, or the section required by the **CITY OF RIFLE**.

Any improvements in the right-of-way or on private property disturbed or damaged during construction shall be replaced prior to placement of the permanent pavement patch. Damaged sections of concrete sidewalk shall be removed and replaced to the nearest expansion joint or score line. Damaged concrete curb and gutter shall be removed and replaced to the nearest contraction joint. Replacement of less than a standard length of curb and gutter will not be permitted. Integral curb, gutters, and/or sidewalk shall be replaced in their entirety.

The following surface tolerance for permanent pavement patch for asphalt (or concrete), including any surface treatment before stripping, shall be observed. The surface shall be thoroughly compacted (leveled), smooth (broomed), and free from ruts, humps, depressions, or irregularities. When a 10-foot straight-edge is laid across the permanent patch parallel to the centerline of the street and in a direction transverse to the centerline, the surface shall not vary more than 1/4 inch from the lower edge of the straight edge. Patches exhibiting deviations greater than 1/4 inch shall be replaced prior to acceptance of the patch. If the existing street exceeds the above tolerances, then the patch shall be equal or better than the condition of the surrounding pavement.

Patches shall also have a cross slope or cross section consistent with the design of the existing roadway.



Z. Traffic Control Devices

All traffic control devices removed or disturbed during construction must be replaced upon completion of the permanent patch including but not limited to delineation, paint, thermoplastic pavement markings, and traffic signal detector loops. Temporary lane lines and other markings used during construction shall be permanently removed, to the satisfaction of the **CITY OF RIFLE**, prior to placing the new traffic stripes or markings.

ENGINEERING

TO: Rifle City Council

FROM: Craig Spaulding

DATE: April 12, 2023

RE: ROW Code Updates

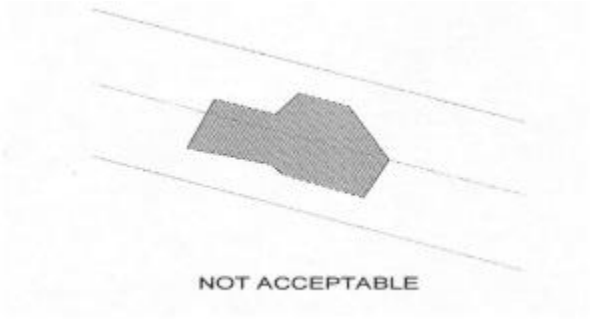
The following changes to the Right of Way Permit process are being drafted. The purpose of this update is to receive any Council input that they would like to provide that will be incorporated into a draft presented the May 3rd Council Workshop. At that point all comments will be addressed and placed in amended code to be reviewed and compiled by Jim Neu and then taken to council for the required number of readings and hopefully implemented by July.

Updates

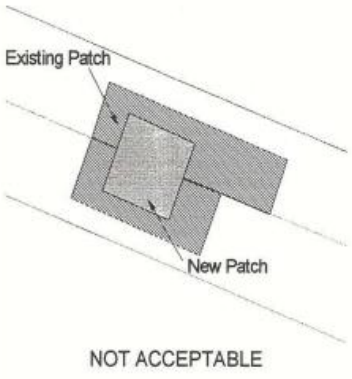
1. 11-4-80: update bonding to 100% or $2,500 whichever is greater
    a. This protects the City and adjacent properties from damage and defective work
    b. This also protects homeowners from contractors performing work that does not meet City standards. If the bond is with the contractor the City can get the work corrected without going after the homeowner
    c. There is currently code that allows this to be reduced or waived which may be worth keeping for instances that a bond is not practical for a homeowner
2. 11-4-90 and Appendix A: update fees (existing is $50)
    a. Increase base fee to pay for maintenance of code and public works manual, review, inspections and software
        i. Assume $6,500 every 3 years and we get 50-80 permits per year
            1. Additional $27-$43
        ii. Software cost
            1. $6,000/50-80 permits $75-$120
        iii. Review, Inspection, Admin and Management Cost
            1. Initial rate that covers the majority of permits with opportunity to increase at review
                a. A “base permit” takes 2 hrs at 60/hr
        iv. Final Cost
            1. ($27-$43)+($75-$120)+$120
                a. Min $222
                b. Max $283
            2. **Recommend $250**

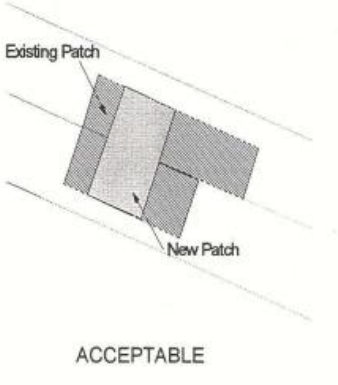
3. 11-4-350
    a. Restore asphalt per MGPEC, this is a change to the Public Works Manual and not code

Prior to beginning work within any public right-of-way, or cutting any street surface, an encroachment permit and traffic control or barricade plan approval shall be obtained from the government entity or AGENCY having jurisdiction over that rightof-way. The barricading and traffic control devices shall be in place, and shall be in compliance with the AGENCY approved traffic control and barricade plan and the most current Manual on Uniform Traffic Control Devices (MUTCD). Permit fees and construction restrictions shall be in accordance with the rules, regulations, and ordinances of the entity or AGENCY having jurisdiction. While undergoing improvements, all streets upon or within which any work is being done shall be kept open to all traffic by the CONTRACTOR unless otherwise approved by the AGENCY. MGPEC - VOLUME I - PAVEMENT DESIGN STANDARDS & CONSTRUCTION SPECIFICATIONS 2021 Version Item 19 - Page 8 Existing pavements shall be removed to clean, straight lines, parallel and perpendicular to the flow of traffic. Asphalt and concrete pavements shall be removed by saw cutting, without damaging adjacent surfaces. Final removal of concrete will be to normal or AGENCY approved full panel longitudinal and transverse joint lines. Patches with angled sides and irregular shapes will not be accepted as depicted below.

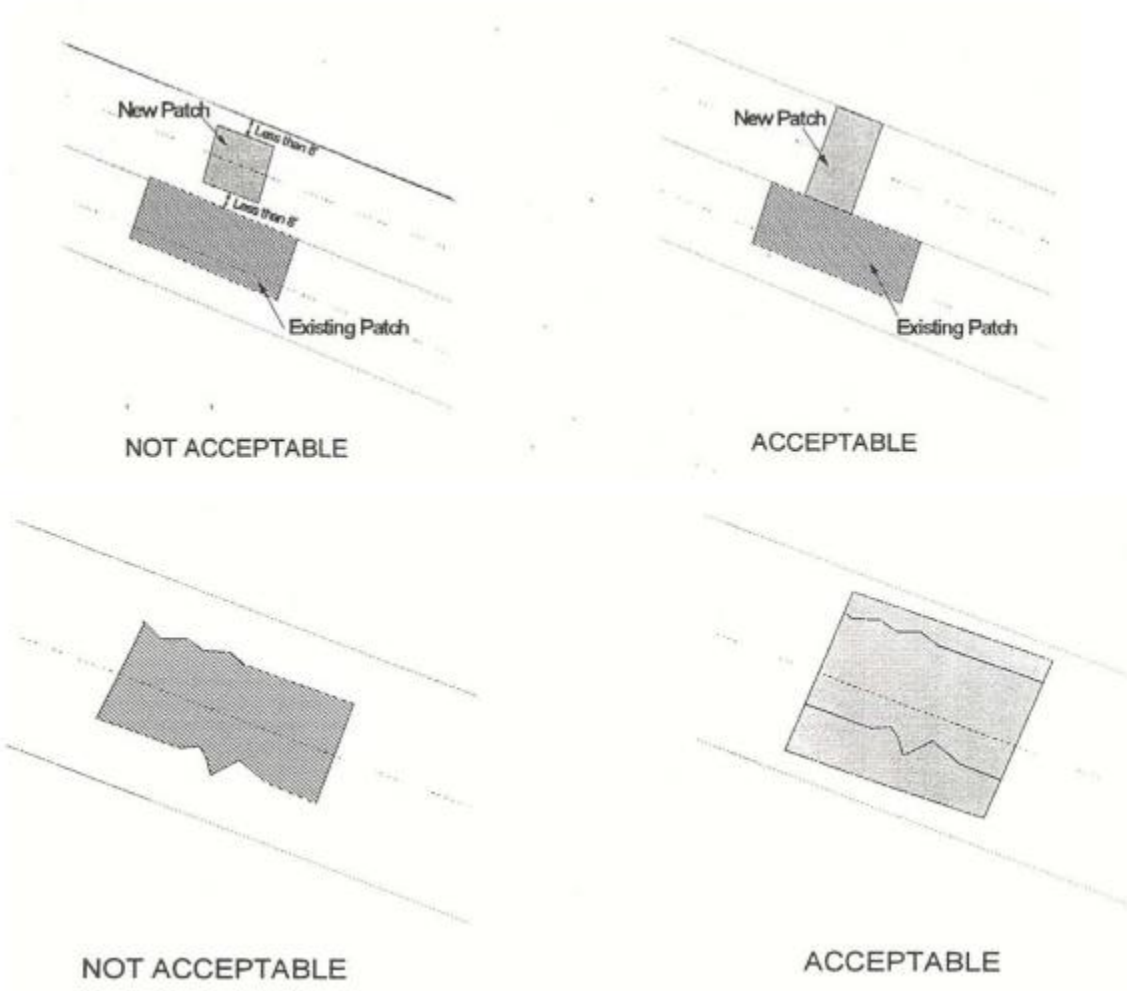


Patches surrounded by 3 or more sides within existing patches will generally not be accepted. Boundaries of the patches shall coincide. The CONTRACTOR shall get direction from the contracting AGENCY or utility when existing patches are not stable.





Existing pavement shall not leave strips of pavement less than one-half lane in width from the edge of the new patch or the lip of the gutter for commercial, industrial or non-residential streets. In the case of residential streets, strips shall not be less than 8 feet in width from the existing patches or the lip of the gutter.



Avoid breaking away the edges of the existing pavement or damaging the remaining pavement with heavy construction equipment.

4. 11-4-360
    a. Update to current standards, I don't know if the specified mix is available anymore. CDOT specifications will be used as they are mix designs that local batch plants produce
5. Add Warranty of 2 or 3 years
    a. The existing warranty is 1 year which is not adequate as it usually takes longer that this for poor workmanship to arise
    b. The pushback that is foreseen on this requirement is not that contractors don't want to repair work but it will require performance bonds to extend through the warranty period whin may hurt the bonding capacity for smaller companies

6. Add Asbuilts and if applicable tie to bond. If the asbuilts were included in the cost estimate and they are not provided at the end of a project that portion could be held from the bond to have asbuilts generated
    a. Currently City of Rifle projects spend $50k-$100k determining where utilities are prior to installing new utilities.
    b. It will take decades to improve the mapping of what is underground but this requirement is the beginning of the correction
    c. Another requirement that Eagle has is that Utility Companies must provide the City with a map of their utilities and update it annually which would be very benificail
7. Add Subsurface Utility Engineering (SUE) compliance note: this is a state requirement so the note should reference the bill but not go into so much detail that it has to be amended as the state requirements change
    a. there are companies that are not complying with this now that have resulted in damaged utilities and outages of services for citizens

CITY OF RIFLE, COLORADO
ORDINANCE NO. 11
SERIES OF 2023

AN ORDINANCE OF THE CITY OF RIFLE, COLORADO, AMENDING ARTICLE IV OF CHAPTER 11 OF THE RIFLE MUNICIPAL CODE REGARDING RIGHT-OF-WAY EXCAVATION PERMITS.

WHEREAS, Article IV of Chapter 11 of the Rifle Municipal Code (the "Code") regulates the opening and excavating of the public right-of-way or of public places; and

WHEREAS, City staff have recommended updates to the Code to provide better protection to the City and residents and clarity to contractors working in the City's right-of-way; and

WHEREAS, the City Council finds and determines that it is in the best interests of the citizens of Rifle to amend Article IV of Chapter 11 of the Code accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIFLE, COLORADO, THAT:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Section 11-4-30 of the Rifle Municipal Code, "Definitions", is hereby amended to include the following definition:

City Manager *shall also include his or her designee to administer this Article*.

Section 3. Section 11-4-80 of the Rifle Municipal Code is hereby repealed and reenacted as follows:

Sec. 11-4-80. Deposit or security bond required.

(a) A maintenance bond in an amount equal to the total cost of construction, including labor and materials, or two thousand five hundred dollars ($2,500.00), whichever is greater. The maintenance bond shall guarantee that the material and equipment are furnished and used, and the workmanship employed in the performance of the work described in the right-of-way permit will be of such character and quality as to ensure it to be free from all defects and in continuous good order and in a condition satisfactory to the City for a period of two (2) years from the date of issuance of the final inspection log, indicating one hundred percent (100%) satisfactory completion of the work. The maintenance bond shall be noncancelable for two (2) full years from the date of issuance of satisfactory completion.

(b) The applicant may request to substitute a maintenance bond with a letter of credit or cash-in- lieu payment contingent upon approval of the City.

(c) If the improvements fail within two (2) years of acceptance of the work, and it is not rectified by the permitee in the timeframe specified by the City to the City's satisfaction, the City shall utilize the permitee's security to fix the improvements.

(d) Upon notice to the permitee, for reasonable cause, the City may at any time increase or reduce the amount of the required security or waive the same as conditions warrant.

Section 4. Section 11-4-410 of the Rifle Municipal Code is hereby amended as follows, with underlined text added:

Sec. 11-4-410. Inspections.

(a) The City Manager shall make such inspections as are necessary for the enforcement of this Article.

(b) The City Manager shall have the authority to promulgate and cause to be enforced such regulations as may be reasonably necessary to enforce and carry out the intent of this Article.

(c) Quality control of backfill compaction may be monitored by the Public Works Director or Engineer by utilizing standard compaction testing methods.

1. The Public Works Director or Engineer shall have the authority to require the permittee to obtain standard compaction tests during the backfilling process. The soils engineer or testing laboratory shall be approved by the Public Works Director or Engineer.

2. When compaction tests are required by the Public Works Director or Engineer, at least one compaction test shall be taken on each compacted level of backfill per 100 feet or in locations designated by the Public Works Director or Engineer if the project is of a smaller scope than 100 feet.

3. In the event that compaction tests do not meet the backfill standards required by herein, the areas not meeting the minimum density requirements shall be recompacted and retested until density requirements are met.

4. If the permittee fails to perform required compaction tests, the Public Works Director or Engineer shall have the authority to order the permittee to cease backfill operations until such time as the compaction tests are performed.

5. If compaction testing is required, no paving or repaving operations shall occur until the compaction tests have been approved by the Public Works Director or Engineer.

Section 5. The Code is hereby amended with the enactment of a new Subsection 11-4-480 to read as follows:

Sec. 11-4-480. Warranty of public improvements.

The warranty of all improvements constructed shall coincide with the term and requirements contained in Appendix B of the issued permit.

Section 6. The Code is hereby amended with the enactment of a new Subsection 11-4-490 to read as follows:

Sec. 11-4-490. Map of Underground Facilities.

Every public utility, private utility or person owning, using, controlling or having an interest in pipes, conduits, ducts or other structures under the surface of any street used for the purpose of supplying or conveying gas, electricity, telephone, cable television, water or sewer to or from the City, or to or from its inhabitants, or for any other purpose, shall file with the Public Works Director, December 31, 2023, a map or set of maps, each drawn to a scale of not less than one inch to 400 feet, showing the location, size and description of all such installations. The owner agrees upon reasonable notice from the City or any permittee to accurately locate his installations upon the ground as shown on the maps. By March 1 of each year, such public utility, private utility or person shall file with the Public Works Director a corrected map or set of maps showing installations and abandonments during the previous year; provided, however, if no further installations have been made during the previous year, there may be filed with the Public Works Director a written statement to that effect.

Section 7. The following fee referenced in the Code at Appendix A, for RMC Section 11-4-90, are hereby repealed and reenacted to read as follows:

Chapter 11		
11-4-90	Street cut permit: Basic	$250
	Street cut permit: Horizontal Boring	$500

Section 8. The Supplemental Conditions presented to the City Council on even date herewith related to the materials and restoration specifics for excavations are hereby approved to be incorporated into the City's Public Works Manual.

INTRODUCED, on May 3, 2023, read in full, passed on first reading, and ordered published by title as required by the City Charter.

INTRODUCED a second time at a regular meeting of the Council of the City of Rifle, Colorado, held on May 17, 2023, approved without amendments, and ordered published in full as required by the Charter.

CITY OF RIFLE, COLORADO

By _____
Mayor

ATTEST:

_____
City Clerk

Agenda Item #9.a.

Agenda Item Name:
Report to City Manager

Presenter:
Tommy Klein, City Manager

Item Description:
Staff report on notable tasks completed within the individual departments.

Recommended Action:
No action necessary

Fiscal Impact:
N/A

Operational Impact:
N/A

Prior Board Motions:
N/A

Background Information:
N/A

Executive Summary:
Work Report to City Manager
04/28/2023

Notification Requirements:
N/A

Prepared By:
Misty Williams, City Clerk

Attachments:
1. Report to City Manager 04.28.2023

WORK REPORT TO CITY MANAGER

04.28.2023

PIO

- Continuing updates on website and social media on local issues and citizen concerns.
- Press release regarding FMLD grants for the Whiteriver Avenue and Highway 6 intersection as well as for buildout of the Hogback trails.

COURT

- Handled 68 adult cases on April 19 court day.
- Held 8 telephone hearings with inmates in custody

HUMAN RESOURCE

- Initiated Bilingual Premium Pay Policy last week. Currently 10 staff are in the process of language proficiency testing.
- Adjustment to holiday vs. floating holiday hours will begin May 1st. Working to setup new floating holiday hour approach in HRIS and Payroll systems.
- Seasonal hiring for Pool, Recreation and Parks is underway.

PUBLIC WORKS

- Developing Phased plan for Veteran's Memorial
- CAD rendering of City of Rifle Specifications Manual drawings
- Collection of GPS data for GIS mapping

FLEET

- Normal fleet maintenance operations.
- Continued support and maintenance of vehicles for May 17th auction.
- Working with PD to secure additional vehicles.

OPERATIONS & MAINTENANCE

- Pothole repair and street maintenance
- Replacement of sidewalk section, grading, and drainage improvements along frontage of 1725 Railroad Avenue: 100% complete
- 2nd week of Spring Cleanup

Two weeks Look-ahead

- 2023 Spring Auction of Surplus Vehicles Open House
- Completion of 2023 Spring Cleanup
- With Hot Mix Asphalt availability, pothole and surface repair

ENGINEERING

Project Status Summary

Project	Status Update	Scope	Bid	Construction Time	Cost Estimate
River bridge Overlay	After a meeting with CDOT, a project is being put together to repair the CDOT bridge joints and overlay the bridge	Bridge Joints and Overlay	TBD	TBD	TBD
Airport Water Tank	The current dates for substantial completion and final completion are June and August, respectfully	New .5MG Water Tank and Rehabilitation of Existing Water Tank	Closed	2023	$3.8M
Gateway Intersection	90% review has been received and will be incorporated in a final set by May 18th allowing for a June bid and Construction no later than the end of July	Improve Traffic and Pedestrian Safety at the Intersection of Centennial and Whiteriver	May '23	Summer and Fall '23	$3.5M
Park and Ride	CDOT is working on Grant IGA, the developer and City are working on plan review and subdivision, design is at 60%, Union Pacific Permitting is beginning	New Park and Ride with extension of streets and utilities	Late Summer '23	Fall '23 to Spring '24	$3.5M
Tripp Drive	Survey and Geotechnical Complete	Rebuild Road and Stabilize Bank	Spring '26	2026	$350k
Morrow Drive	Survey and Geotechnical Complete	Rebuild Road and Stabilize Bank	Spring '25	2025	$1M
Whiteriver Ave from 9th Street to 16th Street	Survey and Geotechnical Complete	Rebuild Road, Stabilize Bank, Replace Waterline	Spring '25	2025	$1.1M
Ute Avenue and 5th Street	Survey and Geotechnical Complete, sewer inspection is complete	Replace and Rehabilitate Sewer line, New Waterline, Rebuild Streets and add Sidewalk	Spring '24	2024	$1.2M
Paradise Island	City has met with landowners and has a plan for easements	TBD	TBD	TBD	TBD
Penwell Transmission Line	Utilities are X-raying existing line	Water Transmission Line from plants to tanks	TBD	TBD	$8M
River bridge Waterline	Pre-bid 4/28/23, expect June construction	Repair Waterline and add Restraints	Posted	Spring '23	$65k
Railroad Avenue 5th Street to 9th Street	Utility layout, survey, and geotechnical complete, currently working on final grading and road section	Rehab Sewer line, Replace Waterline, Rebuild Street and Sidewalk	Spring '24	Summer '24	$2.5M
Railroad Avenue and 5th Street Intersection	Grant Received and bid posted	New Signal, Sidewalks and Landscaping	Posted	Aug-October	$600k
2023 Street Improvements	Bid Posting 5/3/23	Prefontaine, 16th St, 7th St, Wapiti and Airport Road	May -23	Summer '23	
2023 Crack Sealing	Award April 19, 2023	16th St, 7th St, Airport Road, and Parks Parking Lots	Awarded	June	$75k

2023 HA5	Out to bid	Deerfield Subdivision and Highlands East	Closed	July	$200k
Park Avenue Extension	Met with Landowner and land must be purchased to complete, inspected CDOT bridge over Elk Creek and deemed it not a viable bridge	Bridge and Connection to Centennial Parkways	TBD	TBD	$2M
Intersection of Park Avenue and Third Street	Plans at 60% completed in house, need to have them reviewed and add utilities	Sidewalk, Waterline, Street Rebuild	TBD	TBD	$750k
Stormwater SEP	COC executed, awaiting public notice	Study and Improvements of Stormwater	TBD	TBD	TBD
Alley Maintenance	Will put together a bid in Spring	Grading and Mag Chloride	Spring '23	Summer '23	$50k
Park Hill Retaining Wall	Meeting with land owner to take place on cost sharing	Retaining wall fixing ROW and private issue	May '23	Summer '23	$250k

Financials

The HA5 bid was $5k over budget but the Crack Seal bid was under budget offsetting enough that the 201 budget is still on or under the budgeted amount. The gateway intersection is anticipated to be on or under budget. The Park and Ride is close to the point of making a cost estimate and is anticipated to be close to the budgeted amount. The Park and Ride is anticipated to carrier over into 2024.

Administration

- **Website**-If supportable by a new fee structure, ROW permits will be online done on the website Users will be able to apply, pay and request inspections.
- **ROW permits and process**-ROW updates have been made, a quote was received for the new permitting software that will be implemented soon, due to multiple location left as potential nuisances and the need to implement stormwater management a grading permit is being drafted and is expected to go to council in May
- **GIS -**Engineering and GIS have begun working with Ecopoint to implement a field collection software that is already available with the current City ESRI GIS license. This will allow the City to map stormwater and utilities in house
- **Stormwater**-The City of Rifle has reached the population of 10,000 which is a trigger to be regulated as a Municipal Separate Storm System (MS4) by the EPA. There is money in the 2023 budget for professional services in regards to compliance. It is not expected that the regulation will go into effect in 2023 but Engineering would like to update the water quality portions of the Public Works Manual ahead of the mandates
- **PWM and Eng. Standards**-Changes to the Public Works Manual have began as Supplemental Conditions. This will continue until the Manual is fully updated which is expected in 2024
- **2024 budget**-as street projects don't fit within the 2023 budget the 2024 budget begins to develop. Other inclusions are being noted such as a potential Transportation Master Plan which currently is ran to 2025 and would be updated with participation from Planning
- **Street Survey** Engineering has completed a survey of all street conditions. A report of the findings will be complied in May, but the major takeaway is that preventative maintenance is getting caught up, but more mill/overlays and rehabilitations need to be taking place as seen in the table above. With direction from Council Engineering is compiling a project that would began improving this in 2023

- **Utility Coordination-**Engineering is putting together an agenda for a utility and ROW coordination meeting that will serve as a meeting to coordinate private and public utilities with City projects and Developments. The meeting will likely take place in May 2023 and will be reoccurring bi-annually