



**TOWN BOARD AGENDA
REGULAR MEETING**

(All items listed for discussion and possible action)

Virtual Meeting

**Thursday, May 6, 2021
6:30 p.m.**

1. Call to Order
2. Roll Call of Board Members
3. Audience Participation Period (limit 4 minutes per speaker)
4. Consent Agenda
 - a. Approval of Minutes – April 15, 2021
5. Public Hearing
 - a. Variance Application, 6972 S. Yampa Court
6. For Possible Action
 - a. Ordinance 2021-03 Amending Chapter 7 of the Foxfield Municipal Code Concerning Outdoor Storage in the Rural Residential Zone District
 - b. Approval of the 2021 Foxfield Pavement Maintenance Bid Package
 - c. Approval of the 2020 Audited Financial Statements
7. For Discussion
 - a. Ordinance 2021-04 Amending Chapter 16 of the Foxfield Municipal Code Concerning Home Occupations
8. Reports
 - a. Mayor
 - b. Members of Town Board
 - c. Staff
9. Future Agenda Items
10. Adjournment



MINUTES

BOARD OF TRUSTEES MEETING

April 15, 2021

Call to Order/Roll Call

The virtual meeting was called to order at 6:34 p.m. via Ring Central.

The following Trustees were present: Amy Snell-Johnson, Debby Farreau, Pam Thompson and Acting Mayor Pro Tem Josie Cockrell. A quorum was present.

Consent Agenda

Trustee Thompson moved, seconded by Trustee Farreau, to approve the following items on the Consent Agenda:

- a. Approval of Minutes – April 1, 2021
- b. Financial Reports – March 2021

The motion passed by unanimous roll call vote.

Public Hearing – Ordinance 2021-04 Amending Chapter 16 of the Foxfield Municipal Code Concerning Home Occupations

Acting Mayor Pro Tem Cockrell opened the hearing at 6:36 p.m. Resident Doug Headley, 7293 S. Uravan Court, stated he did not think the public has had adequate time to study the proposed changes. Acting Mayor Pro Tem Cockrell closed the public hearing at 6:40 pm.

Following Board discussion regarding benefits of the change, potential environmental pollution and additional traffic, the Board agreed to discuss the issue in more detail at the May 6 meeting. Trustee Snell-Johnson moved to continue the hearing to May 20, 2021, seconded by Trustee Farreau. The motion passed by unanimous roll call vote.

For Possible Action

Resolution 2021-05 Authorizing a Supplemental Appropriation for Fiscal Year 2021

Trustee Thompson moved to approve Resolution 2021-05 Authorizing a Supplemental Appropriation for Fiscal Year 2021 not to exceed \$9,980.00 and seeking one to two additional bids for installing the water line to 16311 E. Easter Way. Following a second by Trustee Snell-Johnson, the motion passed by unanimous voice vote.

For Discussion

Ordinance 2021-03 Amending Chapter 7 of the Foxfield Municipal Code Concerning Outdoor Storage in the Rural Residential Zone District

Town Administrator Proctor added wording that no storage is allowed on vacant lots unless they are under common ownership with adjacent lots containing existing single-family residences. The Board agreed with the language. The Ordinance will be on the agenda for approval on May 6th.

Long-Range Financial Forecast

Town Administrator Proctor noted the audit has been completed so the 2020 numbers have been updated to actuals. The General Funds beginning balance for 2021 is \$47,754 higher than budgeted based on the 2020 actuals and the supplemental appropriation has been included in this forecast.

Reports

Acting Mayor Pro Tem Cockrell

Acting Mayor Pro Tem Cockrell reported on the DRCOG meeting she attended. Discussion items included increases in State funding for transportation projects. She also noted that COVID updates are available on the Tri-County Health Department website; there is a link on the Town website.

Members of the Town Board

Trustee Thompson reported that aircraft noise complaints are coming from a wider area than in the past. There is a link on the Town website to make these noise complaints. She also asked, since the Summer Clean-up Day is not until July 24, that we allow some leniency with storage of brush piles until that date.

Trustee Snell-Johnson thanked whomever straightened up the library box at Richfield and Davies.

Town Staff

Town Administrator Proctor gave an update on the gates, reminding the Board of the delay in the electrical connection due to staff changes at IREA. She noted there is on-going discussion regarding a solution to prevent cars from simply driving around the gate arms when they are lowered.

Future Agenda Items

- Ordinance 2021-03 Concerning Outdoor Storage
- 2020 Audited Financial Statements
- Discussion of Home Occupations
- 2021 road maintenance work

Adjournment

Acting Mayor Pro Tem Josie Cockrell adjourned the meeting at 7:43 p.m.

Randi Gallivan, Town Clerk

Josie Cockrell, Acting Mayor Pro Tem



TO: Town of Foxfield, Board of Adjustment
FROM: Travis Reynolds, Town Planner, Town of Foxfield / Planning Manager, SAFEbuilt Studio
DATE: May 6th, 2020
SUBJECT: Staff Report – Variance Application: 6972 S Yampa Ct

CASE #6972-21

BOA Date:	May 6, 2021	Planner:	Travis Reynolds	Phone:	303-912-7153
Location:	6972 S. Yampa Ct Foxfield, CO 80016				
Applicant:	Kirby Smith, Kirby Smith & Associates, Inc.	Owner:	Behr Family Trust c/o Paul C. Behr, Trustee		
Address:	6201 S Hudson Court Centennial, CO 80121	Address:	6993 S. Andres Circle Centennial, CO 80016-2111		

Case Summary

Request:	Request for a variance to allow for the construction of an accessory structure on a vacant lot prior to the establishment of the principal permitted use.
Project Description:	Town of Foxfield Municipal Code prohibits the establishment of accessory structures and uses prior to the establishment of the principal permitted use. The applicant is requesting a variance to allow the construction of an accessory structure prior to the construction of principal residential structure. The applicant's own the adjacent lot (in Centennial), where their primary residence is located, and wish to build the accessory structure in question for personal use.
Issues/Concerns:	<ul style="list-style-type: none">• Municipal boundaries. Unique circumstance with primary residence located in Centennial, CO and the property in question located in Foxfield, CO• Future use(s) and sale of the property• Compatibility with Town of Foxfield Master Plan and intent of the RR district.
Staff Recommendation:	Denial of the Request
Current Zone District:	RR (Large Lot Rural Residential)
Comp Plan Designation:	Residential (Rural)

Attachments for Review

☒ Attachment A: Applicant's Variance Request Narrative and Supporting Materials

Background Information

Site Information

Site Size:	2.24 acres (apx 97,574 square feet)
Current Conditions:	Vacant
Existing Right-of-Way:	S. Yampa Court (to the west)
Existing Buildings:	Site is vacant; Applicant's property is adjacent to the east (across municipal boundary) and there are neighboring residential properties to the north, south, and west across S. Yampa Ct.
Buildings to Remain?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
Site in Floodplain?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Surrounding Properties

<u>Existing Land Use</u>		<u>Occupant</u>	<u>Zoning</u>
North	Residential	Residence – 18371 E Davies Ave	RR
South	Residential	Residence – 7034 S Yampa Ct	RR
East	Residential	Residence – 6993 S Andes Cir (Centennial) (owned by same owner)	Centennial
West	Institutional	Residence – 6971 S Yampa Ct	RR

Site Map



Applicant's Request

The applicant requests the approval of a variance to allow the construction of an accessory structure prior to the establishment of the principal residential structure and use on the site. The proposed accessory structure would be approximately 40ft x 50ft (2,000sf) in size and built in a style and architectural quality comparable to accessory structures on neighboring properties. The proposed structure would be used by the property owners, whose primary residence is located adjacent to the east, in the City of Centennial, at 6993 S. Andes Circle, across the municipal boundary. The proposed accessory structure would be proposed on the lot in a manner and location that would allow the owner's access, while maintaining the vast majority of the lot as open/vacant land. This siting preserves the owner's western views and would accommodate the future construction of a single-family residence on the lot. The proposed structure would be served by electricity, but not by water or septic systems. The structure would be accessed from both S. Yampa Court and the owner's primary residence to the east.

Planning & Zoning Staff Analysis

Section 16-2-50(d)(4) states "Accessory structures and uses are not permitted unless and until the principal permitted use has been established on the property." This is the standard from which the applicants seek relief. The current Large Lot Residential (RR) zone district allows a detached accessory structure of the size and scope the applicant is proposing. However, as stated above, the code requires that such structure be constructed only after the principal residential use/structure is established.

The Town has architectural and development standards that control the design, placement, and aesthetics of accessory structure which would render a proposed accessory structure to have limited impacts on neighboring properties. The Town's controls would require an accessory structure to be similar in size and design to other accessory structures nearby. However, the instances of accessory structures existing prior to the principal structure on the same parcel are nearly non-existent in the surrounding neighborhood and throughout the Town. The primary character of the adjacent area consists of solely residential properties (principal single-family residential structures with detached accessory structures).

This variance would not result in a change in zoning, and thus the proposal generally aligns with the Town of Foxfield Master Plan. Multiple provisions in the Master Plan encourage development that "enhance[s] and protect[s] the existing low density, single family, and rural character of the community" or that is "compatible with a rural character, in terms of land use, scale or other characteristics." However, other provisions in the Master Plan encourage "appropriate and compatible development of currently undeveloped land." In light of future possible use(s) or sale of the property, developing such a large vacant tract with a lone detached accessory structure is not the highest and best development of the currently vacant property.

As outlined in further detail in Table 1. below, the main concerns with this application are related to the variance approval criteria outlined in Chapter 16, Article 5, Section 70 – Variances and appeals.

If the variance is granted, the owner must still obtain the appropriate permit(s) from the Town of Foxfield for any future proposed site development. All future site development shall conform with all other applicable provisions and development standards of the Town of Foxfield Municipal Code.

Variance Criteria Analysis

The property in question is subject to variance approval criteria found in Section 16-5-70 of the Town of Foxfield Municipal Code. The owner of the property provided answers to the criteria from Sec. 16-5-70 in their Variance Request Letter (Attachment A) and in a supplemental letter from their attorney (Attachment B). Below is a staff analysis of each point:

Table 1.

Criteria Met?	Approval Criteria	Rationale
<input type="checkbox"/>	<p>Section 16-5-70-(a)-(2)-(a)</p> <p>The applicant would suffer hardship as a result of the application of this Chapter, which hardship is not generally applicable to other lands or structures in the same zone district because of the unusual configuration of the applicant's property boundaries, because of unique circumstances related to the location of existing structures thereon or because of the existence of exceptional topographic conditions thereon.</p>	<p>There is no hardship for the subject property that is not applicable to all other properties in the RR zone district. All similarly situated property owners are prohibited from building accessory structures until after the principal use has been established. The Town's standard of the development sequencing of a principal structure, prior to an accessory structure, is applicable to all other lands in the RR district. In this instance, the applicant owns this vacant parcel in the Town of Foxfield. The applicant also owns their principal residence on the adjacent parcel in a neighboring jurisdiction (Centennial). Although this is a unique jurisdictional configuration, it does not constitute a hardship</p>
<input type="checkbox"/>	<p>Section 16-5-70-(a)-(2)-(b)</p> <p>There are no design alternatives or alternative locations for structures that would obviate the need for the requested variance or would reduce the amount of the variance required.</p>	<p>The request is to build an accessory structure that is not permitted without a principal residential structure. The only design alternatives allowed by the adopted code are to build a principal residence first, or to not build the accessory structure at all.</p>
<input type="checkbox"/>	<p>Section 16-5-70-(a)-(2)-(c)</p> <p>The enforcement of the provisions of this Chapter deprives the applicant of rights enjoyed by a majority of the other properties in the same zone district under the terms of this Chapter.</p>	<p>The applicant identified six properties in the Town of Foxfield where the owner of the principal residential property also owns an adjacent vacant property. One of these six vacant properties has an existing accessory structure on it, without a principal residence. This handful of samples and the lone example of a vacant property with an existing, legal, non-conforming accessory</p>

Criteria Met?	Approval Criteria	Rationale
		structure does not constitute the majority of the other properties in the same zone district under terms of the Zoning chapter. Standard enforcement of the zoning code does not allow an accessory structure to precede development of a principal structure.
<input type="checkbox"/>	Section 16-5-70-(a)-(2)-(d) The need for the variance does not result from the intentional, reckless or negligent actions of the applicant or his agent, a violation of any provision of this Code or a previously granted variance.	The requested relief does not, seemingly, result from intentional, reckless, or negligent actions of the applicant. As this is currently vacant land, no need is created by a previous violation of the Town's Code and there is no evidence of a previously granted variance.
<input type="checkbox"/>	Section 16-5-70-(a)-(2)-(e) Reasonable protections are afforded adjacent properties.	If the variance is granted, adjacent properties are subject to a minimally improved lot (accessory structure) with no guarantees of future "compatible development" as outlined in the Comprehensive Plan.
<input type="checkbox"/>	Section 16-5-70-(a)-(2)-(f) The requested variance will not cause an undesirable change in the character of the neighborhood or have an adverse effect on the physical or environmental conditions of the surrounding property.	The current character of the neighborhood is large lot single family development with accessory structures residing on the same parcel of property. The establishment of an accessory structure prior to a principal residential structure will set a precedent for similar sequencing of property development. In accordance with 16-2-50 (d)(5) – <i>Accessory structures and uses are not permitted unless and until the principal permitted use has been established on the property.</i> The language of the code contemplates both the pairing with a principal structure on the same parcel and the appropriate sequencing of a principal structure prior to an accessory structure.
<input type="checkbox"/>	Section 16-5-70-(a)-(2)-(g) The variance is the minimum variance that will make possible the reasonable use of the land or structure.	The reasonable use of the land is outlined by the Comprehensive Plan and the Municipal Code through Chapter 16 – Zoning. The underlying zone district (RR) highlights the development of low-density, single family residential uses on large lots. The code also anticipates the development of accessory structures in conjunction with principal structures. This is the predominant development pattern in the neighborhood and town.

Criteria Met?	Approval Criteria	Rationale
<input type="checkbox"/>	<p>Section 16-5-70-(a)-(2)-(h)</p> <p>The granting of the variance will:</p> <ol style="list-style-type: none"> 1. Observe the spirit of this Chapter; 2. Secure the public safety and welfare; 3. Ensure that substantial justice is done; and 4. Observe common sense. 	<ol style="list-style-type: none"> 1. For reasons stated above, the granting of the variance does not observe the spirit of the RR district. 2. This variance will not, seemingly, adversely affect public safety or welfare. However, the allowed variance to construct an accessory structure and potentially postpone development anticipated by the Comprehensive Plan and Code may have an underlying impact to the neighborhood and surrounding properties. 3. This variance request is not providing remedy for an unjust condition. This is a simple request for a direct variation from the code. 4. The specificity of 16-2-50 (d)(5) prohibiting the proposed sequence of building development highlights that town decision makers, vested with land use authority, have considered this unique scenario in adopting the language of the code. Approving this variance may set a poor precedent for future property owners to attempt to similarly exempt themselves from the principal structure first, accessory structure second sequence. Further, future transactions of the property do not guarantee that both properties (the applicant's property in Centennial and the subject property for request of the variance) will remain under common ownership.

Planning & Zoning Staff Recommendation

Based upon the analysis above, the Planning & Zoning Staff believe the application does not meet the criteria for a variance, as set forth in Chapter 16-5-70 (a-h) of the Town of Foxfield Municipal Code and recommends that the Board of Adjustment deny the request of the applicants, at 6972 S. Yampa Court, to construct an accessory structure on the parcel prior to the establishment of the principal permitted use. The recommendation is provided in the context of the analysis of the approval criteria offered above.



ATTACHMENT A

Kirby Smith & Associates, Inc.

May 11, 2020 Updated 01/25/21

Town of Foxfield Town Clerk
c/o Randi Gallivan
P.O. Box 461450
Foxfield, CO 80046

RE: Paul & Suzanne Behr Property- 6972 S. Yampa Court, Foxfield, CO 80016 – A.K.A. Lot 3, Block 1, Sierra Vista Estates Sub. Filing No. 4 - Variance Request.

Dear Randi:

Our company, Kirby Smith & Associates, Inc., on behalf of the property owner, Paul & Suzanne Behr, are requesting a waiver of Chapter 16 Zoning Code, Sec. 16-2-50 Large Lot Rural District (RR), (d) Development Standards Specific to the RR Zone District, item (5). Which states: “*Accessory structures and uses are not permitted unless and until the principal permitted use has been established on the property.*” This request is for a variance to allow the property owners to construct an accessory structure on their lot prior to the establishment of the principal permitted use (i.e. prior to the construction of a single family home on this lot). The proposed accessory structure would be proposed to be approximately 40’ x 50’ (2000 SF) in size; and built in a style and architectural quality comparable to the accessory structures on nearby adjacent properties within Foxfield. This proposed accessory structure would be sited on the lot in a manner and location that would allow the owner access; while maintaining the vast majority of the lot as passive open space (to preserve the view from the owner’s primary residence, located to the west of the lot described above) for the foreseeable future; and preserving the bulk of the property to accommodate the possible construction of a single family home on this lot at some point in the future. The proposed accessory structure would be served by electricity, but not by water or septic systems; and accessed from both S. Yampa Court and the owner’s primary residence which lies on the lot directly to the east of the subject lot. Exhibit A below contains several photos of the Behr’s lot, with their home in the background. Please see the attached photos of nearby comparable accessory structures within Foxfield (Exhibit B below); the attached conceptual sketch plan for this lot; and typical Morton Buildings (Exhibit C below) that represent the style and architectural quality of the structure that the owner intends to build.

In support of this variance request the Applicant and Owner offer the following responses to the findings required by the Board of Adjustment in order to authorize such a variance:

a. The applicant would suffer hardship as a result of the application of this Chapter, which hardship is not generally applicable to other lands or structures in the same zone district because of the unusual configuration of the applicant's property boundaries, because of unique circumstances related to the location of existing structures thereon or because of the existence of exceptional topographic conditions thereon. – The Behr Family own the lot immediately to the east and adjacent to the subject lot, where their primary residence is located. They purchased the subject lot to function as a visual open space buffer, in order to preserve their home’s mountain view. Due to the 16-2-50 (d) (5) provision, the owner is unable to build an accessory structure on this lot because of the unusual configuration of the property boundary which separates the owner’s primary residence from the remainder of their property ownership. The result of the application of the provision listed above would mean that the owner would need to first establish a single family detached dwelling on this lot before an accessory structure could be built. For a retired couple with a home overlooking this property, the construction of another home (at the cost of between \$700,000 and \$720,000) would constitute a significant hardship.

b. There are no design alternatives or alternative locations for structures that would obviate the need for the requested variance or would reduce the amount of the variance required. – Design alternatives or alternative locations within this lot are not the concern. Based on the 16-2-50 (d) (5) provision, the only alternative would be for the owner to first establish a single family detached dwelling on this lot property (which is a considerable hardship).

c. The enforcement of the provisions of this Chapter deprives the applicant of rights enjoyed by a majority of the other properties in the same zone district under the terms of this Chapter. – The enforcement of the 16-2-50 (d) (5) provision deprives the owner from building an accessory structure on their property, in relative proximity to their home. There are currently 12 vacant RR lots within Foxfield; 6 of these are examples of vacant RR residential lots that are owned by the adjacent home owner (three of these have existing accessory buildings near their homes); and there is one vacant RR lot owned by the adjacent home owner that has an existing accessory structure constructed upon it. Therefore, this situation indicates that such a variation from the strict application of the 16-2-50 (d) (5) provision exists in the Town without any negative impacts on the adjacent properties or the community as a whole. (See the attached Vicinity Map & Foxfield Vacant RR Lots). Thus leaving only the Behr property and one other adjacently owned vacant lot without existing accessory structures.



Kirby Smith & Associates, Inc.

d. The need for the variance does not result from the intentional, reckless or negligent actions of the applicant or his agent, a violation of any provision of this Code or a previously granted variance. – No such actions have been taken by the owner. Only the lawful purchase of this lot in 2008.

e. Reasonable protections are afforded adjacent properties. – Other than the requested variance, all other setbacks and lot development standards per the Town's zoning, subdivision, and building codes and requirements will be met by the future construction of the proposed accessory structure. In addition, the lot will remain as mainly passive open space for the foreseeable future; while preserving the ability for a single family detached dwelling unit to be built at some point in the future.

f. The requested variance will not cause an undesirable change in the character of the neighborhood or have an adverse effect on the physical or environmental conditions of the surrounding property. – The neighborhood character will remain the same as a semi-rural residential neighborhood; with single family detached homes and accessory structures interspersed with areas of open land. The addition of the proposed accessory structure on this lot will be of a similar character as the other accessory structures seen along S. Yampa Court, and along other streets within the Town of Foxfield. Therefore there will be no adverse effects on the surrounding properties of the community as a whole. The owners have always maintained their properties in a neat and clean condition (with regular mowing, and no trash, or storage clutter. See Exhibit A photos of the subject property).

g. The variance is the minimum variance that will make possible the reasonable use of the land or structure. – Yes. This is the minimum variance that will allow the owner to build the proposed structure without the hardship and added expense of building another single family home.

h. The granting of the variance will.

1. *Observe the spirit of this Chapter;* - Yes. It will allow the owners to build an accessory structure similar to their neighbors, while preserving the ability for another single family detached dwelling unit to be built in the Foxfield community at some point in the future.

2. *Secure the public safety and welfare;* - Yes. The granting of this variance will not adversely affect public safety or welfare.

3. *Ensure that substantial justice is done; and* – Yes. The granting of this variance will allow the owners to develop a desired structure for their personal use, which at some point in time may become an accessory building for a new owner of the lot, who will likely build a new home on the lot.

4. *Observe common sense.* – Yes. It will allow the construction of a structure that is entirely within the character of the neighborhood; while maintaining the vast majority of the lot as passive, visual open space for the benefit of the surrounding community; and when eventually sold by the owners or their heirs will allow the construction of a new single family detached home within the Town. However, with or without the approval of this requested variance, the timing for the future sale of this lot, and the ultimate construction of a new home will not change.

Owners: Paul & Suzanne Behr
6993 S. Andes Court
Centennial, CO, 80016-2111
303-807-1108

Applicant/Representative: Kirby Smith & Associates, Inc.,
Mr. Kirby Smith -303-694-9484
6201 So. Hudson Ct.
Centennial, CO 80121
E-mail: ksakirby@aol.com

Following the applicant's and owner's pre-application conference call with the Town staff (11/06/20), we respectfully submit this proposed variance narrative and supporting exhibits, and request the Town staff's review and comments in preparation for a formal submittal for Board of Adjustment approval of the above requested variance.

Sincerely,

Kirby J. Smith
President



Kirby Smith & Associates, Inc.

EXHIBIT A

Paul & Suzanne Behr Foxfield Lot- 6972 S. Yampa Court





Kirby Smith & Associates, Inc.

EXHIBIT B

Nearby Comparable Accessory Structures Within Foxfield (7034 S. Yampa Court, immediately south of the Behr Property)





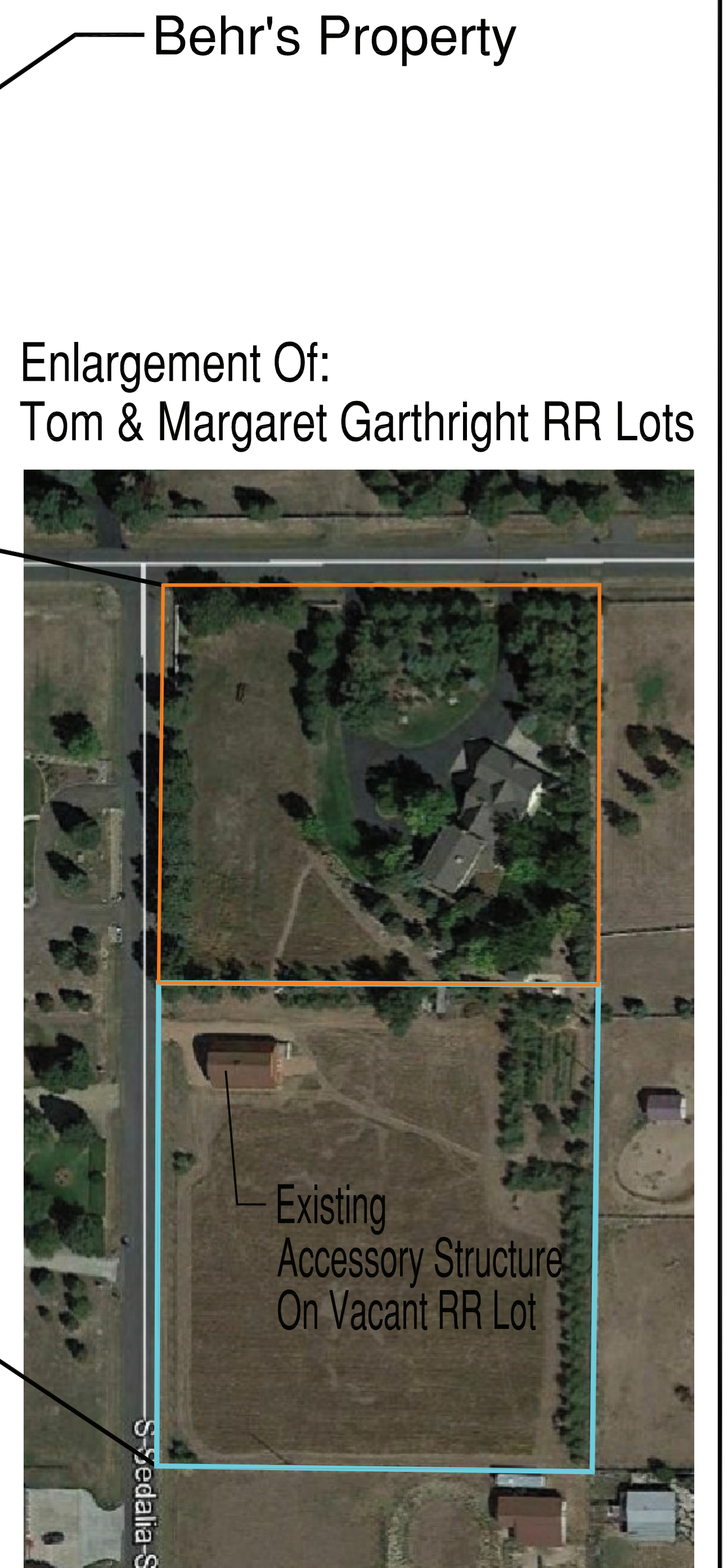
Kirby Smith & Associates, Inc.

EXHIBIT C

Typical Morton Building Examples



Lot 3, Block, Sierra Vista Estates Subdivision, Filing No. 4
Town Of Foxfield, Colorado
Sheet 1 Of 2



TOWN OF FOXFIELD VACANT RR LOTS WITH EXISTING ACCESSORY STRUCTURES = 1:



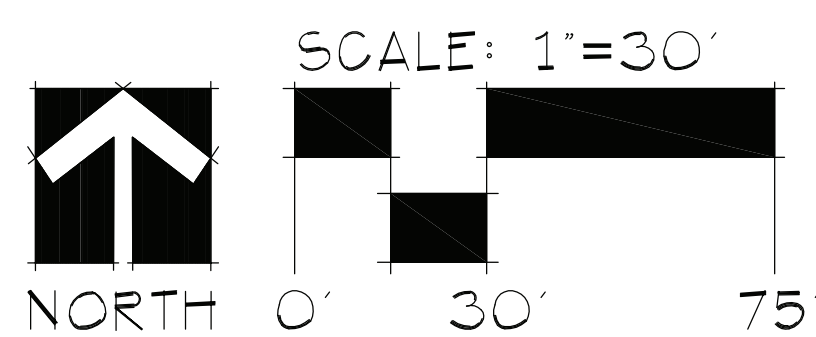
Kirby Smith & Associates, Inc.
Land Planning • Site Design • Landscape Architecture
6201 So. Hudson Court Centennial, CO 80121
(303) 694-9484 FAX (303) 694-9272

Date Prepared: 05/11/20
Revisions:

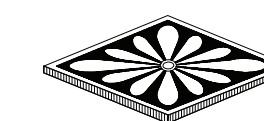
PAUL & SUZANNE BEHR PROPERTY

Variance Request Conceptual Sketch Plan

Lot 3, Block, Sierra Vista Estates Subdivision, Filing No. 4
Town Of Foxfield, Colorado
Sheet 2 Of 2



Prepared By:
Planner:



Kirby Smith & Associates, Inc.
Land Planning • Site Design • Landscape Architecture
8201 So. Hudson Court, Centennial, CO 80121
(303) 694-9484 FAX (303) 694-9272

Prepared For:
Paul & Suzanne Behr
c/o Paul C. Behr
6993 S. Andes Court
Centennial, CO 80016
(303) 807-1108

Behr Family Trust Property
6972 So. Yampa Court
VARIANCE REQUEST

Date Prepared: 05/11/20
Revisions:

October 30, 2020

Town of Foxfield Town Clerk
c/o Randi Gallivan
P.O. Box 461450
Foxfield, Colorado 80046

Re: Supplement to the May 11, 2020 letter concerning Paul C. Behr and Suzanne F. Behr's property at 6972 S. Yampa Court.

Dear Mr. Gallivan and the Town of Foxfield Board of Trustees,

I am an attorney writing on behalf of my clients Paul C. Behr and Suzanne F. Behr. On May 11, 2020, Kirby Smith, on behalf of the Behrs, sent a letter requesting a variance from the Town of Foxfield to construct an accessory structure on the Behrs' vacant property at 6972 S. Yampa Court. Since that letter was sent, it has come to the Behrs' attention that there is some uncertainty regarding satisfaction of the hardship requirement. This letter is intended to supplement the May 11, 2020 letter to address the hardship requirement in greater detail, and, in particular, to explain why the Behrs' proposed project satisfies the hardship requirement.

I. Background

I suspect you are already familiar with the facts underlying this matter, which are set out in greater detail in the May 11, 2020 letter. Accordingly, I will summarize the background facts just briefly.

The Behrs own property improved with a single-family residence in Centennial, Colorado, and an adjacent vacant lot in Foxfield, Colorado that is zoned RR (Large Lot Rural Residential). The Behrs would like to build an accessory structure, similar to the types of accessory structures identified in Foxfield Municipal Code § 16-2-50(b)(2), on their Foxfield lot. Foxfield Municipal Code § 16-2-50(d)(5) provides: "Accessory structures and uses are not permitted unless and until the principal permitted use has been established on the property"; see also § 16-2-40(c) ("No accessory uses are allowed if not associated with a principal use and are not allowed if the principal use as not been established.").

The Behrs already have a single-family residence on their adjacent lot in Centennial. Building another single-family residence on the Foxfield lot as a prerequisite to building the Behrs' proposed accessory structure would be financially burdensome, an unnecessary use of resources, and inconsistent with the public's interests, as set forth in Foxfield's master plan. Accordingly, the Behrs have requested a variance.

Per Municipal Code § 16-5-70, a variance can be approved only upon the satisfaction of several distinct conditions. The May 11, 2020 letter describes why the Behrs' application would satisfy each of these conditions.

Of particular note, to be granted a variance, the applicant for a variance will have to show:

The applicant would suffer hardship as a result of the application of this Chapter, which hardship is not generally applicable to other lands or structures in the same zone district because of the unusual configuration of the applicant's property boundaries, because of unique circumstances related to the location of existing structures thereon or because of the existence of exceptional topographic conditions thereon.

Municipal Code § 16-5-70(a)(2)(a).

This letter is intended to supplement the May 11, 2020 letter to further explain why the Behrs' application satisfies this hardship requirement.

II. Discussion

As explained in the May 11, 2020 letter:

The Behr Family own[s] the lot immediately to the east and adjacent to the subject lot, where their primary residence is located. [The Behrs] purchased the subject lot to function as a visual open space buffer, in order to preserve their home's mountain view. Due to the 16-2-50 (d)(5) provision, the owner is unable to build an accessory structure on this lot because of the unusual configuration of the property boundary which separates the owner's primary residence from the remainder of their property ownership. The result of the application of the provision listed above would mean that the owner would need to first establish a single family detached dwelling on this lot before an accessory structure could be built. For a retired couple with a home overlooking this property, the construction of another home (at the cost of between \$700,000 and \$720,000) would constitute a significant hardship.

Colorado law further supports a finding that the Behrs satisfy the hardship requirement. In Wood Bros. Homes, Inc. v. Colorado Springs, 568 P.2d 487 (Colo. 1977), the City of Colorado Springs required that developers fund the construction of drainage facilities as a precondition for development. Id. at 488-489. When Wood Bros. sought to develop some land, Colorado Springs demanded that Wood Bros. construct drainage facilities to "point C" a considerable distance from the proposed development. Id. at 489. Wood Bros. sought a variance from Colorado Springs because the construction of such a large drainage facility would constitute an undue hardship. Id. When the variance was denied, Wood Bros. filed suit.

The trial court found that only 2% of the effluent in the proposed drainage facility would come from Wood Bros.'s proposed development, yet Colorado Springs was requiring Wood Bros.

to pay the entire \$282,000 for construction of the drainage facility. Id. Thus, the trial court ruled that Colorado Springs's decision to deny the variance was arbitrary and capricious. Id. at 490.

On appeal, the Colorado Supreme Court affirmed the trial court and ruled that Colorado Springs's refusal to grant the variance constituted an abuse of discretion. Id. at 491. In so doing, the Court provided perhaps the only authoritative definition on "hardship" in Colorado.

Adopting the "hardship" rationale in Beerman v. City of Kettering, 237 N.E.2d 644 (Ohio 1965), the Colorado Supreme Court explained that a court must first look at whether a literal enforcement of a zoning ordinance would work a substantial and unnecessary injustice. If so, the court must then look at whether the unjust measure is necessary to carry out the purpose of the ordinance. "In effect, [the] court balance[s] individual hardship against public benefit." Wood Bros. Homes, Inc. v. Colorado Springs, 568 P.2d at 491.

Balancing Individual Hardship Against The Public Benefit of Strict Enforcement of Zoning Code

A. Individual Hardship

The financial hardship on the Behrs has already been well documented. In the absence of a variance, the Behrs would have to spend an additional \$700,000+ to construct a single-family residence on the property prior to building the accessory structure.

Generally speaking, though, financial hardship is not enough, standing alone, to establish a hardship; there must be some other fact in support of a hardship. Wood Bros. Homes, Inc. v. Colorado Springs, 568 P.2d at 491. For instance, in Beerman, the court determined that financial hardship coupled with certain characteristics of the land satisfied the variance's hardship requirement.

Here, the hardship is not based solely on the financial burden. In other words, it is not simply that compliance with the zoning code would be expensive for the Behrs. It is that construction of a second single-family residence is unnecessary, undesired, and a waste of resources given the presence of the Behrs' existing single-family home located on their adjacent lot in Centennial. Stated differently, even if the Behrs could readily spend \$700,000+ to construct a single-family residence on the Foxfield lot, the newly-built residence would serve no beneficial purpose and the unnecessary primary structure would detract from the character of the Behrs' two adjacent properties.

Ultimately, the absence of a variance would cause the Behrs to suffer a substantial and unnecessary individual hardship.

B. Public Benefit of Strict Enforcement of the Zoning Code

Per Wood Bros., the Behrs' individual hardship must be balanced against the public benefit of strict enforcement of the zoning code. Imagine a teeter-totter with the individual hardship on one side and the public benefit of strict enforcement of the zoning code on the other side. To satisfy the

hardship requirement, the teeter-totter must lean down towards the individual hardship and up on the public benefit of strict enforcement side.

This matter, however, presents the unusual case in which the public benefit of not enforcing the zoning code is actually *consistent* with granting the variance and against strict enforcement of the zoning code. In other words, the public benefit and the individual hardship are both on the same side of the teeter-totter, and there is nothing on the opposite side.

A variance here would benefit the public, as evidenced by the zoning code and Foxfield's master plan, both of which indicate the public benefit of preserving the rural character of Foxfield and encourage minimizing dense development and congestion.

Per Municipal Code § 16-1-30, the purpose of the zoning code is to promote the health, safety, convenience, order, prosperity and welfare of the present and future residence of the Town by, among other things, lessening of congestion on streets and roads, protecting urban and non-urban development, *and implementing the comprehensive master plan*.

Section 4.1 of Foxfield's comprehensive master plan states that its goal is to "enhance and protect the existing low density, single family, and rural character of the community." To do so, the master plan seeks to (among other things):

- Maintain the standard of single-family residential development on rural estate lots.
- Encourage appropriate and compatible development of currently undeveloped land.
- Encourage development that is compatible with a rural character, in terms of land use, scale or other characteristics.

Section 4.2 of Foxfield's master plan further states that its goal is to "allow only land uses in the community which are compatible with a well-cared for rural, low density character." To do so, the master plan seeks to (among other things):

- Maintain the minimum standard of one residential unit per approximately 2.5 acres except for specific areas identified on the Master Plan map.
- Encourage flexibility and common sense in development the remaining undeveloped land in order to achieve compatible land use and site planning while providing benefits to the Foxfield community as a whole.

Section 4.3 of Foxfield's master plan further states that its goal is to "encourage creative and flexible planning for the land which remains undeveloped." To do so, the master plan seeks to (among other things):

- Encourage flexible site planning to allow for the creation of public open space, including planned development techniques.
- Consider environmental conditions of a site and its surrounding area when evaluating new development.

Thus, Foxfield has already determined that the public benefits from low density development, rather than construction of unwanted and unnecessary residences. Yet a strict application of the zoning code would, as a prerequisite to building an accessory structure, require construction of an additional single-family residence, when all that is desired is an accessory structure next to an existing residence that happens to lie on the other side of an invisible lot line.

Ultimately, the purpose of a variance is to eliminate “the necessity of a slavish adherence to the precise letter of the limitations where in a given case little or no good on the one side and undue hardship on the other would result from a literal enforcement and to protect the ordinance against attack on the ground of unreasonable interference with private rights.” Peterson v. Vasak, 76 N.W.2d 420, 427 (Neb. 1956)). Both the individual hardship and the public benefit weigh in favor of granting a variance here.

* * *

Cases from jurisdictions outside of Colorado also support the conclusion that the Behrs satisfy the hardship requirement. Stice v. Gribben-Allen Motors, Inc., 216 Kan. 744 (1975), a case cited favorably by the Colorado Supreme Court in Wood Bros., provides that an unnecessary hardship arises when “the use restriction, viewing the property in the setting of its environment, is so unreasonable as to constitute an arbitrary and capricious interference with the basic right of private property” Id. at 751 (quoting Peterson v. Vasak, 76 N.W.2d 420 (Neb. 1956)).

Similarly, Beerman, *supra*, states: “The essential inquiry on an application for a variance on the ground of undue hardship is whether, in the circumstances exhibited, the denial thereof would constitute an unjust and unnecessary invasion of the fundamental right of property.” Id. (quoting cases from other jurisdictions).

Here, the accessory structure would be allowed but for an imaginary line separating lots in Foxfield from Centennial. Accordingly, should Foxfield’s zoning regulations be applied strictly, they would likely be deemed an arbitrary and capricious, unjust and unnecessary restriction on the Behr’s property rights to build an accessory structure.

Finally, it should be noted that other states have variations on the Wood Bros. balancing test for the hardship requirement. For instance, in Simplex Technologies v. Town of Newington, 145 N.H. 727 (2001), the New Hampshire Supreme Court acknowledged that under the then-existing rule, property owners seeking a variance had to show that application of the ordinance would effectively prevent the owner from making any reasonable use of the land. Id. at 730. But the New Hampshire Supreme Court rejected such a restrictive rule in favor of a much more lenient rule. Under the new rule, applicants for a variance may establish an unnecessary hardship by showing that (1) a zoning restriction as applied to their property interferes with their reasonable use of the property, considering the unique setting of the property in its environment; (2) no fair and substantial relationship exists between the general purposes of the zoning ordinance and the specific restriction on the property; and (3) the variance would not injure the public or private rights of others. Id. at 731-732. As demonstrated above, the Behrs would satisfy this hardship standard as well.

III. Conclusion

The Behrs believe they are able to satisfy all the requirements for a variance, including the hardship requirement. They would appreciate the opportunity to have a pre-application meeting with the relevant parties to further discuss the variance.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Joel M Spector". The signature is written in a cursive style with a large "J" and "S".

Joel M. Spector

Town of Foxfield Town Clerk
c/o Randi Gallivan
P.O. Box 461450
Foxfield, Colorado 80046

Re: Supplement to the May 11, 2020 letter concerning Paul C. Behr and Suzanne F. Behr's property at 6972 S. Yampa Court.

Dear Ms. Gallivan and the Town of Foxfield Board of Trustees,

I've been asked to give my opinion on a proposed outbuilding's impact on the value of a vacant lot in Foxfield, owned by Paul & Suzanne Behr.

Before giving my Position, I'd like to give you a little bit of my background. I'm Jerilee Peterson, from mile hi modern. Mile hi modern is a boutique, luxury home real estate brokerage, focusing on the artistry of living. Our purpose is to bring the story to light of every home we represent, the intrinsic value as well as the unique edge and architecture. We are also one of the top producing offices in Denver.

I have lived previously in Antelope East after building a home there in 1992. I sold the property in 2007, which at the time was the highest sold property in Antelope- \$610,000.

I worked for 4 yrs. for a luxury, national builder, Toll Brothers, as their Sales Manager in Castle Pines Village and sold out my inventory in 4 years—100 homes for shy of 100 Million. I've worked in real estate for 21 years. I currently work both resale and New Development throughout the Denver Metro and surrounding areas.

I was approached based on my experience as well as my knowledge from having lived on close in, rural horse property for 15 years. After visiting the property here are my comments:

For purposes of consistent terminology, the proposed accessory structure is essentially an "outbuilding" similarly to many others within Foxfield. In walking the lot, it appears to me to be one of, if not the best lot in Foxfield for a variety of reasons. First, the views stretch from Northern to Southern Colorado, including Longs Peak to Pikes. It is a lot with beautiful older trees outside of the sprawling, pristine white fencing. The lot seems to be fairly flat and gently falling away towards the South and West, perfect for drainage/septic field.

The owners want to simply build an outbuilding. Many such out buildings already exist throughout Foxfield. Some are barns or garages. Others are part of a breezeway to both the house and garages. There is even one red barn all alone a few streets away. The Behr's lot is particularly notable because of its views, lot topography, natural mature trees, landscape, and fencing. All of those advantages, along with the lack of vacant lots, add up to a very valuable and sought after lot if marketed. By adding an outbuilding, without a home first, this lot's value would not be diminished. In fact, the proposed outbuilding will increase the lot's value, in my opinion. The owners want to add an improvement that could easily be incorporated into a future home with a breezeway, or could, in and of itself, create a style that projects the beauty of Foxfield and surrounding properties.

I have included photos for your review from my research. The photos are of the Behr's Foxfield lot, homes with breeze ways connecting to outbuildings/garages, and the single red barn a few blocks away from the subject property.

Please feel free to reach out to me with any questions. I appreciate your time and consideration.

Warmly,

Jerilee

jerilee **peterson** | BROKER ASSOCIATE | 303. 257. 9887 | milehimodern.com
lohi 2015 West 32nd Avenue | **cherry creek** 44 Cook Street

Jerilee Peterson Letter - Attachment A
Paul & Suzanne Behr Foxfield Lot- 6972 S. Yampa Court
Looking west across the Behr's Foxfield lot



Looking east across the Behr's Foxfield lot (toward their home)



Looking west from the Behr's home (and across the Behr's Foxfield lot)



Jerilee Peterson Letter - Attachment B
Foxfield Accessory Building Examples

Residence
Breezeway
Accessory Building

Accessory Building attached
to primary residence with a breezeway
(7012 S. Telluride Street)



Accessory Building attached
to primary residence with a breezeway
(17618 East Davies Ave.)



Accessory Building

Breezeway

Residence

Single Red Barn - existing accessory structure on vacant
RR lot (Garthright property on S. Sedalia Street, south
of Garthright residence at 17618 East Davies Ave.)



(See Variance Request Vicinity Map &
Foxfield Vacant RR Lots exhibit for location)



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: May 6, 2021

RE: Ordinance 2021-03 Amending Chapter 7 of the Foxfield Municipal Code
Concerning Outdoor Storage in the Rural Residential Zone District

DISCUSSION:

Ordinance 2021-03 amends Chapter 7 of the Foxfield Municipal Code concerning outdoor storage in the rural residential zone district. Some clarifying language has been added to 7.a.5. and is underlined for reference in the Ordinance.

RECOMMENDED MOTION:

"I move to approve Ordinance 2021-03 Amending Chapter 7 of the Foxfield Municipal Code concerning Outdoor Storage in the Rural Residential Zone District."

ATTACHMENT:

Exhibit A: Ordinance 2021-03 Chapter 7 of the Foxfield Municipal Code Concerning Outdoor Storage in the Rural Residential Zone District

Trustee Bill No. 03
Series of 2021
Town of Foxfield

Introduced by Trustee

**A BILL FOR AN ORDINANCE AMENDING CHAPTER 7 OF THE FOXFIELD
MUNICIPAL CODE CONCERNING OUTDOOR STORAGE IN THE RURAL
RESIDENTIAL ZONE DISTRICT**

WHEREAS, the Board of Trustees desires to amend certain provisions of Chapter 7 of the Town of Foxfield Municipal Code concerning outdoor storage in the Rural Residential Zone District;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF FOXFIELD, COLORADO:

Section 1. The definitions of “Litter” and “Vehicle” contained within Section 7-1-10 of the Foxfield Municipal Code are hereby deleted in their entirety.

Section 2. The definition of “Trash” contained within Section 7-1-10 of the Foxfield Municipal Code is hereby amended to read as follows:

Trash means that which is worthless or useless and includes but is not limited to any and every refuse, rubbish, garbage, debris, waste material, paper, cartons, bottles, boxes, crates, barrels, plastic object, wooden object: wood (except stacked firewood and stacked construction materials); wood or upholstered furniture or bedding; rubber, metals, tin or aluminum cans, metal furniture; chemical compound, petroleum product or compound, paint; automobile part or accessory, tire, wheel; food or food product; solvent, dye, beverage; offal composed of animal matter or vegetable matter or both; dirt, rock, pieces of concrete, bricks, glass, crockery or other minerals or mineral wastes; or any noxious or offensive matter whatsoever. However, such does not include earth and waste from building construction during the period in which a valid building permit issued by the Town is applicable.

Section 3. Section 7-1-10 of the Foxfield Municipal Code is hereby amended by the addition thereto of the following definitions:

Other Vehicles means class 4-5 (14,000-19,500 pounds) and Recreational Vehicle classes A,B and C. Other vehicles also include licensed trailers (with or without vehicles on them), ATVs, jet skis and boats.

Passenger Vehicle means Class 1-3 (weighing under 14,000 pounds). Including, but not limited to, automobiles and motorcycles.

Section 4. Section 7-1-20 (7)a. of the Foxfield Municipal Code is hereby repealed and reenacted to read as follows:

Sec. 7-1-20. Nuisance defined.

Nuisance includes:

* * *

(7) The existence, without limitation, of any of the following conditions:

a. Outdoor storage.

1. No person shall be permitted to store items or materials in a public right-of-way.

2. The accumulation of junk, trash, stale or odorous matter, including improperly maintained compost or manure piles that emit odor or similar materials that constitute a threat to the health or safety of any person, or that contribute to blight and land degradation, is prohibited.

3. Attractive nuisances generally considered dangerous to children, including abandoned, broken or neglected vehicles, equipment, machinery, refrigerators and freezers, hazardous pools or excavations related to construction sites.

4. The outdoor storage or accumulation of the following items on private property, other than in a fully enclosed structure or properly screened from view from the public right of way and neighboring properties is prohibited:

a) Tools, equipment, inventory and other supplies; however, on properties with current, valid building permits, these items may be stored in small quantities of required supplies during the term of the building permit.

b) The parking or storage of any unlicensed or inoperable vehicle. This Subparagraph is not meant to prohibit outside storage of bona fide collector's items when stored in compliance with Section 42-12-101, et seq., C.R.S., and other applicable ordinances.

c) The parking or storage of any passenger vehicle, other vehicle or other articles of personal property, not owned by the occupant of the property upon which it is parked, stored or used, for longer than a period of ten (10) days.

d) The unscreened parking or storage of more than a total of ten (10) vehicles so long as no more than five (5) of the ten (10) vehicles are "other vehicles" as defined by this Article 1 of Chapter 7. Any additional vehicles, beyond the ten (10) vehicle limit in this section must be parked in an enclosed structure or properly screened from view from the public right of way and neighboring properties.

e) The parking or storage of any Class 6-9 vehicle (weight exceeding 19,501 pounds).

5. No person shall park, store, leave, keep or maintain any vehicle, other vehicle, any items or materials on vacant lots or parcels except when such vehicles or items are being used in connection with an active building permit, or when such vehicles or items are stored on a vacant lot adjoining a lot containing an existing single-family residence [in the Town of Foxfield](#) under common ownership with the vacant lot. [For purposes of this provision, adjoining lot shall mean a lot sharing a contiguous platted lot line.](#)

Section 5. Section 7-1-20(7)f of the Foxfield Municipal Code is hereby repealed and reenacted to read as follows:

- f. Streets, streams and water supply. No person shall throw or deposit or cause or permit to be thrown or deposited trash, junk or other offensive matter upon any street, avenue, alley, sidewalk or public or private grounds. No person shall throw or deposit or cause or permit to be thrown or deposited trash, junk or any other substance that would tend to have a polluting effect, into the water of any stream, ditch, pond, well, cistern, trough or other body of water, whether artificially or naturally created or so near any such place as to be liable to pollute the water.

Section 6. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police powers of the Town of Foxfield, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 7. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 8. This ordinance shall become effective thirty (30) days after final publication.

Adopted as Ordinance No. 03 Series of 2021, by the Board of Trustees of Foxfield, Colorado, and signed and approved by its Mayor or presiding officers this day of 2021.

Lisa Jones, Mayor

ATTEST:

Miranda Gallivan, Town Clerk

Town Seal

Corey Y. Hoffmann, Town Attorney
(Approved as to Form)



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: May 6, 2021

RE: 2021 Foxfield Pavement Maintenance Bid Package

DISCUSSION:

On April 1, 2021, the Board approved the Engineering Scope of Work Proposal and Fee Estimate for the 2021 Pavement Repair and Surface Treatment Program with SEH. SEH completed an evaluation of the Town roads and provided their recommendations for crack patching and chip sealing that can be found in the bid package attached as Exhibit A. The work to be done includes two feet (2ft) of pavement needed on each side of the gate at Fremont required by South Metro Fire.

The Town of Parker will be doing chip sealing to some of their roads again this year with Vance Brothers as their contractor. The Town of Parker and Vance Brothers have again offered to have the Town of Foxfield piggyback with them for our 2021 road maintenance work this year.

The attached estimate of *Probable Construction Costs* is based on what Vance Brothers has already committed to with Parker. It is higher than last year by approximately 10% per square foot but still reasonable compared to the market. The total estimate (Exhibit B), including traffic control, mobilization and a 5% contingency, is \$315,500. The approved proposal for the engineering fees was \$16,546 for a total of \$332,046.

Vance Brothers' work for the Town was done well last year. In addition, The Town of Parker has already done the bidding process. Therefore, staff and SEH recommend that the Town of Foxfield negotiate a contract with Vance Brothers for the 2021 road work.

ATTACHMENTS:

Exhibit A – 2021 Pavement Patching, Crack Sealing and Surface Treatment Bid Package
Exhibit B – 2021 Engineers Estimate of Probable Construction Costs

REQUEST FOR BIDS

To be provided to the

TOWN OF FOXFIELD, COLORADO

For the construction of

2021 Pavement Patching, Crack Sealing, and Surface Treatment

May 3, 2021

TABLE OF CONTENTS
CONTRACT DOCUMENTS

BID INFORMATION	PAGE SECTION
PART 1 - REQUEST FOR BIDS.....	1-1
PART 2 - INSTRUCTIONS TO BIDDERS.....	2-1
 WORK DOCUMENTS	
A. BID FORM (INCLUDING BID SUMMARY).....	A-1
B. BID SCHEDULE.....	B-1
C. BIDDER'S QUALIFICATION STATEMENT.....	C-1
D. CERTIFICATE REGARDING EMPLOYMENT OF ILLEGAL ALIENS.....	D-1
E. CONSTRUCTION CONTRACT	E-1
F. CERTIFICATE OF INSURANCE VERIFICATION.....	F-1
G. NOTICE OF AWARD	G-1
H. NOTICE TO PROCEED.....	H-1
I. BID BOND	I-1
J. PAYMENT AND PERFORMANCE BOND	J-1
K. CERTIFICATE OF FINAL PAYMENT	K-1
L. FINAL ACCEPTANCE FORM	L-1
M. GENERAL PROVISIONS	M-1
N. SPECIAL PROVISIONS	N-1
O. TECHNICAL SPECIFICATIONS	O-1
P. CONSTRUCTION DRAWINGS	P-1

PART 1 – REQUEST FOR BIDS

WORK: Pavement Patching, Crack Sealing, and Surface Treatment

WORK NO [REDACTED]

SUBMITTAL DATE AND LOCATION:

Date of Request:

Due Date for Bids: [REDACTED] by 10:00 A.M.

Submit one copy of the Bid to:
Town of Foxfield
c/o Erica Olsen, SEH
2000 S Colorado Blvd. Suite 6000
Colorado Centre Tower 1
Denver, CO 80222

The Town of Foxfield requests Bids for:

Crack sealing, crack patching, and application of 3/8 inch chip seal surface treatment at various locations.

Any questions concerning this Request for Bids shall be directed **IN WRITING ONLY** to the

Town Administrator _____, FAX [REDACTED], or E-MAIL: [REDACTED].

Karen Proctor

Title: Town Administrator

PART 2 - INSTRUCTIONS TO BIDDERS

- 2.1 A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder on the form supplied by the Town to provide the work specified in the Request for Bids for the compensation specified.
- 2.2 Bids shall be clearly marked with the work name, contact person, mailing address, and telephone number of the Bidder.
- 2.3 It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the Town's possession by or before the time and date designated in the Request. Bids will not be accepted after the designated time and date. Any Bid received late will be returned to the Bidder unopened, if possible.
- 2.4 If a mistake is made or discovered during or after the Bid review, the Town reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the Town, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid or the Contract Documents. Bidders shall notify the Town immediately of any errors or omissions that are encountered.
- 2.5 Any interlineation, alteration, or erasure shall be initialed by the Bidder. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
- 2.6 The Town shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
- 2.7 Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The Town is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
- 2.8 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
- 2.9 The following information shall be submitted with the Bid:

- 2.9.1. The names and resumes of staff personnel who will be assigned to the work.
- 2.9.2 A complete proposed scope of work and schedule, including any alternatives that can be identified. The Bidder is expected to review the work site prior to submittal of the Bid.
- 2.9.3 The names and addresses of any subcontractors who will be retained for the work.
- 2.9.4 A list of the Bidder's previous experience on construction of similar projects.
- 2.10 The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder:
(1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the Contract Documents, the site and conditions of delivery, the Foxfield Municipal Code, and other applicable law.
- 2.11 The Town reserves the right to determine, in its sole reasonable discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The Town does not base its award on prices alone. Also to be considered are: quality of product; past experience with the Bidder or any subcontractors, consultants, products or suppliers; qualifications of the Bidder and/or subcontractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar conditions.
- 2.12. The Town reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, or financial ability of any Bidder, manufacturer, or supplier. The purpose of such investigation is to satisfy the Town that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
- 2.13. The Town reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the Town further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
- 2.14. No Bid shall include federal excise taxes or state or local sales or use taxes.
- 2.15. In the event of any claim, suit, or demand which may result from any Bid, or the award of any contract as a result of submission of a Bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.
- 2.16. The Bid, including all required documents, shall be submitted using the enclosed forms. The Summary and Bid Schedule shall be used for submitting the fees, and the completed

forms shall be submitted in a separate sealed envelope. The Bidder shall also include with the Bid Schedule a breakdown of tasks that shows name, position, hours, and costs for each task.

- 2.17. All parts not specifically mentioned which are necessary in order to provide a complete unit, shall be included in the Bid. Any item listed as "Standard" in the manufacturer's published specification, furnished by the Bidder, is assumed to be included in the Bid. Any variations shall be outlined in writing, noting cost factors where applicable.
- 2.18. Bids shall be in accordance with the specifications contained in the attached Contract Documents. Should any requirement in the specifications not be included in manufacturer's specification sheets, the Bidder shall include with its Bid a statement of compliance. Failure to do so shall be grounds for disqualification of the Bid.
- 2.19. Each Bid shall include a statement of standard warranty of the manufacturer.
- 2.20. The Town requires a Bid Bond in the form of a corporate surety bond in the amount of five percent (5%) of the total Bid amount before the Town can accept and consider any Bid. Bids with the required bid bond shall be filed at office of the Town Engineer, with the fee schedule, bid schedule, and bid summary in a separate sealed envelope. Upon award, such bid bonds shall be returned to the unsuccessful Bidder(s). For the successful Bidder, the bid bond will be returned upon receipt of the required payment and performance bond, in the full amount of the contract price.
- 2.21. Any Bid received as a result of this request is prepared at the Bidder's expense and becomes Town property and is therefore a public record upon opening by the Town. No Bid may be withdrawn for a period of sixty (60) days after the deadline for Bids.

BID FORM

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within sixty (60) days of the due date. The undersigned also agrees to make delivery, or render service, within ten (10) days of receipt of the Notice to Proceed. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Bidder acknowledges receipt of the following Addenda:

_____	_____
_____	_____
_____	_____

Name of Bidder: _____

Address: _____

Telephone Number: _____

BID SUMMARY

Item	Unit	Qty	Unit Price	Total Price
Crack Seal	Ton	.75		
Crack Patch (18" wide)	LF	1805		
Small Patch	SY	50		
Chip Seal 3/8" with fog coat	SY	65,973		
Traffic Control	LSUM	1		
Mobilization	LSUM	1		

Total Base Price:

\$ _____

(in words) _____

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day
of _____, 20__, by _____, as _____
of _____.

My commission expires:

(S E A L)

Notary Public

BIDDER'S QUALIFICATION STATEMENT

A Statement showing the qualifications of Bidder shall be a prerequisite to the Bidder being awarded the Contract. The qualification statement is intended to assure the Town that a high degree of overall workmanship can be expected, and that the Work will be completed within the time limits contained in the Contract Documents.

All items on the statement must be answered in full and submitted with the Bid. The qualification statement will be reviewed by the Town after all Bids have been received and opened and prior to award.

The Bidder shall answer and furnish the following items for review:

1. Name of Bidder. _____
2. Permanent address and phone number of Bidder. _____

3. Date company was organized. _____
4. If a corporation, where incorporated. _____
5. Number of years engaged in contracting business under present firm or trade name. _____

6. Certified copy of financial statement prepared during current fiscal year as prepared for bank or bonding company.
7. List of current jobs new under contract, indicating client and telephone number, size, type of job and percentage of completion of each and date of completion. (Use additional sheets if necessary). _____

8. List of projects of this size and complexity completed within the last three (3) years along with contract amount, client's name and address. _____

9. Have you ever failed to complete any work awarded to you? If so, when, where, and why?

10. Have you ever defaulted on a contract? If so, when, where, and why? _____

11. List your major equipment available for this contract. _____

BIDDER:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH ILLEGAL ALIENS**

FROM: _____
(Prospective Contractor)

TO: Town of Foxfield
Randi Gallivan, Town Clerk

Project Name _____

Bid Number _____ Project No. _____

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____, 2020.

Prospective Contractor _____

By: _____

Its: _____
Title

(Insert the Individual, Corporate or Partnership Certificate as appropriate)

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made and entered into this _____ day of _____, 20____, by and between the TOWN OF FOXFIELD, P.O Box 461450, Foxfield, Colorado 80046, a Colorado municipal corporation (the "Town"), and _____, a _____ ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

Crack sealing, crack patching, small patching, and application of 3/8 inch chip seal.

2. Bonds. Within ten (10) days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents.

3. Commencement and Completion of Work. Contractor shall commence the Work within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the _____ day of _____, 20____, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within _____ () days of the date of Substantial Completion.

4. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed _____ (\$_____). The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Illegal Aliens.

A. Certification. By entering into this Contract, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) 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 Contract.

C. Verification.

(1) If Contractor has employees, Contractor has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use the E-Verify or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien who is performing work under the Contract, Contractor shall:

1. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Contract; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the contract; 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 who is performing work under the Contract.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Contract.

E. If Contractor does not have employees, Contractor shall sign the attached “No Employee Affidavit.”

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Contract via the Department Program, Contractor shall sign the “Department Program Affidavit” attached hereto.

6. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

7. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the Town shall not constitute a waiver of any of the other terms or obligation of this Contract.

8. Integration. This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

9. Third Parties. There are no intended third-party beneficiaries to this Contract.

10. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: _____
Town of Foxfield
P.O. Box 461450
Foxfield, Colorado 80046

Contractor: _____

11. Severability. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

12. Modification. This Contract may only be modified upon written agreement of the Parties.

13. Assignment. Neither this Contract nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

14. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

15. Rights and Remedies. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, this Construction Contract has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

TOWN OF FOXFIELD, COLORADO

Lisa Jones, Mayor

ATTEST:

Randi Gallivan, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day
of _____, 20__, by _____, as _____ of
_____.

My commission expires:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor does not have any employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card;*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed if Contractor participates in the
Department of Labor's Lawful Presence Verification Program]***

I, _____, as a public contractor under contract with the Town of Foxfield (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Contractor Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 20__, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information provided contained therein is true and correct to the best of my knowledge. I further understand that the Town of Foxfield shall rely on the information provided.

This information is provided for the Town of Foxfield, Work No. _____.

By: _____

Title: _____

Agency: _____

STATE OF COLORADO _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day of _____, 20__, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

NOTICE OF AWARD

Date: _____

Contractor Name

Address

RE: _____

Dear _____:

Thank you for submitting a Bid for the 2021 Pavement Patching, Crack Sealing, and Surface Treatment .

Your firm submitted the most qualified Bid and you have been selected as the successful Contractor. Accordingly, this is your Notice of Award for the 2021 Pavement Patching, Crack Sealing, and Surface Treatment .

Enclosed please find an original and duplicate original Construction Contract. Please review and sign both, then, within ten (10) days of receipt of this letter, return both to me along with your certification of insurance, payment and performance bond, each in the full amount of the Contract Price, and appropriate powers of attorney. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents. Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Contracts, the Town will execute both and return one fully executed original to you.

Should you have any questions, please call Project Manager, Erica Olsen, at:

720.280.3695

Sincerely,

Karen Proctor

Town Administrator

NOTICE TO PROCEED

Date: _____

Contractor Name

Address

RE: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Construction Contract between you and the Town of Foxfield concerning the _____.

Please note that in accordance with the Construction Contract, Work must commence within ten (10) days of the date of this Notice, and all Work must be substantially completed within _____ (_____) days of the date of this Notice, which shall be the ____ day of _____, 20__, and finally completed within _____ (_____) days of the date of this Notice, which shall be the ____ day of _____, 20__.

If you have any questions, please call me at _____.

Sincerely,

_____, Project Manager

Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS

THAT _____, (hereinafter called Principal) as PRINCIPAL, and, (hereinafter called the SURETY) as SURETY, are held and firmly bound unto the Town of Foxfield, Colorado, hereinafter called OWNER, as Obligee, in the penal sum of _____ Dollars (\$ _____), for the payment of which sum in lawful money of the United States, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a Bid to OWNER for certain Work or services generally described as follows: _____

NOW, THEREFORE, (a) if said Bid shall be rejected, or (b) if said Bid shall be accepted and the PRINCIPAL is awarded the Contract and, within the time and manner specified in the Contract Documents, enters into a written Contract in the prescribed form and shall give such bond or bonds as may be specified in the Contract Documents to guarantee faithful performance of such Contract and to guarantee prompt payment of labor and materials furnished in the prosecution thereof, and shall provide to OWNER a Certificate of Insurance as required by the Contract Documents, and shall in all other respects perform the Contract created by the acceptance of said Bid, or (c) in the event of the failure of the PRINCIPAL to enter such Contract and to give such bond or bonds, and Certificate of Insurance, if the PRINCIPAL shall pay to OWNER the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the OWNER may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY hereunder shall be in no way impaired or affected by any alteration or irregularities in the bid or in the bidding procedure or by any extension of time within which OWNER may accept such Bid, and does hereby waive notice of same.

Dated this _____ day of _____, 20_.

(SURETY)

By: _____

Title: _____

(PRINCIPAL)

By: _____

Title: _____

(ACKNOWLEDGMENTS AND POWER OF ATTORNEY TO BE ATTACHED)
CORPORATE SEAL MUST BE AFFIXED IF PRINCIPAL IS A CORPORATION.

PAYMENT AND PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Foxfield, Colorado, a Municipal Corporation, hereinafter referred to as "the 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 CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the performance of the Work, _____.

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 life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by Contractor's 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, and make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

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 Work to be performed thereunder 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 Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20 ____.

ATTEST:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

CERTIFICATE OF FINAL PAYMENT

With reference to Contract Number _____ dated _____, 20____,
between the undersigned Contractor and the Town of Foxfield, for: _____
at Foxfield, Colorado

The undersigned hereby certifies that all costs, charges and expenses incurred by it on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises, and/or used in connection with its Work under the Contract have been duly paid.

The undersigned further certifies that to its best knowledge and belief (based upon reasonable investigation) each of its subcontractors and material men have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's Work under the Contract.

In consideration of _____ dollars (\$_____) representing final payment under the Contract, the undersigned hereby releases and discharges the Owner and Owner's property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the Work.

As additional consideration for the final payment, and to the fullest extent permitted by law, the undersigned agrees to indemnify and hold harmless Owner from and against all costs, losses, damages, claims, causes of action, judgments and expenses arising out of or in connection with claims against Owner which may be asserted by the undersigned or any suppliers, subcontractors of any tier or any of their representatives, officers, agents and employees for the costs, losses, damages, claims, causes of action, judgments and expenses and expenses that are attributable to the act, omission, error, professional error, mistake, negligence or other fault of the undersigned.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of the Contract as amended, which by their nature survive completion of the Work including, without limitation, warranties, guarantees and indemnities.

Executed this _____ day of _____, 2021

Contractor

CERTIFICATE OF FINAL ACCEPTANCE

TO: _____ Date: _____
Project No.: _____
Project Title: _____

This is to advise you that a final inspection of the referenced Work has been made and all work and material was found to be satisfactory. Therefore, the Work is considered to be complete in accordance with the approved plans, specifications and contract documents.

In accordance with the Contract, all Warranty periods shall begin as of the date of this letter.

TOWN OF FOXFIELD, COLORADO

By: _____
Title: _____

GENERAL PROVISIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Bid Form (Including Bid Summary);
- B. Bid Schedule;
- C. Bidder's Qualification Statement;
- D. Construction Contract;
- E. General Provisions
- F. Special Provisions;
- G. Technical Specifications;
- H. Construction Drawings;
- I. Certificate of Insurance Verification;
- J. Notice of Award;
- K. Notice to Proceed;
- L. Bid Bond;
- M. Payment and Performance Bond;
- N. Certificate of Final Payment;
- O. Final Acceptance Form;
- P. Documentation submitted by Contractor prior to Notice of Award; and
- Q. Addenda through.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Construction Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CITY:

The Town of Foxfield, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.05 CONTRACT PRICE:

The amount set forth in Paragraph 4 of the Construction Contract.

1.06 CONTRACT TIME:

The time for completion of the Work as set forth in Paragraph 3 of the Construction Contract.

1.07 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.08 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Work.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

1.12 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Town of Foxfield Board of Trustees shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Change Order has been performed.

2.04 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time.

“Weather” shall be precipitation, temperature, or wind. An “adverse weather condition” is weather that on any calendar day varies from the average weather conditions for that day by more one hundred percent (100%) as measured by the National Oceanic and Atmospheric Administration. The term “unanticipated adverse weather conditions” shall mean the number of days in excess of the anticipated adverse weather days per month as set forth below:

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
7	4	4	4	6	3	4	2	3	3	2	5

By reason of example only, if in March there are two (2) days when the snowfall exceeds the average snowfall for that day by one hundred percent (100%), those two days will have experienced an “adverse weather condition.” However, there will have been no “unanticipated adverse weather conditions” in March, because there are four (4) anticipated adverse weather days in March, which should be accounted for in the Contractor’s schedule. Contractor will not be entitled to a delay. If, however, there are five days in which the snowfall exceeds the average snowfall by one hundred percent (100%), an unanticipated adverse weather condition will have occurred, and Contractor shall be entitled to request an extension of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.05 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review.

Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

3.05 CLEANUP:

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work, except the Town of Foxfield Sales Tax, for purchases within the Town, and shall procure all permits and licenses necessary for the prosecution of the Work. Contractor shall obtain a Town tax-exempt number for the sales tax exemption.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Work. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the work site necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake,

negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent. Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

- A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - 1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this

Contract, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident, five hundred thousand dollars (\$500,000) disease – policy limit, and one hundred thousand dollars (\$100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and, to the extent that liability results from the acts or omissions of Contractor, the policy shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Business Automobile liability insurance with minimum combined single limits of at least one million (\$1,000,000) each occurrence.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BOND:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not

incorporated in the Work but delivered to the work site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

7.02 FINAL PAYMENT:

Upon final acceptance of the Work, the Town shall make final payment to the Contractor pursuant to C.R.S. § 38-26-107.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Board of Trustees. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in

addition to those already appropriated unless and until the same are lawfully appropriated by the Board of Trustees.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

- A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.
- B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.
- C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.
- D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

- A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.
- B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for

loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Contract.
2. Special Provisions.
3. General Provisions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

SPECIAL PROVISIONS

1. General.

A. All labor, services, material, and other work necessary for the construction of **2021 Crack Sealing, Patching, and Surface Treatment** shall be provided by Contractor. Contractor's responsibilities shall include, but not be limited to: managing the budget; scheduling and coordinating work meetings; conducting field tests and geotechnical studies; preparing exhibits and participating in formal and informal public meetings at locations provided by the Town; and timely processing field orders, change orders and notices of substantial completion for the Town.

B. Contractor shall carefully examine all Work, and shall be solely responsible for the character, quality, and quantities of Work, materials, and compliance with the Contract Documents.

C. Contractor shall identify any and all necessary easements for construction and maintenance of the Work.

2. Other Regulations.

A. Contractor shall ensure that the Work is in compliance with CDOT Specifications, the Americans with Disabilities Act, and other applicable codes and specifications.

B. In case of any discrepancy between any of the requirements set forth in the CDOT Specifications, the Americans with Disabilities Act, other applicable codes and specifications, and these Contract Documents, the more stringent requirement shall apply. If any questions arise as to which requirement is more stringent than another, the Project Manager shall be authorized to determine which is more stringent, and the Project Manager's decision shall be final.

3. Representatives. Contractor shall have at the work site at all times as its agent, a competent superintendent capable of reading and thoroughly understanding the Contract Documents and being thoroughly experienced in the type of work being performed. The Town shall have a representative on the job site to observe work periodically for conformance with the Contract Documents.

4. Work Administration. The Town shall administer the Work, including the finalization of any change orders, pay estimates and payments of such, acceptance of work, and other matters as stipulated in the Contract Documents.

5. Engineer. The Engineer for this Work shall be the Town Engineer.

6. Inspections and Testing.

A. Contractor shall be responsible for performing materials testing. In addition to the materials testing performed by Contractor, the Town may conduct Quality Assurance testing at its own discretion.

B. Contractor shall coordinate its construction schedule with the testing agency and Town so that key inspection points may be observed. If Contractor fails to provide reasonably adequate notice or proceeds without the required inspection, the subject work shall be re-exposed or redone in its entirety, while the inspector is present. No extra compensation shall be awarded to Contractor for extra work due to Contractor's failure to coordinate inspections with the testing agency or the Town. All costs associated with Contractor's failure to coordinate inspections shall be borne by Contractor.

C. Contractor shall perform construction inspections. Contractor shall attend any pre-construction meeting(s) and be available to provide technical assistance during the course of construction as necessary. Contractor shall provide site visits and reviews upon request from the Town during the construction phase to ensure compliance with the intent of the plans and to resolve any potential conflicts. Contractor shall provide a written summary after each site visit.

D. Contractor shall be responsible for scheduling the final inspection with the Town.

7. Work Schedule. Contractor shall, within ten (10) days of the date of the Notice to Proceed, but before any Work is started, prepare and submit to the Town for approval a practicable progress schedule showing the order in which Contractor proposes to perform the Work, and the contemplated dates for completing the same including the dates when Town information and approvals are required. The schedule shall be in the form of a chart of suitable scale to indicate approximately the percentage of Work scheduled for completion at any time. Contractor shall enter on the chart the actual progress at the end of each two (2) week interval as directed by the Town and shall deliver to the Town three (3) copies thereof on a biweekly basis.

8. Construction Schedule.

A. Before Work is commenced and materials ordered, Contractor shall meet and consult with the Town regarding materials, equipment, and all arrangements for prosecuting the Work. At the time of the Pre-construction Conference, Contractor shall prepare and submit to the Town for review a construction schedule including proposed daily construction hours; details of all construction items; start and finish dates; confirmation and dates for coordinating all utility relocation and/or interruptions; and the same information for all subcontractor(s). The schedule shall not be changed without prior notification and review by the Town.

B. Contractor shall also prepare and submit a schedule of the anticipated manpower by title and duty. The manpower proposed shall be adequate for orderly flow of work and completion within the time specified in the Contract Documents.

C. All construction activities shall be coordinated with the Project Manager.

9. Saturday, Sunday, Holiday and Night Work.

A. Work shall normally not be performed on Saturdays, Sundays, observed holidays, or outside of the daytime working hours of 7:00 a.m. to 7:00 p.m., or as indicated on the construction schedule. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result.

B. If Contractor believes it necessary to work on Saturdays, Sundays, holidays, or at night, Contractor shall make prior arrangements with the Town and receive written approval at least forty-eight (48) hours before such time so that inspection and engineering services can be provided. Such approval may be revoked by the Town if Contractor fails to maintain adequate equipment and lighting at night for the proper prosecution, control, and inspection of the work. If Work is performed without the Town's prior approval, and as a result the Town had not assigned inspectors to the work, the Town may declare Work performed during this period of time defective, solely on the grounds that it was not properly inspected.

C. Any Work performed on a Saturday, Sunday, holiday, or night shall be at Contractor's risk in terms of extra costs, extra work, or unforeseen conditions.

10. Progress Reports.

A. Progress and Schedule Revision: Progress reports and progress/manpower schedules shall be updated and submitted to the Project Manager at the end of each two (2) week period, or at such other times as the Project Manager may request. Contractor shall also forward to the Project Manager, at the end of each month, an itemized report of the delivery status of major and critical items of purchased equipment and material, including shop drawings and the status of shop and field fabricated work.

B. If the completion of any part of the Work or the delivery of materials is behind the approved schedule, Contractor shall submit a plan acceptable to the Project Manager for bringing the Work up to schedule. The Town shall have the right to withhold progress payments for the work if Contractor fails to update and submit the progress/manpower schedule and reports as specified.

11. Pre-construction Conference.

A. Contractor shall coordinate the Pre-construction Conference. Contractor's designated supervisor(s) assigned to the Work shall attend this meeting.

B. Prior to mobilizing construction equipment, a Pre-construction Conference will be held. Contractor's designated superintendent(s) or supervisor(s) assigned to the Work shall attend this meeting. Contractor shall, at a minimum, provide the following to the Town at the Pre-construction Conference:

- (1) The construction schedules;
- (2) A detailed estimate of partial payments for the Work;

- (3) The traffic control plan;
- (4) A detailed plan showing site access and staging areas;
- (5) A subcontractor submittal, including names and contact phone numbers.

14. Fees and Permits.

A. Prior to commencing any Work, Contractor shall secure, at its own expense, all necessary fees and permits required for the performance of the Work, including an Army Corps of Engineers 404 permit, if necessary. The cost of compliance with this Section (including fees) is included in the Contract Price, and no additional compensation shall be provided.

B. All fees for permits issued by the Town shall be waived.

15. Existing Utilities.

A. The Work shall be coordinated with all impacted utility companies, districts, associations, agencies, and residents located in the work site. Contractor shall conduct the meeting and provide summary minutes.

B. Contractor shall determine the actual location of all existing utilities prior to starting any Work. Contractor shall contact utility companies for field locations prior to the start of Construction Work, and shall contact all utilities at least forty-eight (48) hours prior to beginning excavation and/or grading. If the exact location and depth of existing underground utilities are unknown, Contractor shall perform all necessary exploratory excavation to locate these facilities which may affect the Work prior to beginning construction. Contractor shall obtain required locates and Contractor shall include the information on the plans. Contractor shall resolve any utility discrepancies. Contractor shall be liable for all damage done to existing utilities in the performance of the Work.

C. If Contractor requests that utility companies relocate utilities for Contractor's convenience, such relocation shall be at Contractor's expense.

D. The time of performance under the Contract shall not be extended to account for repair of utilities which are damaged by Contractor.

16. Water and Electricity. Contractor shall provide and maintain, at its own expense, an adequate supply of water and electricity required for the Work. Contractor shall install and maintain supply connections and lines satisfactory to the Project Manager, and prior to Final Completion, Contractor shall remove the supply lines at its expense.

17. Dust Control. Contractor shall use measures to prevent and control dust within the area affected by the Work. No additional compensation shall be paid to Contractor for dust control. Contractor shall clean any soil, dirt, or debris tracked onto any adjacent streets. Within twenty-four (24) hours of notification by the Town that any adjacent streets require cleaning, Contractor shall clean such streets, or the Town may have the streets cleaned and deduct the cost of such cleaning from the Contract Price.

18. Construction Staging Areas. All construction staging areas shall be located within the work site. The boundaries of construction staging areas shall be approved by the Town. Construction staging areas shall be used for material storage, parking for equipment, and employees' vehicles. A construction trailer shall not be required, but may be used if the location of the trailer is approved by the Town. Upon Final Completion, all staging areas shall be clean and restored to their original condition. No additional compensation shall be provided to Contractor for cleaning of construction staging areas.
19. Sanitary Facilities.
- A. Sanitary convenience for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers and in such a manner and at such points as approved by the Town. The contents shall be removed and disposed of in a satisfactory manner.
- B. The sanitary conveniences specified above shall be the obligation and responsibility of Contractor. The facilities shall be made available to all other contractors, subcontractors, and inspection personnel in the worksite.
- C. Contractor shall supply sufficient drinking water from approved sources to all of its employees.
- D. Full compensation for compliance with this Section is included in the Contract Price, and no additional compensation shall be provided.
20. Soils Investigations and Foundation Engineering. Contractor shall be responsible for all geotechnical investigations necessary to design and perform the Work.
21. Lines and Grades. Contractor shall lay out the Work and shall be responsible for all measurements in connection therewith. Contractor shall, at its own expense, furnish all stakes, templates, platforms, equipment, and labor, including surveyors, that may be required in setting and cutting or laying out any part of the Work. Contractor shall be responsible for the proper execution of the Work to such lines and grades.
22. Traffic Control
- A. Contractor shall furnish all necessary flag persons; erect and maintain warning lights, advance warning signs, detour signs, barricades, temporary fence, and sufficient safeguards around all excavations, embankments, obstructions; and perform any other work necessary for the protection of all work being performed, and for the safety of the public and pedestrian traffic, as well as motor vehicles. All signs and barricades shall conform to the current Manual on Uniform Traffic Control Devices or requirements of permits issued by the Town.
- B. At the Pre-construction Conference, Contractor shall submit five (5) copies of a traffic control plan for review by the Town. The plan shall discuss the traffic control measures proposed for the safety of vehicular and pedestrian traffic through the worksite.

C. Contractor shall at all times take proper precautions for the protection of and replacement or restoration of landscaping, driveway culverts, street intersection culverts or aprons, irrigation crossings and systems, mailboxes, driveway approaches, signs, existing utilities, and all other public and private installations that may be encountered during the Work.

D. No driveway or private alley shall be blocked without prior written permission from the resident who would be affected by such blocking, with a copy to the Town.

E. No road shall be closed at any time.

F. Contractor shall advise the Police Department, school districts, trash services, and homeowners of any lane closures, including dates and times.

G. It is anticipated that a large number of employees will use automobiles for transportation to and from the work site. It shall be Contractor's responsibility to: maintain, protect, and control traffic in the vicinity of and in the work site; restrict parking on streets near the work site; and provide necessary parking areas for all employees in suitable locations as approved by the Town.

23. Archaeological and Historical Discoveries.

A. Contractor shall inform the Town of any evidence which might suggest to a layperson that archaeological or historical materials may be present in the work site. Upon making such a discovery, Contractor shall do whatever is necessary to avoid disturbing the work site. This may require that Contractor's activities be redirected or stopped until the Town determines how to proceed.

B. As a result of Contractor's efforts to preserve the potential discovery at the work site, if Contractor's activities are delayed for longer than eight (8) normal work hours, Contractor shall prepare accounting information to support an adjustment to the Contract Price.

24. Water Control.

A. Contractor shall take such precautions as necessary to construct the Work in a dry condition, and Contractor shall provide for drainage, dewatering, and control of all surface and subsurface water and shall erect any necessary temporary structures or other facilities at its own expense.

B. Contractor, at its own expense, shall furnish all necessary equipment and materials required to control the surface and subsurface water in all the areas from the commencement of Work through Final Completion.

C. Contractor shall be responsible for furnishing, transporting, and installing all materials and equipment, well points, pumping, channelization, diversion, damming, or other means of controlling surface water and groundwaters.

25. Disposal Site

A. Contractor shall be responsible for the removal of all excess excavation, debris, deleterious material, muck, asphalt, concrete, trees, stumps, remains from clearing and grubbing, and all other materials not used for the construction of the improvements. Costs of disposal are included in the Contract Price and shall not entitle Contractor to additional compensation. Contractor shall designate in writing a disposal site located outside the Town limits and acceptable to the Town.

B. Contractor's cost for loading, hauling, daily cleaning of streets, disposal of the earthwork (excavation) materials, together with the construction, maintaining and watering of haul roads, and dump fees and permits are included in the Contract Price and shall not entitle Contractor to additional compensation.

26. Video Prior to Construction. Contractor shall provide the Town with a video of the entire work site prior to beginning construction, including all adjacent areas, at Contractor's own expense. One copy of the video shall be provided to the Town and become the property of the Town prior to the commencement of any Work.

27. Existing Improvements and Restoration.

A. Contractor has field inspected the work site and fully understands that existing landscaping and improvements are present within the work site. Such existing improvements shall be protected. Any damage or disruption in the public right-of-way, drainage easements, Town property, or private property related to the Work shall be restored to pre-existing or better condition.

B. Contractor shall be responsible for replacing all existing improvements, including irrigation systems and landscaping, damaged during Contractor's activities, except as otherwise provided in the Contract Documents.

28. Erosion Control. Contractor shall provide an erosion/sediment control plan for use during construction. The plan shall include site specific details showing the type, location, and quantity of BMP's to be used. The erosion/sediment control plan shall be designed to prevent sediment from leaving the construction area. Special attention shall be given to prevent sediment from entering into any wetland area. .

29. Vandalism. Contractor shall take all necessary steps to protect the work site from vandalism. Contractor shall be solely responsible to repair any damage caused by vandalism, including the removal of graffiti, at Contractor's own cost. The Contract Price shall not be increased to reimburse Contractor for such costs.

TECHNICAL SPECIFICATIONS

REFERENCE STANDARDS

PART 1 - SUMMARY

1.1. SUMMARY:

1.1.1 WORK INCLUDED:

- A. This Section contains a summary of industry-accepted and recognized standards published by trade associations, government, and institutional organizations which are referred to in the various sections of these specifications or elsewhere in the Contract Documents.
- B. Standards listed herein are included in the Contract Documents by this reference, and become a part of the Contract Documents to the same extent as though included in their entirety unless specific limitations are noted in the individual Specifications Sections.
- C. Listings of reference standards include name and address of the organization publishing the standard, plus the full name and designator of each of the standards referenced herein.
- D. If a publication date or edition number is listed with the reference standard, that publication date or edition number shall apply; otherwise, the publication date of edition number in effect at the Contract Date shall apply.
- E. Inclusion of reference standards herein does not make the Engineer an agent of the publishing agency, nor does it obligate the Engineer or Public Works Director to perform inspections required by or enforce rules or regulations contained in the reference standards.

1.2. REFERENCES

- 1.2.1 PRECEDENCE OF REQUIREMENTS: In the event of a conflict between the requirements of a published reference standard and the specific requirements of the general conditions, supplementary conditions, or other Contract Documents, or between one reference standard and another reference standard, the more stringent requirements shall take precedence.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1.1 AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO)

444 North Capital Street NW, Suite 225, Washington, DC 2001

M103 -	Mild to medium strength carbon-steel castings for general application
M105 -	Gray iron castings
M111 -	Zinc (Hot-Galvanized) coatings on products fabricated from rolled, pressed, and forged steel shapes, plates, bar, and strip
M183 -	Structural steel
T166 -	Bulk specific gravity of compacted bituminous mixtures

AASHTO T11, "Material Finer Than 75- μ m (No. 200) Sieve in Mineral Aggregate by Washing", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T19, "Bulk Density ("Unit Weight") and Voids in Aggregate", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T27, "Sieve Analysis of Fine and Coarse Aggregate", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T85, "Specific Gravity and Absorption of Fine and Coarse Aggregate", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T96, "Standard Test Method for Measuring Los Angeles Abrasion", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T104, "Standard Test Method for Sodium and Magnesium Sulfate Soundness of Aggregate Samples", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T279, "Standard Test Method for Polishing of Pavement Surfaces Using the British Wheel", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

AASHTO T327, "Standard Test Method for Measuring Micro Deval of Aggregate Samples", Standard Specifications for Transportation Materials and Methods of Sampling and Testing, American Association of State Highway and Transportation Officials, Part 2A: Tests.

3.1.9 AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
1916 Race Street, Philadelphia, PA 19103
(215) 299-5585

ASTM D1227- Specification for emulsified asphalt used as a protective coating

ASTM D1556- Test method for density of soil in place by the sand-cone method

ASTM D1557- Method for moisture density relations of soils and soil-aggregate mixtures using 10-lb. rammer and 18-inch drop

ASTM D1559- Test method for resistance to plastic flow of bituminous mixtures

ASTM D2167- Test method for density of soil in place by the rubber-balloon method

ASTM D2172- Test method for quantitative extraction of bitumen from bituminous paving mixtures

ASTM D2216- Method for laboratory determination of water (moisture) content of soil, rock, and soil-aggregate mixtures

ASTM D2487- Test method for classification of soils for engineering purposes

ASTM D2922- Test method for density of soil and soil-aggregate in place by nuclear method

ASTM D3017- Test method for moisture content of soil and soil-aggregate in place by nuclear methods (shallow depth)

ASTM D4253- Test method for maximum index density of soils using a vibratory table

ASTM D4254- Test methods for minimum index density of soils and calculation of relative density

ASTM D4318- Test method for liquid limit, plastic limit, plasticity index of soils

ASTM E96 - Test methods for water vapor transmission of materials

ASTM E136 - Test method for behavior of materials in a vertical tube furnace at 750°C

ASTM E329 - Recommended practice for inspection and testing agencies for concrete, steel, and bituminous materials as used in construction

ASTM E965-96, "Standard Test Method for Measuring Pavement Macrotexture Using a Volumetric Technique", American Society for Testing Materials, Vol. 04.03, *Road and Paving Materials; Vehicular-Pavement Systems*.

ASTM E1845, "Practice of Calculating Pavement Macrotexture Mean Profile Depth", Volume 04.03, *Road and Paving Materials; Vehicular-Pavement Systems*.

ASTM E 2157-01, "Standard Test Method for Measuring Pavement Macrotexture Properties Using the Circular Track Meter," Volume 04.03, *Road and Paving Materials; Vehicular-Pavement Systems*.

ASTM D 2487-04, "Standard Test Method for Classifying Soils and Aggregates," Volume 04.03, *Road and Paving Materials; Vehicular-Pavement Systems*.

ASTM D5624-02, "Standard Test Method for Determining the Transverse-Aggregate Spread Rate for Surface Treatment Applications", American Society for Testing Materials, Vol. 04.03, *Road and Paving Materials; Vehicular-Pavement Systems*.

3.1.3 AMERICAN WATER WORKS ASSOCIATION (AWWA):

6666 W. Quincy Ave., Denver, CO 80235

(303)794-7711

Specifications and Test Methods Specifically Referenced Herein.

3.1.4 Asphalt Institute, The Basic Asphalt Emulsion Manual, MS-19, 4th Edition, ISBN: 978193415456

3.1.5 Austroads Technical Report, Update of the Austroads Sprayed Seal Design Method, AP-T68/06, September 2006, ISBN 1 921139 65 X

3.1.6 Austroads Test Method AG:PT/T051 Average least dimension of aggregate by direct measurement (nominal size 10 mm and greater), June 2005.

3.1.4 COLORADO DEPARTMENT OF TRANSPORTATION(CDOT)

4201 E. Arkansas Avenue, Denver, CO 80222

(303)757-9011

Standard Specification for Road and Bridge Construction, 2019 Edition.

3.1.5 PORTLAND CEMENT ASSOCIATION (PCA)

5420 Old Orchard Road, Skokie, IL 60077

(312)966-6200

Design and Control of Concrete Admixtures.

3.1.6 DENVER WATER DEPARTMENT

1600 West 12th Avenue, Denver, CO 80254

(303)628-6000

Engineering-Standard

3.1.7 South African National Roads Agency, Ltd, Design and Construction of Surfacing Seals, *Technical Recommendations for Highways, TRH3 2007*, Pretoria, South Africa, pp 1-276.

3.1.8 TxDOT Designation: Tex-224-F, "Test Procedure for Determining Flakiness Index", Texas Department of Transportation Construction Division, December 2004.

SUBMITTALS

PART 1 - GENERAL

1.1. SUMMARY:

1.1.1 WORK INCLUDED:

- A. This section contains a summary of submittals required by the Contract Documents, and establishes the general procedures and requirements for submittals.
- B. Submittals covered under this section include, but are not necessarily limited to, schedules, reports, product data, shop drawings, samples, and miscellaneous data specifically prepared for the work by the Contractor or any subcontractor, manufacturer, or supplier, to illustrate some portion of the work.

1.1.2 **RELATED WORK:** Specific requirements for submittals are included in the individual specification sections.

1.2. REFERENCES:

1.2.1 RELATED DOCUMENTS

1.3. DEFINITIONS:

1.3.1 PRODUCT DATA:

As used herein, the term "product data" includes standard printed information published by the manufacturer describing materials, products, systems, and installation instruction not specifically prepared for this project, other than designation of selections from among available choices printed.

1.3.2 SHOP DRAWINGS:

As used herein, the term "shop drawings" includes specially prepared technical data forms including drawings, diagrams, performance curves, data sheets, schedules templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for application to more than one project. Supplier's standard component drawings may be submitted if they clearly show the exact items required for the work, in context with adjacent materials and with such relationships clearly shown. Shop drawings are not part of Contract Documents.

1.3.3 SAMPLES:

As used herein, the term "samples" includes fabricated and un-fabricated physical examples of materials, products, and units of work, as complete units or smaller

portions of units of work; either for limited visual inspection or, where in indicated, for more detailed testing and analysis.

1.3.4 MOCK-UPS:

As used herein, the term "mock-ups" means special on-site or off-site forms of samples, which are too large or otherwise inconvenient for handling in transmittal or submittal form.

1.3.5 MISCELLANEOUS DATA:

As used herein, the term "miscellaneous data" means various documents related directly to the work, including project photographs, survey data and reports, physical work records, statements of applicability, copies of certificates, bonds, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operation and maintenance materials, overrun stock, security/protection/safety keys, and similar information, devices, materials, which are applicable to the work but not processed as shop drawings, product data, or samples.

1.4. QUALITY ASSURANCE:

1.4.1 GENERAL

A. No extension of time will be granted, nor will consideration be given to claims arising out of the Contractor's failure to submit shop drawings, product data, samples, or related submittals which do not allow adequate lead time for Engineer's review, and also do not allow ample time for revision, resubmission, and subsequent review by Engineer as required.

1.4.2 PERFORMANCE:

Promptly check each submittal for accuracy, completeness, and applicability, and review, approve, and submit - in sequence according to the submittal schedule so as to cause no delay in the work or in the work of the Town or any separate Contractor – all submittals required by the Contract Documents. Identify each submittal to include name of project, specification section, supplier, source, finish, and location of use in the project.

1.4.3 VERIFICATION:

A. By making a submittal to the Contractor, the Contractor represents that he has approved such submittals and has determined and verified:

1. The applicability of the submittal to the project,
2. All quantities and sizes of materials, detailed fabricating dimensions, temporary erection connections or closures, tolerances and the proper fit and mating with adjacent materials.
3. Related field measurements and field construction criteria, and
4. Information pertaining to fabrication process and techniques of construction and erection.

- B. The Contractor further represents that he has checked and coordinated information contained within such submittal with requirements of the work and of the Contract Documents.

1.4.4 RESPONSIBILITY:

The Contractor shall not be relieved of responsibility for any deviation from requirements of the Contract Documents by the Engineer review of submittals, unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission, and the Engineer has taken no written exception to the specific deviation. The Engineer's review of or action upon such submittals shall not relieve the Contractor from responsibility for errors or omissions in submittals.

1.4.5 SUBMITTAL VALIDITY:

Submittals submitted which are not required to be submitted or are submitted without the Contractor's approval will not be processed by the Engineer, but will be returned to the Contractor for his compliance with Contract Document requirements, in which event it shall be deemed that the Contractor has not complied with requirements of the Contract Documents, and the Contractor shall bear responsibility for all delays as if no submittals had been submitted.

1.4.6 COMMENCEMENT OF WORK:

No portion of the work requiring submittals shall be commenced until submittals have been acted on by the Engineer. All such portions of the work shall be in accordance with appropriate, required submittals

1.5. GENERAL SUBMITTAL REQUIREMENTS:

1.5.1 SCHEDULING:

Where appropriate in various required administrative submittals (listing of products, manufacturers, suppliers, subcontractors, and in the progress schedule), show principal work-related submittal requirements and time schedules for coordination and integration of submittal activity with related work.

1.5.2 COORDINATION AND SEQUENCING:

Coordinate preparation and processing of submittals with performance of work so that the work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed by coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.

1.5.3 PREPARATION OF SUBMITTALS:

Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it from other submittals. Show evidence of Contractor's review by clearly exhibiting check marks and stamped approval marking acceptance,

and provide space for the Engineer's review or action marking. Package each submittal appropriately for transmittal and handling.

1.5.4 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:

Except as otherwise indicated in individual specification sections, comply with general requirements specified herein for each indicated submittal category. Furnish and process intermediate submittals, where required between initial and final, similar to initial submittals(s).

1.5.5 PROGRESS SCHEDULE:

Refer to supplementary conditions for progress schedule requirements.

1.5.6 DAILY REPORTS:

Furnish copies of each daily report prepared by the Contractor's Project Superintendent to the Engineer. Transmit reports on a daily basis.

1.5.7 SHOP DRAWINGS:

- A. Furnish newly prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated), with name of preparer (firm name) indicated thereon. Affix seal of Contractor's or fabricators design Engineer where applicable. Show all dimensions, and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements.
- B. Where shop drawings are normally required, and where specifically called for in the specifications, submit to the Engineer four (4) blueline or blackline prints of each shop drawing and/or schedule required. Two prints will be returned.
- C. Subsequent submittal(s) if required for correction or confirmation of corrective items shall be same as initial submittal except as otherwise requested by Engineer or specified in conditions of the contract.
- D. Shop drawings and schedules will be reviewed for general conformance with the design concept contained within the Contract Documents.
- E. Do not allow shop-drawing copies into field without appropriate final markings by Engineer.

1.5.8 PRODUCT DATA:

- A. Collect required data into one submittal for each unit of work or system. Mark each copy in a legible and reproducible manner to show which choices and options are applicable to the project; "highlighting" with colored markers is not acceptable. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals,

notation of field measurements, which have been checked, and special coordination requirements.

- B. Do not submit product data, or allow its use on the project, until Contractor has confirmed compliance with requirements of Contract Documents. Submittals of product data are for information and record, unless otherwise indicated.
- C. The initial submittal will be the only submittal required unless returned promptly by the Engineer, marked with an action, which indicated an observed noncompliance. Submit 4 copies, each marked or labeled with project name, date, Contractor, subcontractor, submittal name, applicable specification section, and similar information to distinguish it from other submittals. Provide sufficient space for Engineers action stamp. The Engineer will retain two copies for himself and return the rest.
- D. Do not proceed with installation of materials, products, or systems, until a copy of applicable product data is in the possession of the installer.
- E. Maintain one set of product data for each submittal at the project site.

1.5.9 PUBLISHED STANDARDS:

Where submittal of published standards is required, except where specified integrally with "Product Data" submittals, and submit a single copy for the Engineers use. Where workmanship at the project site and elsewhere is governed by published standards, furnish additional copies to fabricators, installers and others involved in performance of the work.

1.5.10 CONSTRUCTION PHOTOGRAPHS:

Unless otherwise provided in the Contract Documents, the Town will arrange and pay for construction photographs.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1. SCHEDULES:

3.1.1 SUBMITTAL SCHEDULE:

The following scheduled is included as a checklist for convenience only, and may not include all submittals required. Failure to include submittals in this schedule does not relieve the Contractor from providing submittals if required by individual specification sections in Divisions 2 through 3 for specific submittal requirements.

Warranties, Guaranties, Bonds
Insurance Certificates
List of subcontractors and suppliers

Test and Inspection Reports

Contract Closeout
Record documents
Certificates of Compliance
Certificates of Inspection
Consent of Surety
Releases of Liens
Acknowledgment of date of commencement of
warranties and guaranties

Chip Seal Certificates of compliance
Asphalt Distributor Calibration Record
Aggregate Spreader Calibration Records
Chip Seal Materials Application Rate Design
Aggregate Material Properties Test Results
Asphalt Emulsion Material Properties

TESTING AND INSPECTIONS

PART 1 - SUMMARY:

1.1.1 WORK INCLUDED:

- A. This section defines the responsibilities of the various agencies or parties performing testing and inspection services as specified herein or required by the Contract Documents.
- B. Quality assurance testing and inspections will be provided by an independent testing and inspections agency selected and paid for by the Contractor.
- C. Cooperate with the selected testing and inspections agency and all others who may be responsible for testing and inspection of the work.

1.1.2 RELATED WORK:

Specific testing and inspection requirements are described in the various sections of these specifications. Failure to list specific testing or inspection requirements does not relieve the Contractor from providing all tests, which are indicated to be his responsibility, or from cooperating with the testing and inspections agency.

1.1.3 LIMITATION OF AUTHORITY:

The testing and inspections agency is not authorized to release, revoke, or alter the requirements of the Contract Documents, or to approve or accept any portion of the work without the Engineers or Public Works Directors written consent.

1.2 REFERENCES:

1.2.1 REFERENCE STANDARDS:

Comply with the requirements of all reference standards, codes, ordinances, rules, and regulations contained in the various sections of these specifications, except where more stringent requirements are listed herein or otherwise required by the Contract Documents.

1.3 DEFINITIONS:

1.3.1 QUALITY ASSURANCE TESTS AND INSPECTIONS:

All tests and inspections specified herein or elsewhere in the Contract Documents which are performed by an independent testing and inspections agency to determine compliance of materials, products, equipment, or completed work with the requirements of the Contract Documents.

- 1.3.2 **CODE COMPLIANCE TESTS AND INSPECTIONS:**
Mandatory tests or inspections required by codes or ordinances, or other authorities having jurisdiction over the work.
- 1.3.3 **CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS:**
Tests or inspections performed exclusively for the Contractor's convenience or information.
- 1.3.4 **RE-TESTING:**
Subsequent testing or inspections of the work or any portion of the work for which initial testing has indicated non-compliance with the Contract Documents or with applicable codes, ordinances, rules, and regulations.

1.4 SUBMITTALS:

- 1.4.1 **TEST AND INSPECTION REPORTS:**
Copies of all test and inspection reports will be promptly delivered by the testing and inspections agency directly to all interested parties as follows:
- Town -- One copy
 - Engineer -- Two copies
 - Contractor -- Two copies

1.5 PAYMENT FOR TESTS AND INSPECTIONS:

- 1.5.1 **INITIAL QUALITY ASSURANCE TESTS AND INSPECTIONS:** Paid for by the Contractor.
- 1.5.2 **CODE COMPLIANCE TESTS AND INSPECTION:** Paid for by the Contractor.
- 1.5.3 **CONTRACTOR'S CONVENIENCE TESTS AND INSPECTIONS:** Paid for by the Contractor.
- 1.5.4 **ADDITIONAL OR ALTERNATIVE TESTS AND INSPECTIONS:**
Paid for by the Town if the materials or work tested is found to be in compliance with the Contract Documents; otherwise paid for by the Contractor.
- 1.5.5 **RE-TESTING:**
Paid for by the Contractor.

PART 2 - PRODUCTS

(Not Used)

PART 3 - EXECUTION

3.1 COOPERATION WITH TESTING AND INSPECTIONS AGENCY:

- 3.1.1 **ACCESS TO THE WORK:**

Representatives of the testing and inspections agency or other legally constituted testing or inspections personnel shall have unrestricted access to the site and all other locations where the work is in progress, including borrow pits, batch plants, material yards, or other locations where materials are being obtained, fabricated, or stored.

3.1.2 FACILITIES FOR TESTING:

Provide all necessary facilities required for testing and inspecting the work.

3.1.3 NOTIFICATION:

Notify the testing and inspections agency not less than forty-eight (48) hours prior to tentative date or time when testing and inspection services will be required. Re-confirm date and time not less than twenty-four (24) hours prior to time when such services will be required.

3.2 TEST AND INSPECTION PROCEDURES:

3.2.1 GENERAL:

Gathering of specimens or samples, measuring, and testing of all materials, products, or other work shall be performed according to the procedures of the referenced standard test method.

3.2.2 TAKING SPECIMENS:

Unless otherwise indicated, all specimens and samples for testing will be taken by the testing and inspections agency personnel, either at the source of the material or at the site for work in progress.

3.2.3 DELIVERY OF SPECIMENS:

Unless otherwise indicated, the agency's personnel will do pick-up and delivery of specimens or samples to the testing and inspections agency's laboratory.

3.2.4 RE-TESTING:

When initial tests or inspections indicate non-compliance of the work or any portion thereof, the non-complying portion shall be removed, replace, or re-worked (re-compacted in the case of subgrade, fill, or backfill material), and re-tested by the same agency performing the initial test or inspection. Do not proceed with additional work until the non-complying work has re-tested and found to be in compliance.

3.2.5 ADDITIONAL OR ALTERNATIVE TESTS:

A. The Town and the Engineer or Public Works Director reserves the right to require additional or alternative tests or inspections of materials or work for, which has reason to believe, may not be in compliance with the requirements of the Contract Documents.

B. Payment for additional or alternative tests will be determined as provided herein above.

3.3 SCHEDULES:

3.3.1 SCHEDULE OF QUALITY CONTROL TESTS AND INSPECTIONS:

- A. The following schedule is included for information only, as a convenience to the Contractor, and is not intended to limit the number and type of tests to be performed by the testing and inspections agency.
- B. Carefully examine the individual sections of these specifications for additional or complete quality control testing and inspections requirements. Failure to include any test or inspection in this schedule does not relieve the Contractor from the testing and inspection requirements contained in the individual sections of the specifications.
- C. This schedule includes quality control tests and inspections only, which will be performed by the selected testing and inspections agency and paid for by the Contractor. Code compliance tests and inspections, Contractor's convenience tests and inspections, and additional or alternative tests and inspections requested by the Town are not included.

REVISIONS TO CDOT STANDARD SPECIFICATIONS

- i. Revision to Section 403 Hot Mix Asphalt**
 - ii. Revision to Section 408 Joint and Crack Seal**
 - iii. Revision to Section 409 Chip Seal**
- iv. Revision to Section 630 Construction Zone Traffic Control**

REVISION TO SECTION 403 HOT MIX ASPHALT

CRACK PATCH

1.1 DESCRIPTION Shall include the following:

The minimum small patch repair shall be four feet in length and width and full depth. Crack patching where designated shall be 18 inches wide and a minimum of three inches in depth extending the full width of the roadway.

1.2 MATERIALS Shall include the following:

The Contractor shall use PG 58-28 asphalt binder for lower lifts and PG 64-22 for the top lift. Bottom lifts shall incorporate Grading S mix and the top lift shall incorporate Grading SX mix. All asphalt shall be 75 gyration (Superpave mix). Crack patching material shall be PG 64-22. All asphalt must reach compaction at 185 degrees F or greater.

1.3 CONSTRUCTION REQUIREMENTS Shall include the following:

The Engineer will mark locations for patching and crack patching. Prior to beginning work the contractor shall review locations with the Engineer and notify the Engineer when work will occur.

Pavement to be patched shall be saw cut to full depth. A straight true line with a vertical face is required.

For crack patching the Contractor shall remove 18 inches of material to a depth of 3 inches prior to placement of patch material. This shall be accomplished through detailed milling using a small skid loader or other approved method that provides straight edges and accurate depth control.

The minimum lift thickness for asphalt patching shall be 1-1/2 inches, the maximum lift thickness for patching shall be 3 inches.

A tack coat of emulsified asphalt conforming to CSS-1h shall be applied between lifts if succeeding lifts are not placed within 24 hours and to the edges of existing pavements adjacent to new pavements at a rate of .10 gallons per square yard prior to placement of hot bituminous pavement. Likewise, for overlay of existing pavement or prior to crack patch asphalt placement a tack coat shall be applied as specified above prior to paving.

Prior to placement of the crack patch a geotextile paving fabric meeting the requirements of AASHTO M288-06 shall be placed in the milled patch trench in accordance with manufacturers' directions.

All asphalt shall be compacted using approved methods and equipment.

Section 403.05 Shall include the following:

Basis of Payment

Pay Item	Pay Unit
Bituminous Asphalt Small Patches	SY
Bituminous Asphalt Crack Patching (18")	LF

Patching and crack patching unit prices include removal or detailed milling of existing asphalt. Tack coat and paving fabric will not be measured or paid for separately but shall be considered incidental to the paving.

REVISION TO SECTION 408 JOINT AND CRACK SEAL

PART 1 – GENERAL

1.1 DESCRIPTION

1.1.1 This item shall consist of furnishing all materials, equipment, labor, cleaning and clean up, traffic control and incidental items necessary for sealing or filling cracks of asphalt pavements. The purpose of crack sealing and crack filling is to prevent the intrusion of water and incompressibles. Crack sealing shall be applicable for cracks 1/4" to 3/4" wide or as recommended by manufacturer. Crack filler is recommended for cracks that are 1" or wider and/or exhibit edge deterioration.

1.1.2 Crack **Sealer** is used for working cracks, cracks that have more than 1/4" seasonal movement. Both hot and cold materials are currently available for crack sealing; however, this specification is meant to only apply to hot applied materials.

1.1.3 Crack **Filler** should be used for nonworking cracks. Non-working cracks are cracks that have annual movement less than 1/4". Non-working crack types may include wide transverse cracks. If a crack exhibits edge deterioration it should be filled not sealed.

1.2 MATERIALS

1.2.1 Materials used for crack **sealing** shall meet or exceed requirements of ASTM D 6690 Type II and be listed on the CDOT approved products list. Crack sealers are typically viscous at high temperatures and applied with a wand and excess material is spread with a squeegee. The **contractor** shall provide material certifications and manufacturer's instructions for heating and application.

<http://www.coloradodot.info/business/apl>

1.2.2 Materials used for crack **filling** shall be a premixed blend of polymer modified asphalt binder and wear resistant aggregates heated and mixed in a specialized melter. They are usually spread using a specialized device and smoothed with a heated float. The **contractor** shall provide material certifications and manufacturer's instructions for heating and application. Material shall be listed on the CDOT approved products list.

NOTE:

If CDOT approved crack filler is not available see MGPEC website for product recommendations made by other municipalities.

1.3 EQUIPMENT

1.3.1 Equipment shall be as specified by the sealant manufacturer and approved by the **engineer**. All equipment and machinery shall be kept in good working order, free of leaks and properly muffled. All taxes, licenses and fees shall have been paid and proper licenses and permits shall be posted as required by law.

1.3.2 An oil jacketed type melting unit equipped with both agitation and recirculation systems shall be used to heat the sealant. Direct Fire Melters will not be allowed. The unit shall be equipped with separate thermometers for both the oil bath and the crack sealing material. Thermometers shall be calibrated on a weekly basis to ensure the proper heating of the material.

1.3.3 Materials shall be heated according to the manufacturer's specifications. Fresh material shall not be added to material that was overheated in an attempt to make it acceptable. Material that has been overheated shall be discarded.

1.4 CONSTRUCTION REQUIREMENTS

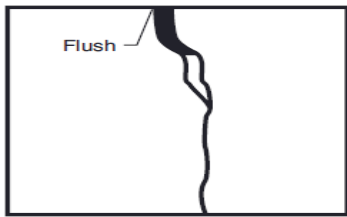
1.4.1 Prior to sealing, all loose material shall be blown out of cracks using a heat lance. Care shall be taken not to burn or scorch the pavement. Torches shall not be used. The **contractor** shall ensure that blown debris shall not strike pedestrians, workers, or cause damage to vehicles and/or private property during cleaning and sealing operations. The **contractor** shall clean debris from streets and sidewalks as soon as sealant has hardened sufficiently.

1.4.2 Cracks shall be free of moisture, residue from deicing chemicals, vegetation and loose matter prior to sealing. If sealant boils when applied additional drying is required before sealing resumes.

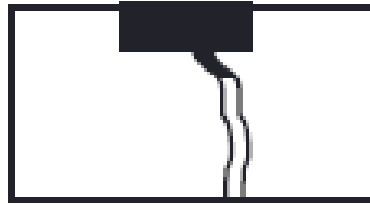
1.4.3 Cracks shall be sealed to a minimum depth equal to 2 X crack width or the full thickness of the pavement. Overband, if used, shall not exceed 3" in width and 1/4" in height above the pavement surface. Over band width is critical when sealing longitudinal cracks or in stopping zones to avoid creating hazards for cyclists or reducing the tire friction.

1.4.4 Routing shall precede blowing out cracks.

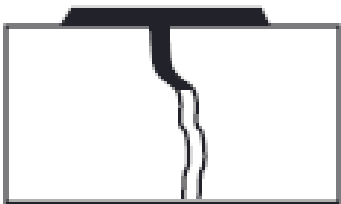
Flush Fill



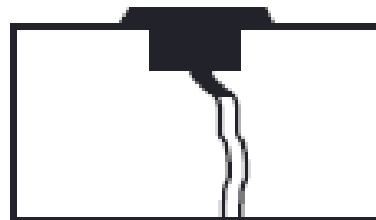
Routed and flush filled



Overband (Slang “Band Aid”)



Routed and Overband



1.4.5 The finished level of **Crack Seal** or **Crack Filler** shall be **flush to 1/8” above the asphalt surface**. Excess material shall be removed by the **contractor** at the **contractor’s** expense.

1.4.6 The **contractor** shall apply the sealant material **according to manufacturer’s recommendations** with approval by the **engineer**. The contractor **shall** be solely responsible for safety during all operations and making sure material is placed only in cracks with or without overband as shown above. Costs of damage, cleanup and/or material placed incorrectly shall be borne by the **contractor**.

1.4.7 Traffic shall be kept off sealant until sufficiently hard to not be picked up by traffic. Cooling of sealant can be accelerated using a commercial solution or water. Blotting with sand or paper is not acceptable.

QUALITY CONTROL REQUIREMENT CHECKLIST

Climatic Conditions

- ☐ Surface temperature is at least 45°F and rising or per manufacturer's recommendations.
- ☐ No moisture, fog or dew is present.
- ☐ Early morning operations should be performed in direct sunlight.

Routing

- ☐ Cutting tips are sufficiently sharp to minimize spalling and cracking.
- ☐ Proper safety garments are worn (hard hat, reflective vest, long-sleeved shirt, pants, steel toed boots, safety goggles, and hearing protection).
- ☐ Guards and safety mechanisms on equipment work properly.
- ☐ Router follows cracks without difficulty.
- ☐ Routed cracks do not exhibit spalling.

Material Preparation

- ☐ Proper safety garments are worn (hard hat, reflective vest, long-sleeved shirt, pants, steel toed boots, safety goggles, and hearing protection).
- ☐ Heating oil in melter jacket is not fuming and level is adequate.
- ☐ Temperature gauge on the melter has been calibrated to the satisfaction of the **engineer**. If
- ☐ the temperature gauge has not been calibrated:
 - o Measure sealant temperature with a thermometer.
 - o Ensure that the reading on the thermometer is the same as the reading on the melter temperature gauge.
- ☐ Sealant is never reheated above the manufacturer's recommended pouring temperature.
- ☐ Material safety data sheet (MSDS) is available on-site.

Cleaning of Cracks and Routs

- ☐ Proper safety garments are worn (hard hat, reflective vest, long-sleeved shirt, pants, steel toed boots, safety goggles, and hearing protection).
- ☐ A power sweeper or vacuum cleaner is being used to remove dirt and debris from the pavement surface.
- ☐ Compressor for high-pressure air provides at least 100 psi.
- ☐ Oil and moisture filters on compressor work properly.
- ☐ Temperature of the hot-air lance is below 930°F and the tip is 2 to 4 inches from the crack or rout.
- ☐ The cleanliness of the crack or rout is being checked every 30 minutes.
- ☐ The crack or rout is dry.
- ☐ No deicing chemical residue is present.

Sealant Application

- ☐ Hot-pour sealant is poured at the manufacturer's recommended temperature.
- ☐ The material is applied to the inside of the cracks.
- ☐ Insure that sealant is placed up to the asphalt surface.
- ☐ There is sufficient sealant to allow for overband (if applicable).
- ☐ There are no bubbles due to moisture present.

Overbanding of Sealant (if applicable)

- ☐ Over band is not more than 3 inches wide.
- ☐ Over band is not more than 1/8 inch above the pavement surface.
- ☐ Over band is formed during, or immediately after, sealant application.
- ☐ Excess sealant is removed before hardening.

Sealant Protection

☐ Traffic is rerouted until sealant is set.

1.5 MEASUREMENT

Crack sealant shall be measured and paid by the ton complete in place and accepted. If routing is specified it will not be measured and paid separately but shall be included in the cost of material.

The contractor shall measure and the inspector verify the following:

Before work starts each day:

- ☐ Amount of material in melter
- ☐ Number and weight of containers of material on site
- ☐ All containers are clearly marked with manufacturer's information.

At the end of work each day:

- ☐ Amount of material in melter.
- ☐ Number of containers of material not used.

Contractor shall certify that material in the melter is per the specifications and has not been overheated.

Measurement will not begin before inspector arrives.

Inspector shall be given adequate notice if material is to be delivered during the work day and have the opportunity to verify quantity.

Counting or delivering boxes or lids shall not be an acceptable method of verifying quantity of material.

1.6 TESTING AND INSPECTION - GUIDANCE

1.6.1 When pulled vertically using a flattened sharp tipped 1/4" rod bent at 90° the bond between the sealant and asphalt should be stronger than the sealant or the asphalt. Sealant or existing asphalt pavement should fail before the bond is broken.

1.7 PAYMENT

1.7.1 Payment shall include all equipment, supervision, labor, material; clean up including sweeping of streets and other areas where debris may have traveled and any other items necessary to perform the work. Payment for crack seal shall be made for material placed and accepted at the unit prices provided in the bid schedule. Crack seal shall be paid at the contract unit price per ton of material placed and accepted.

Item Description	Payment
Joint and Crack Sealant	\$/Ton

REVISION TO SECTION 409 CHIP SEAL

CHIP SEAL SPECIFICATIONS

PART 1 - GENERAL

1.1 DESCRIPTION:

- 1.1.1 The Contractor shall furnish all labor, equipment, materials, supplies, raised markers, signage, traffic control, and other incidentals necessary to provide an application of polymerized emulsified asphalt, cover coat aggregate, and a fog seal to an existing roadway surface that is satisfactory to the Engineer or Public Works Director at the locations specified. All workmanship and materials shall conform to the specifications contained herein.

1.1.2 RELATED WORK:

- A. Testing and Inspection Services are specified in Section 6 of Special Provisions

1.2 REFERENCES:

1.2.1 REFERENCES STANDARDS:

Comply with the requirements of the reference standards noted herein, except where more stringent requirements are listed herein or otherwise required by the Contract Documents.

1.3 SUBMITTALS:

1.3.1 SUBMITTAL

PROCEDURES: Refer to Submittals Section on page N-7

1.3.2 CERTIFICATES OF COMPLIANCE:

The Contractor must submit from their Emulsion Suppliers Certificates of Compliance for all emulsions used on the project. Documentation will meet all test requirements as

required for Table #1 on page N-27

1.4 QUALITY ASSURANCE:

1.4.1 INSTALLER QUALIFICATIONS:

Chip seal installer shall have not less than five years' experience on projects of similar size and scope.

1.4.2 TESTING AGENCY:

- A. All sampling, testing, and inspections specified herein will be performed by an independent testing and inspection agency employed in accordance with the provisions specified in Section 6 of Special Provisions.
- B. Notify the testing and inspection agency not less than 24 hours in advance of work requiring testing or inspection services.

PART 2 - PRODUCTS

2.1 MATERIALS:

2.1.1 Polymer Modified Emulsion

- A. Emulsified Asphalt for Chip Seal shall be CRS-2P emulsified asphalt conforming to the requirements shown in Table 1.
- B. Emulsified Asphalt for Fog Seal shall be CRS-2P emulsified asphalt conforming to the requirements shown in Table 1 diluted with 40% water for a 60 / 40 ratio or CQS-1HL Slurry Seal Emulsion.

Laboratory test results indicating conformance to Table 1 along with certifications from the supplier shall be provided to the Town of Foxfield, after Notice of Award, for review. A minimum of 3 working days shall be allowed for the review. The asphalt may be rejected as directed by the Engineer or Public Works Director. Submittal shall be in a timely fashion such as not to delay the project.

Polymer Modified Emulsion: Cationic rapid set emulsified asphalt (CRS – 2P) shall be an emulsified blend of asphalt, water, emulsifiers, and polymers. The emulsion shall contain a minimum of three percent (3%) styrene butadiene rubber (SBR) solids by weight of asphalt cement. The SBR polymer dispersion shall be co-milled during the emulsification process such that a bi-continuous polymer – asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for application through a distributor truck. The emulsified asphalt shall conform to the following requirements:

TABLE 1

Test on Emulsion	Minimum	Maximum	Test Method
Viscosity, Saybolt Furol, 50 C, sec, (a)	80	450	ASTM D244
Storage Stability Test, 24-h, % (a)		1	ASTM D6930
Demulsibility, 35 ml, 0.8% Dioctyl Sodium Sulfosuccinate %	40		ASTM D6936
Particle Charge Test	Positive		ASTM D244
Sieve Test, % (a)		0.1	ASTM D6933
Distillation: (b)			
Oil Distillate, by Volume of Emulsion, %		0.5	ASTM D6997
Residue, %	70		ASTM D6997
Test on Residue (Colorado DOT CP-L 2212*(b))			
Softening Point, Ring & Ball, °C	57		ASTM D36
Penetration, 25 °C, 100g, 5s, dmm	60	110	ASTM D5
Ductility, 25 °C, 5 cm/min, cm	100		ASTM D113
Ductility, 4 °C, 5 cm/min, cm	45		ASTM D113
Solubility in Trichloroethylene, % (c)	97.5		ASTM D2042
Toughness, in-lb	110		CP-L 2210*
Tenacity, in-lb	75		CP-L 2210*
Elastic Recovery, 25°C, 20 cm, 5 min hold/1h,%	50		ASTM D6084(B)

Notes:

(1) This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

(2) Distillation to 260 degrees C (§ 11 to 15) shall be the reference method for percent distillate and percent residue. Residue by hot plate evaporation at 205 + 5 degrees C (CP-L 2212) shall be the reference method to obtain material for tests on residue. Colorado DOT Procedure CP-L 2212 may be used for acceptance testing of percent residue.

(3) If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

* CP-L 2210, CP-L 2211, and CP-L 2212 are Colorado DOT test procedures.

The Contractor must submit Certificates of Compliance for all emulsions used on the project from all distributor truck loads. Documentation must meet all test requirements as required for Table #1. Based upon failing tests or incompatibility with the aggregate, the asphalt may be rejected at the Engineer's or Public Works Director's discretion. Any rejection shall not be cause to delay or increase the cost of the project. The Contractor must submit samples if requested by the Town after award of the contract.

2.1.2 Cover Coat Material / Aggregate Chips:

The chip or cover coat aggregate shall be washed, hard, durable, clean rock and free from coatings or deleterious materials. All of the aggregate shall be crushed gray granite with 100% fractured faces. The aggregate shall have maximum loss of 20% when tested with the LA Abrasion procedure as defined by AASHTO T96.

The maximum amount of flat and elongated aggregate with a ratio of 3 :1 shall not exceed 12% as determined by ASTM D4791. Only one source of aggregate shall be used and shall conform to the following gradations.

TABLE 2 - AGGREGATE CHIP GRADATIONS / COVER COAT AGGREGATE (percent passing).

SIEVE SIZE	1/2" Chip	3/8" Chip	1/4" Chip
1/2"	95 – 100	100	100
3/8"	0 - 60	95 - 100	100
1/4"	0 – 10	0 - 35	95 -100
No.8	0 – 3	0 – 3	0 - 3
No.200	0 -1.2	0 1.2	0 – 1.2

The Contractor may be requested to submit samples for testing after the notice of award is given. At the discretion of the Engineer or Public Works Director, the aggregate may be rejected if deemed unsuitable for the project. Any rejection shall not be cause to delay or increase the cost of the project.

The Contractor shall keep the aggregate moist, but not wet, while in the stockpile by use of light sprinkling. Aggregate shall not be delivered to the job site at moisture contents greater than two (2.0) percent by weight. The aggregates shall be from a single source and shall be the same as samples submitted for testing. Aggregate sources shall not change during the course of construction.

Aggregate which was previously applied and swept up as excess may be re-used provided the material meets requirements in Table 2. The Engineer or Public Works Director may reject any material based on visual observation or tests.

TABLE 3 – MATERIAL APPLICATION RATES

	1/2" Chip	3/8" Chip	1/4" Chip
Diluted Fog Seal CRS-2P with water	.12 Gal / SY Minimum	.11 Gal / SY Minimum	.10 Gal / SY Minimum
CRS-2P Chip Seal Chip installation	.40 - .46 Gal / SY Minimum	.36 - .40 Gal / SY Minimum	.30 - .34 Gal / SY Minimum
Cover Coat Aggregates / Chip	25 lbs / SY Minimum	23 lbs / SY Minimum	20 lbs / SY Minimum

The specific Polymer Modified Emulsion Asphalt (CRS-2P) for chip placement, Diluted Fog Seal, and Cover Coat Aggregate (Rock Chips) application rates shall be determined using factors such as surface temperatures, air temperatures, shaded areas, traffic volumes, existing road conditions, road surface texture, adjoining drainage, and time of year. The Contractor based on field and application experience may alter the application rates due to changing weather and road conditions upon the approval of the Town's Project Manager.

The following is the Chip Seal Application rate parameters that the town has established as Best Construction Application Practices.

$$B_d = \{[(V_f + V_t) * ALD] * EF * PF\} + A_s + A_e + A_{as} +$$

A_{aa} Each of these parameters is discussed below.

Basic Voids Factor, V_f

For traffic less than 500 vehicles per day per lane Figure 1 is used. For traffic greater than 500 vehicles per day per lane Figure 2 is used.

Adjustment for Aggregate Shape, V_a

When Flakiness index is between 15 and 25 no adjustment is made. In the event aggregates are allowed with Flakiness Index greater than 25, an adjustment in accordance with that shown in Table 4 shall be used.

Figure 1. Basic Voids Factor Versus Traffic, (for 0 to 500 vehicles/day/lane)

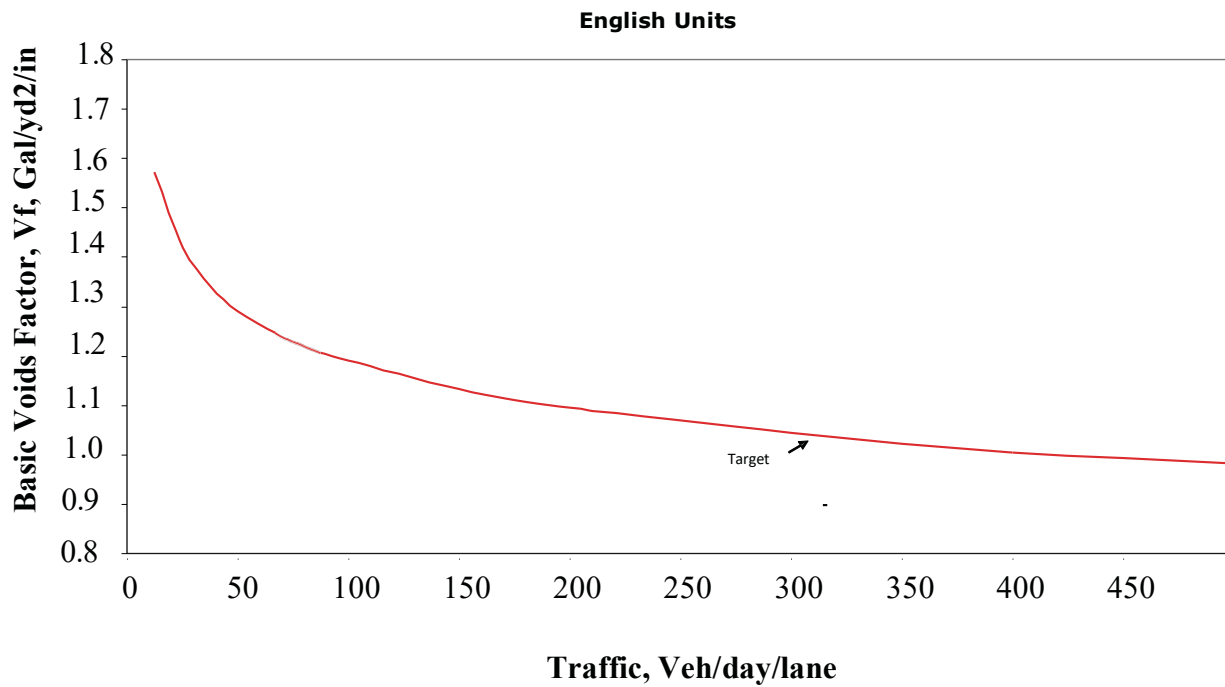
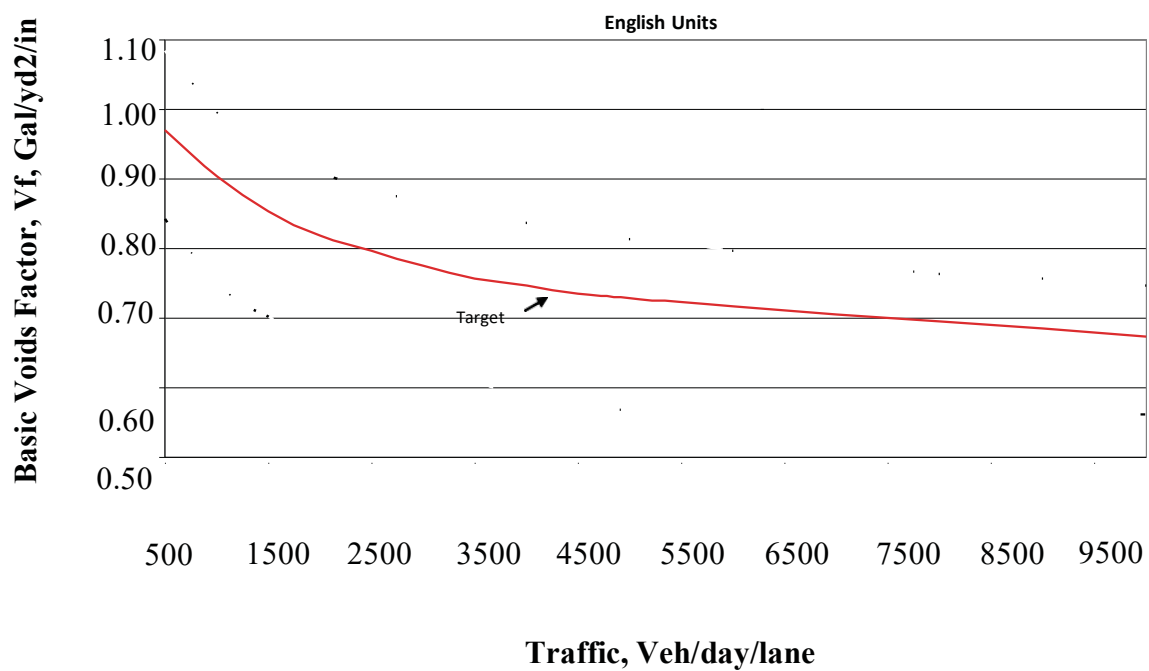


Figure 2. Basic Voids Factor Versus Traffic, (500 – 10,000 vehicles/day/lane)



Adjustment for Traffic, Vt

Adjustment for the type and character of traffic, Vt, shall be made in accordance with Table 4.

TABLE 4 - TRAFFIC ADJUSTMENT, VT

Traffic		Traffic Adjustment, Vt, gal/yd ² /in			
		Flat or Downhill		Slow Moving-Climbing Lanes	
		Normal	Channelized	Normal	Channelized
Overtaking lanes of multi-lane rural roads where traffic is mainly cars with HV ≤10%		+0.056	0	0	0
Non-traffic areas such as shoulders, medians and parking		+0.112	0	0	0
EHV* , %	0-15	0	-0.056	-0.056	-0.112
	16-25	-0.056	-0.112	-0.112	-0.168
	26-45	-0.112	-0.168	-0.168	-0.224**
	> 45	-0.168	-0.224**	- 0.224**	-0.281**

* Equivalent Heavy Vehicles, EHV, % = vehicles over 3.5 tons

** If adjustments for aggregate shape and traffic effects result in a reduction in Basic Voids

Factor, Vf, of 0.224 gal/yd²/in or more, special consideration should be given to the suitability of the treatment and the selection of alternative treatments. Note that a minimum Design Voids Factor, VF, of 0.56 gal/yd²/in is recommended for any situation.

Average Least Dimension

The average least dimension, ALD, is as follows:

$$ALD, \text{ in} = M / [1.139285 + (0.011506 \times FI)]$$

Where,

M = median size of the aggregate (in)

FI = flakiness index

Emulsion Factor

An emulsion factor is applied to the Basic Binder Application Rate (before allowances) when using asphalt emulsions.

The Basic Binder Application Rate for emulsions, B_{be} , is calculated as

$$\text{follows: } B_{be} = B_b \times EF$$

Where,

B_{be} = Basic Binder Emulsion Application Rate rounded to the nearest 0.2 gallons/yd²

B_b = Basic Binder Application Rate, gallons/yd²

EF = Emulsion Factor = 1.0 for emulsions with less than 67 percent residue and 1.1 to 1.2 for emulsions with residues greater than 67 percent.

Binder application rates are residual binder and do not include the water content of emulsion.

Polymer Modified Emulsion Factor

The application rate should be adjusted using the factor in Table 6 in accordance with the traffic volume.

Table 6. Polymer Modified Emulsion Factors

Traffic, veh/day/lane	PF
< 500	1.0
500 to 2500	1.1
> 2500	1.2

The Basic Binder Polymer Modified Emulsion application rate is calculated as

$$\text{follows: } B_{bpme} = B_b \times EF \times PF$$

Binder application rates are residual binder and do not include the water content of emulsion.

Correction Factors

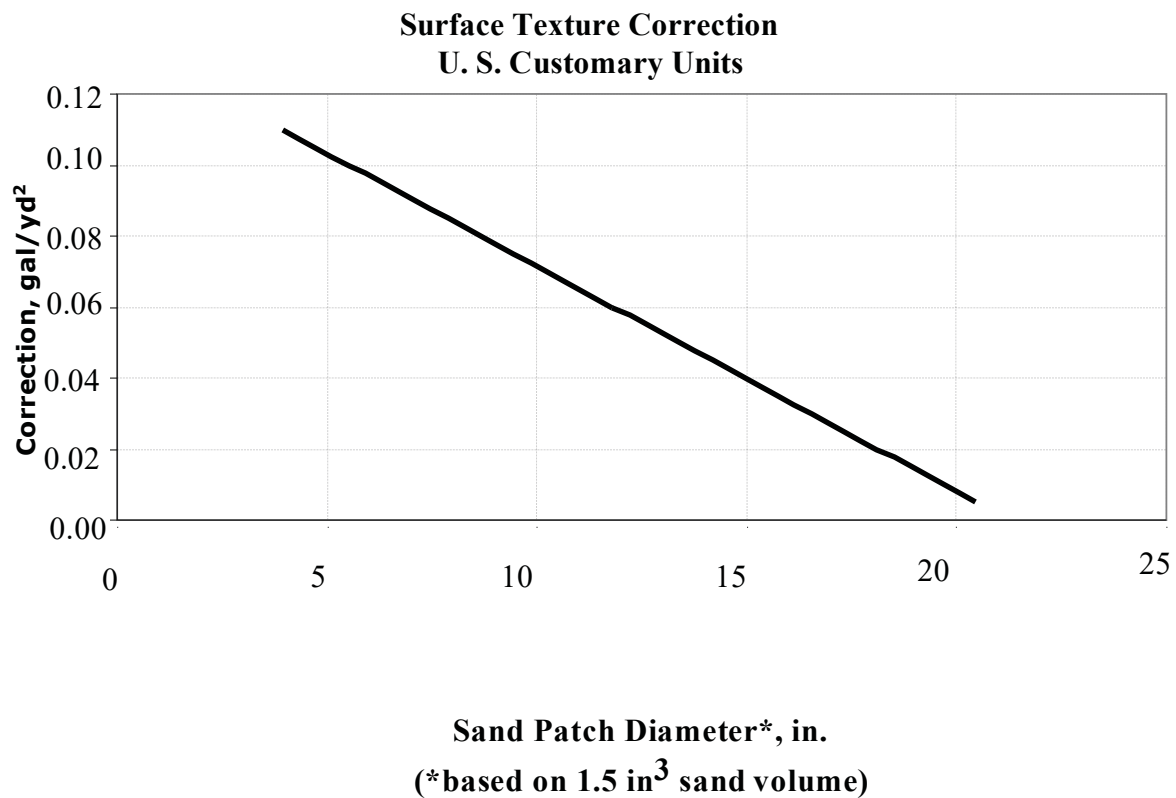
Corrections should be considered to account for the following factors:

- texture of existing surface
- aggregate embedment into substrate
- binder absorption into the substrate
- binder absorption into the chip seal aggregate.

a. Texture of Existing Surface, A_s

The surface texture of the existing substrate may have some demand for emulsion and should be accounted for. This depends on the texture depth of the substrate, the type of substrate (existing chip seal, hot mix asphalt or slurry seal), and the size of cover aggregate to be applied. The correction ranges from 0 gal/yd² for chip seals over hot mix asphalt with texture depth no more than 0.1 mm to +0.11 gal/yd² for ¼-inch to 3/8-inch chip seals over a surface with texture greater than 2.9 mm. The correction to be used is shown in Figure 3.

Figure 3. Correction Factor, A_s vs Sand Patch Diameter



The pavement texture shall be measured by the Sand Patch Test (ASTM E965).

This depth is reported as the mean texture depth (MTD) in millimeters, mm.

b. Embedment into Substrate, A_e

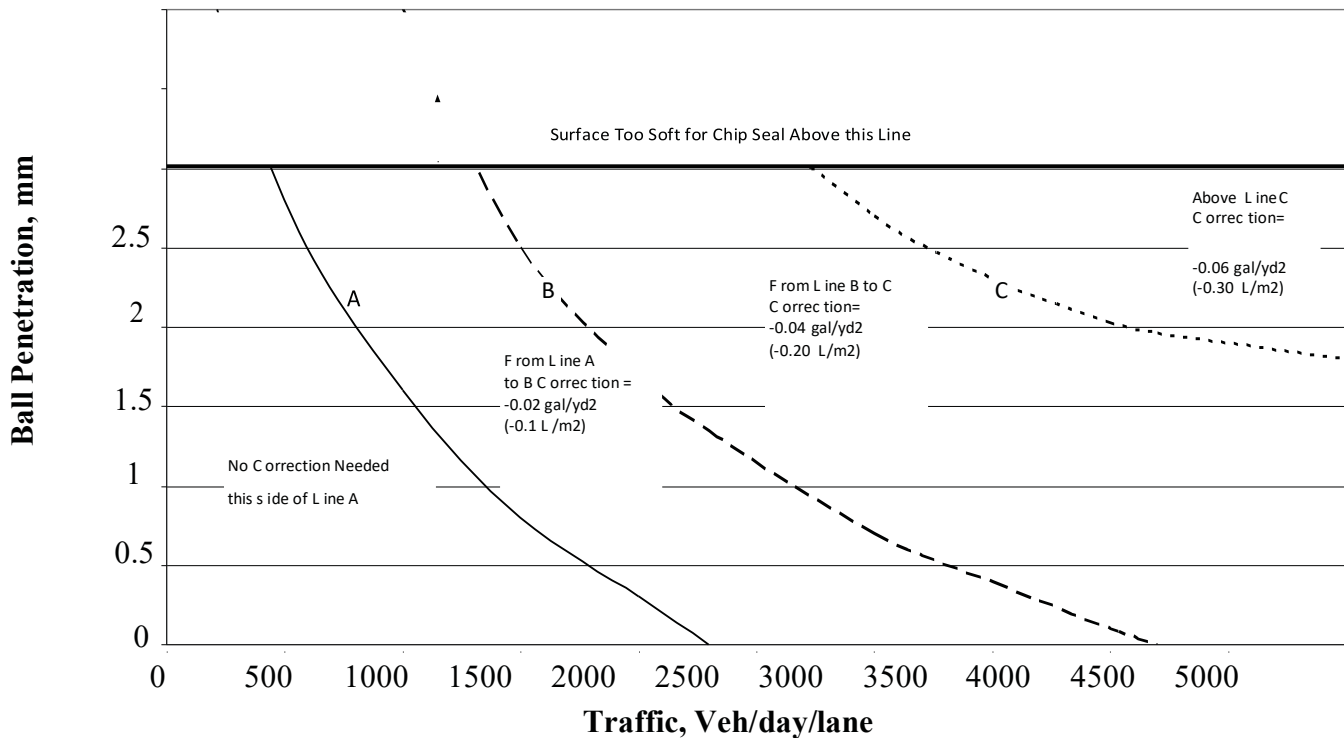
The embedment correction factor compensates for loss of voids in the chip seal under traffic due to chips being forced into the surface of the substrate. The depth of embedment depends on the volume and type of traffic and resistance of the substrate. The corrections shown in Figure 4 shall be used for results from the ball penetration test method. In this method a ¾-inch ball bearing is driven into the substrate surface with one blow of a Marshall compaction hammer. When ball penetration exceeds 3 mm, the pavement is considered too soft to chip seal.

c. Absorption of Emulsion into Substrate, A_{as}

The following corrections should be used for potential loss of emulsion into the substrate:

- granular unbound pavements +0.04 to +0.06 gal/yd²
- pavements using cementitious binders +0.02 to +0.04 gal/yd²
- asphalt stabilized surfaces -0.04 to 0 gal/yd²

Figure 4. Correction Factors for Chip Penetration Into Substrate



d. Absorption of Emulsion into Aggregate Chips, A_{aa}

Absorption of emulsion into the chips requires a correction of +0.02 gal/yd² for each 1 percent water absorption.

An example of how to use the above design follows:

If,

Maximum Aggregate Size = 1/2

in. Median Aggregate Size = 3/8

in. Flakiness Index = 30%

Loose Unit Weight, $W = 110 \text{ lbs/ft}^3$

Traffic = 1500 veh/day/lane, channelized, with Equivalent Heavy Vehicles,

EHV%=16 Polymer Modified Emulsion binder with 70% residue

Sand Patch Diameter for Texture = 18 in.

Ball Penetration = 0.5 mm

Substrate is old chip seal with no expected absorption potential

Chip seal aggregate has 1% water absorption

Design Binder Application Rate is:

$$B_d = [(V_f + V_a + V_t) * ALD] * [EF * PF] + A_s + A_e + A_{as} +$$

$A_{aa}] V_f = 0.85 \text{ gal/yd}^2/\text{in.}$, from Figure 2b,

$V_a = -0.028 \text{ gal/yd}^2/\text{in.}$, from Table 8

$V_t = -0.112 \text{ gal/yd}^2/\text{in.}$, from Table 9

$ALD = 0.328 \text{ in.}$

$EF = 1.2$, from Section 6.1.5

$PF = 1.1$, from Table 10

$A_s = 0.02 \text{ gal/yd}^2$, from Figure 3a

$A_e = 0$, from Figure 4

$A_{as} = 0$, Section 6.1.7c

$A_{aa} = +0.02 \text{ gal/yd}^2$, Section 6.1.7d

$$B_d = [(0.85 - 0.028 - 0.112) * 0.328 * 1.2 * 1.1] + 0.02 + 0 + 0 + 0.02 = 0.35 \text{ gal/yd}^2$$

$$\begin{aligned} \text{Aggregate Spread Rate} &= [ALD, \text{ in.} * W, \text{ lbs/yd}^3] / 25.27, \text{ from Section 6.2} \\ &= 0.328 * 110 * 27 / 25.27 = 38.5 \text{ lbs/yd} \end{aligned}$$

The specific emulsion and application rate to be used for each area will be determined by the Engineer or Public Works Superintendent.

Aggregate Application Rate

The aggregate application rate is determined based on ALD, traffic volume and chip size.

The aggregate spread rate for 3/8-in. and larger chips depends on the traffic.

- a. Pavements with less than 200 vehicles/day/lane are calculated as follows:

$$\text{Aggregate Spread Rate, lbs/yd}^2 = [ALD, \text{ in.} * W] / 27.08$$

where,

W is loose unit weight, lb/yd^3

- b. Pavements with more than 200 vehicles/day/lane: Aggregate

$$\text{Spread Rate, lbs/yd}^2 = [ALD, \text{ in.} * W] / 25.27$$

The range of spread rates for 3/8-inch and smaller chips depends on whether there are one or two layers of chips placed. It ranges from 0.104W to 0.093W for a single layer to 0.089 W to 0.072W for two layers.

PART 4 - MEASUREMENT AND PAYMENT

3.1 CONSTRUCTION REQUIREMENTS:

3.1.1 PROJECT START AND COMPLETION DATES:

No construction can start until the beginning of the last week in May. All construction must be completed by the end of the first week in September. **No Exceptions.**

3.1.2 WEATHER LIMITATIONS:

No construction shall take place until the air and pavement surface temperatures reach sixty-five degrees (65°) F and are expected to reach seventy-five degrees (75) within one hour. Seventy-five degrees (75) is preferred. All construction must stop if air or surface temperatures drop below sixty-five degrees (65) or is forecast to do so within the next two (2) hours. No construction shall take place when the pavement is moist, or when, in the opinion of the Town's Engineer, the weather is or may become detrimental. Detrimental weather is defined as possible approaching storms, rain showers, hail, cool temperatures, moist pavement, windy conditions, or other factors which could affect the performance of the construction. If weather conditions permit, Fog Sealing Operations may be permitted by the Town's Engineer during the hours of darkness. No other construction operations (chip placement) may occur during night time hours.

3.1.3 EQUIPMENT:

The minimum equipment required to apply a chip seal shall include two sweepers, two like emulsion distributors, one self-propelled aggregate spreader, three pneumatic tired rollers, four aggregate (chip) haul trucks, one (minimum 2 ½ yard) front end loader and other incidental equipment necessary to complete construction in a timely and efficient manner. This equipment shall be denoted as a unit spread and shall be the minimum equipment allowed. Additional unit spreads shall be allowed. Additional distributors, aggregate spreaders, etc., shall be allowed as back-up only and shall not be used without the written approval of the Engineer. The size and condition of all equipment shall be approved prior to construction. Should equipment be unsatisfactory (fluid leaks, poor performance, excessive break downs, etc.) for whatever cause, the Contractor shall remove and replace the equipment without delay or cost. The equipment shall conform to the minimum requirements listed in the following section:

- a) Sweepers. The sweepers used shall be either a rotary power sweeper or vacuum designed sweepers (8-yard minimum capacity) having only negative air pressure at the road surface with air pressure at the intake rated at 46 inches of negative water pressure, capable of removing excess aggregate and debris including caked mud and other deleterious materials from the project limits. In addition, the Contractor may be required to clean the surface of the pavement. The Contractor shall use a rotary wet cleaning street sweeper if dry sweeping doesn't clean the pavement to the Engineer's satisfaction. All sweepers

used on the project must meet all applicable U.S. Environmental Protection Agency Standards.

- b) Distributors. The distributors used for this project shall be capable of providing a uniform application rate varying from one-fifth (0.5) to one- (1.00) gallons per square yard of emulsion uniformly over a variable width up to twenty (20) feet in a single pass. The uniformity of the distributor shall not vary by more than two-hundredths (0.02) gallons per square yard and testing by the Contractor may be required to verify the uniformity. The distributor shall be equipped with a variable power unit for the pump and full circulation spray bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide one hundred (100) percent of double coverage in a single pass. Where multiple passes will be required to complete the full width, the four (4) inches adjacent to the second pass may be left with fifty (50) percent coverage so that the next pass completes the full application rate specified. The distributors shall be self-powered and include a computerized application controls, a tachometer, pressure gauges, accurate volume devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion tank. Calibration records may be required prior to start of the project or at any point of the project if requested by the Engineer.
- c) The Aggregate (Chip) Spreader. The aggregate spreader shall be self-propelled and supported by at least four (4) pneumatic tires on two (2) axles and shall be capable of applying aggregates at rate of five (5) to fifty (50) pounds per square yard in a uniform manner across variable widths up to twenty (20) feet. The uniformity of the aggregate spreader shall be less than or equal to one (1.0) pound per square yard. Before the project begins field tests shall be run on the aggregate spreader to determine the uniformity of the spread using the specified aggregate gradation for this project. The tests shall be performed by the Contractor and results submitted to the Engineer for approval prior to use of the spreader on the project.
- d) Rollers. Three (3) pneumatic tired rollers shall be used. The rubber-tired rollers shall have a gross load adjustable to apply 200 – 350 pounds per square inch of rolling width. Tire pressure shall be specified for pneumatic tired rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the Chip Seal operation and the width of coverage, additional rollers may be required. Maximum speeds of the rolling operations shall be between 7 and 10 miles per hour.
- e) Aggregate Haul Trucks. The Contractor must have a minimum of four (4) haul trucks on the project. Haul trucks must have a minimum capacity of ten (10) cubic yards each. Haul trucks must meet all DOT Standards in order to operate on Town streets. Haul trucks must follow all Traffic Control Laws.
- f) Front End Loader. The Contractor must provide a satisfactory operating front end loader with a minimum of a 2 ½ yard bucket for loading haul trucks and stockpiling new and used aggregate materials at the designated staging area. The Town will not provide a backup loader.

3.1.4 Equipment Calibrations

The following are Asphalt Distributor and Chip Spreader Equipment Calibration rate Parameters that the town has established as Best Construction Application Practices.

3.1.4.1 Asphalt Distributor

Nozzles to be used in the asphalt distributor must be calibrated prior to arrival on the project. The number designation of the nozzle should be checked for flow rate against the published flow rate of the manufacturer using a laboratory flow bench. This procedure is described in the published literature (Shuler 1990, Shuler 1998). Nozzles used in the spray bar should be checked as a group. Nozzles deviating by more than 10 percent of the average flow rate of the group should either be discarded, replaced or corrected to allow flow that conforms to the average flow rate.

Nozzles that are calibrated to provide uniform lateral flow must be re-installed in the spray bar following manufacturer's recommendations and assuring that each nozzle is aligned at the correct angle to provide desired spray overlap. Nozzle angle can usually be adjusted using the wrench provided by the distributor manufacturer, an adjustable wrench or appropriate size open end wrench. Nozzle angle usually ranges between 15 and 30 degrees.

After the nozzle angle is set properly, the height of the spray bar must be adjusted. If the bar is not set to the proper height, an excess or lack of emulsion will form ridges or streaks on the pavement as depicted below.

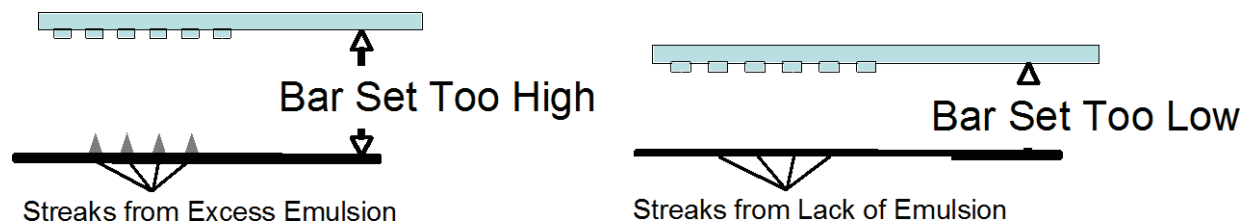


Figure 5. Streaks Caused by Incorrect Bar Adjustment

This adjustment process is accomplished by shutting off the appropriate nozzles to determine where the spray pattern contacts the pavement as shown in Figure 6. Every other nozzle should be turned off for a double lap application and two nozzles should be turned off for every one that is left on for a triple lap application. The distributor operator should spray emulsion onto the pavement surface for as short an interval as possible while an observer watches where the emulsion hits the pavement from each nozzle left open. Emulsion overlaps indicate the bar is too high and a gap indicates the bar is too low. Note that the bar will rise as the distributor empties during spraying, but this rise does not usually cause significant streaking that requires spray bar adjustment.

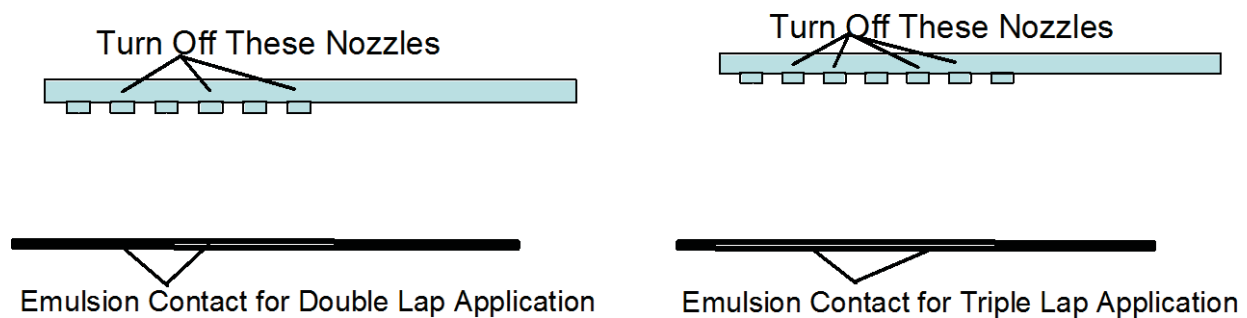


Figure 6. Obtaining No Streaking for Double and Triple Lap Application

Uniformity of lateral flow from the spray bar should be determined by collecting a measured volume of emulsion in containers placed under each nozzle. This process can be done using standard 6-inch by 12-inch concrete cylinder molds lined with one-gallon freezer bags (Shuler 1991). One bag is positioned under each nozzle and emulsion is sprayed into the lined cans until approximately 75 percent full. Flow is then stopped and each lined can is weighed. The weight of each lined can should be within 10 percent of the average for all of the nozzles. Any nozzles that deviate from this should be replaced and the test rerun. The cylinder molds can be re-used and the bags with the contents discarded appropriately.

Longitudinal calibration of the distributors is done by measuring the volume of the distributor before spraying and after spraying 70 to 90 percent of the distributor volume. Using the dip stick supplied with the distributor the volume sprayed can be determined. The longitudinal spray rate can then be calculated by determining the area sprayed. This value should then be compared to that displayed by the distributor computer, if equipped, to evaluate computer accuracy; if the rate applied differs from design by more than 5 percent corrective action should be taken and the calibration rerun. This calibration should be made each day. The following is an example of such a calibration:

Assuming:

- 1800-gallon capacity asphalt distributor, 12 foot wide spray width, Trial spray distance = 4630 feet, 0.32 gallon/yd² design spray rate, dipstick reading beginning of shot = 1765 gallons, dipstick reading end of shot = 185 gallons
- 1. Check volume shot. $1765 - 185 = 1580$ gallons
 - a. $1580 / 1765 = 89.5$ percent $> 70\%$ and $< 90\%$. OK
- 2. Calculate spray rate = $1580 \text{ gallons} / (12 \text{ ft} \times 4630 \text{ ft} / 9 \text{ ft}^2 / \text{yd}^2) = 0.26 \text{ gallons/yd}^2$
 - a. $0.32 - 0.26 = 0.06 \text{ gal/ yd}^2$ which is greater than 5 percent of the difference between the actual spray rate and the design.
- 3. Therefore, make adjustments to distributor speed or spray bar until the rate applied is within 5 percent of 0.32.

3.1.4.2 CHIP SPREADER

The chip spreader should be checked for uniform application both laterally and transversely. Lateral distribution shall be checked using ASTM D5624, "Standard Test Method for Determining the Transverse-Aggregate Spread Rate for Surface Treatment Applications," (ASTM D5624). Once accomplished and any spreader gates have been adjusted for variations, the longitudinal spread rate can be measured by applying the entire spreader capacity to the pavement and measuring the application rate. The mass of chips applied can be determined from weigh tickets of trucks loading the chip spreader. Conduct the calibration for three trucks and averaging the results. An example follows:

For 12-ton capacity tandem dump trucks, 12 foot wide pavement, 28 pounds per square yard design spread rate

1. For Truck No. 1
 - a. Load = 23,803 lbs
 - b. Spreader distance = 213 feet
 - c. Rate = $23,803 / 213 \times 12/3 = 27.9 \text{ lbs/yd}^2$
2. For Truck No. 2
 - a. Load = 23,921 lbs
 - b. Spreader distance = 211 feet
 - c. Rate = $23,921 / 211 \times 12/3 = 28.3 \text{ lbs/yd}^2$
3. For Truck No. 3
 - a. Load = 23,848 lbs
 - b. Spreader distance = 213 feet
 - c. Rate = $23,848 / 213 \times 12/3 = 28.0 \text{ lbs/yd}^2$
4. Average Rate = $(27.9 + 28.3 + 28.0) / 3 = 28.1 \text{ lbs/yd}^2$
5. No adjustment needed (measured rate is within 1 percent of design)

Compensation for moisture on chips must be taken into account when calibrating chip spreaders.

3.2 CONSTRUCTION:

3.2.1 SURFACE PREPARATION:

The substrate pavement must be clean before commencing chip seal operations. Dust and debris on the surface must be removed by power brooms. Pick-up type brooms should be used in urban areas to avoid spreading surface contaminants onto adjacent properties. Push brooms may be used in rural areas when spreading excess chips onto shoulders does not impact property owners. The surface of the substrate pavement should be damp to dry. A damp surface is acceptable as long as moisture is present only in surface aggregate voids and is not present as free moisture between aggregates.

3.2.2 ENVIRONMENTAL CONDITIONS

The pavement temperature for chip seal operations should be a minimum of sixty-five degrees (65 F) with little or no wind. Seventy-five degrees (75 F) is preferred. However, chip seal operations may commence before the pavement temperature reaches seventy-five degrees (75F) as long as pavement temperatures are expected to be seventy-five

degrees (75F) and rising within 60 minutes after commencing work.

Wind speeds in excess of 20 mph transverse to the pavement alignment can blow asphalt emulsion onto opposing traffic on two lane facilities, therefore chip seal operations should be avoided under these conditions.

Chip seal operations should not be pursued or cancelled if rain is threatening. A rainstorm could wash asphalt emulsion onto concrete gutters or into roadside ditches. Heavy rain can float aggregate and plug storm drains resulting in flood damage.

Ambient air temperatures in excess of 110F with the sun shining or with moderate winds can cause emulsified asphalts to form a 'skin' on the surface such that the emulsion does not set adequately. This situation may require the spread of chips closer to the distributor to obtain proper embedment. However, high air temperatures may lead to lower viscosity emulsion residue resulting in higher potential for pick up on rubber tire rollers. Increasing the demulsibility of anionic emulsions may help remedy this situation (Shuler 1991).

There is anecdotal evidence to support limiting the season for chip sealing so construction does not occur when there may be periods of cool to cold weather after the chip seal is completed. The town will only allow construction of the project to run from the beginning of the last week in May until the end of the first week in September. **No Exceptions.**

3.2.3 APPLICATION OF ASPHALT EMULSION:

The application of the emulsion shall be performed by the distributor in a manner to achieve a uniform, continuous spread of emulsion over the section treated and within the limitations of the weather. The temperature of the emulsion applied shall be 160 FD \pm 20 F. The quantity of emulsion applied shall be as specified herein or as directed by the Engineer's discretion.

Manholes, water valves, concrete curb and gutter pans, adjoining driveways, adjoining landscaping, and other features within the construction zone specified which are not to be treated with the chip seal shall be protected. A clean line shall be maintained adjacent to untreated features. The manner of protection shall be either construction or roofing paper or use of loose aggregate applied to the feature prior to the application of emulsion.

If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Hand applicators shall be on-site and ready to repair deficient areas continuously during the operation. Repairs shall be made immediately after deficiencies are noted and prior to the application of aggregate. At no time shall water or solvents of any kind be used to repair deficient areas. The emulsion application shall be no more than thirty (30) feet ahead of the aggregate spreader at all times during construction. The width of the spread shall be no greater than the width of the aggregate spreader except where additional passes are required the emulsion may be extended four (4) inches beyond the aggregate spread at a fifty (50) percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden or otherwise impair the aggregate retention before the aggregate has

been properly applied and rolled. After completion of the spread or during repairs or normal work stoppages, the distributor shall be parked off the roadway and the spray bar shall be protected from spillage on public or private property by use of construction paper.

3.2.4 APPLICATION OF AGGREGATE CHIPS:

The aggregate shall be applied following the emulsion application by the approved aggregate spreader at the application rate specified herein. Some experimentation is necessary to estimate the proper timing, which can be accomplished during the first distributor application. In many cases, changes in environmental conditions during construction will require this test be repeated during the day because humidity, chip moisture, emulsion properties and ambient air temperature affect the adhesive quality of the emulsion.

The aggregate spreader shall be calibrated by the Contractor to achieve the design application rate beginning at the start of work in an area not covered by emulsion.

The moisture content of the aggregate shall not exceed two (2.0) percent by weight at the time of application. Moisture shall not be added to the aggregate at any time during the construction operations. Moisture may be added in the stockpile by light sprinkling provided the moisture content does not exceed two (2.0) at the job site. Dust covered aggregates shall be rejected at the discretion of the Engineer.

The spreader shall be positioned such that the tires of the unit never contact the uncoated emulsion. The spreader shall be positioned such that the emulsion does not have time to break, cure, chill or harden before the aggregate is placed and rolled and shall be within thirty (30) feet of the distributor. The width of the aggregate spread shall be equal to the width of the emulsion spread, except where additional passes are required for an adjacent lane. The aggregate spreader shall not cover the outside four- (4) inches of emulsion, which has been applied at a fifty- (50) percent application in multiple-pass sections of roadway. At the discretion of the Engineer, the application rate of the aggregate may be altered at any time during the construction operations.

The clean-up crew in a manner approved by the Engineer shall cover areas, which are deficient in aggregate, immediately with additional material. Aggregate shall not be applied after rolling has commenced, except as approved by the Engineer. The clean-up crew shall consist of at least two persons, a truck, aggregates, crusher fines, hot emulsion and means of applying emulsion and shall quickly repair any areas which are deficient or unsatisfactory to the Engineer. The clean-up crew shall be responsible for: 1) placement and pickup or protection materials for manholes, water valves, adjoining driveways, adjoining landscaping, etc.; 2) application of additional emulsion, aggregate, or fines necessary; 3) clean-up of excess emulsion, aggregates or other materials; 4) general job site cleanliness; and 5) other duties necessary to maintain operations as directed by the

Engineer.

Sweeping shall not precede the application of emulsion by more than sixty (60) minutes. The Contractor shall be responsible for all measures required to provide a thoroughly clean and dry pavement surface including sweeping and washing. The Contractor shall observe the condition of the pavement prior to bidding to determine the work necessary to provide a clean, dry pavement for construction and shall include the work necessary in his bid.

3.2.5 ROLLING:

Initial rolling shall begin immediately after the aggregate spreader. A minimum of three- (3) pneumatic tired rollers shall be used. A minimum of three (3) complete passes of the roller shall be required. Rollers shall work in tandem and shall overlap fifty (50) percent. Initial rolling shall be completed within twenty (20) minutes after the application of the aggregate and before the emulsion breaks. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operation shall be seven to ten (7 - 10) miles per hour.

3.2.6 SWEEPING:

Within twenty-four (24) hours of curing, excess aggregate shall be swept from the roadway and adjacent areas. Sweeping may occur sooner when the chip seal will allow it without displacement of the embedded chip. This decision can be determined in the field by the Contractors Project Manager.

3.2.7 VEHICULAR TRAFFIC UNDER TRAFFIC CONTROL

Vehicular traffic MAY be allowed on the newly chipped roadway immediately after all initial rolling is completed. This decision can be determined by the Contractors Project Manager. All vehicular traffic should be controlled at low speeds (20 mph or less) with signage, flaggers, or pilot cars until initial sweeping can be completed. If speeds cannot be controlled at this speed, traffic should not be allowed on the new chip sealed roadway until final sweeping is complete. All traffic control applied shall follow all MUTCD (Manual on Uniform Traffic Control Devices for Streets and Highways).

3.2.8 REMOVING TRAFFIC CONTROL

Appropriate traffic control must be maintained until all chip spreading, rolling, sweeping, and fog sealing operations are completed. All traffic control applied during all stages of the project must follow all MUTCD guidelines.

After three (3) days of curing, excess aggregate shall be swept from the roadway and adjacent areas and disposed of in a manner approved by the Engineer.

The Contractor at no cost to the project shall perform all repairs necessary.

3.2.9 FOG SEAL

After sweeping, a fog seal consisting of CRS-2P, diluted 40 % with water for a 60/40 ratio shall be applied between 0.08 to 0.15 gallons per square yard in accordance with Table 3 and be protected from traffic to avoid tracking while curing, but shall be able to support traffic without tracking within two hours.

The Contractor must take every precaution (signage, flaggers, traffic cones, roofing paper, etc.) to prevent fog seal from tracking into driveways, tacking to cars, over spraying of landscapes and adjoining concrete structures etc.. The Contractor will be expected to leave breaks or skips of Fog Seal at all intersections that require traffic flows to cross. After one side of the intersection has cured the other side of intersection can be completed later. Appropriate traffic control must be maintained until both sides of the intersection can be opened. The Town will not be responsible for any damage to vehicles or private property due to tracking of uncured fog seal.

3.3 QUALITY CONTROL

The following are testing methods established by the town to be conducted by the Contractor during construction.

3.3.1 AGGREGATE GRADATION

Gradation analysis must be completed before construction begins, and every 100 tons thereafter. Aggregate gradation shall not deviate from the project aggregate gradation (PAG) by more than the following tolerances:

<u>Sieve</u>	<u>Tolerance,</u> <u>+/-, %</u>
¾	5
½	5
3/8	4
No. 4	3
No. 8	1
No. 200	0.5

If gradation analysis indicates the above tolerances have been exceeded, construction shall cease until aggregate gradation is adjusted and within tolerances.

3.3.2 CHIP SEAL MOISTURE CONTENT

The moisture content of the chip seal should be measured at the beginning and the end of the day for determining when sweeping can occur and when traffic control can be removed. Moisture content can be determined by complete moisture evaporation from the chips using a forced draft oven or a microwave oven. By weighing the chips before and after removing moisture, the moisture content, w, can be determined as follows:

$$w, \% = \frac{\text{Wet Weight} - \text{Dry Weight}}{\text{Wet Weight}} \times 100$$

The above value can be used to determine chip moisture. The moisture content of the emulsion can be obtained from the certificate of compliance from the emulsion supplier. The total moisture in the chip seal is therefore, the moisture content of the aggregate chips plus the moisture content of the emulsion. To determine when sweeping can occur the total chip seal moisture content in one square yard of chip seal must be known. Therefore, emulsion and aggregate chip application rates can be used to determine the amount of moisture in one square yard as follows:

C_w = Moisture content of aggregate chips, lbs/sq-yd = Spread rate, lbs/sq-yd * moisture content, % (expressed as decimal)

E_w = Moisture content of emulsion, lbs/sq-yd = Spread rate, gals/sq-yd * water content, % (expressed as decimal) * 8.33

Total Chip Seal Moisture Content, lbs/sq-yd, $T_w = C_w + E_w$

3.3.3 EMBEDMENT DEPTH MEASUREMENT DURING CONSTRUCTION

The embedment depth of the chips in the emulsion shall be measured after rolling initial sweeping. This is done by spreading a volume of 50 cm³ of glass beads over the surface of the embedded chips and measuring the diameter. During the chip seal design, the relationship between glass bead diameter and aggregate embedment is determined. During construction the glass beads are spread on the pavement and the diameter measured. Embedment is then determined using the relationship between glass bead diameter and embedment from the design measurements. Embedment during construction shall be within 5 percent of that determined during design.

3.3.4 FIELD VISCOSITY

The viscosity of the emulsion from every distributor shall be measured using a Wagner flow cup. Flow times of 20 to 70 seconds at 85 to 150F for a 6 mm orifice or 10 to 60 seconds at 85 to 140F for a 7.5 mm orifice are acceptable.

PART 4 - MEASUREMENT AND PAYMENT

- 4.1 Chip seal application will be paid for by the square yard of street surface properly seal coated and accepted by the Engineer. The Contractor shall supply the Engineer with aggregate weight tickets and emulsion delivery tickets. Such tickets will serve as a check on the application rate. The bid item, a chip seal, shall include furnishing, storing, weighting, heating, hauling, distributing, rolling, sweeping and maintaining the bituminous and cover coat materials, including all labor, requirement, tools, materials and incidentals necessary to complete the work.
- 4.2 Fog seal will be included in the square yard price for chip seal, which price shall include all labor, materials, equipment, tools, equipment, hauling, distributing and incidentals necessary to complete the work.
- 4.3 Quality assurance testing and inspections will not be paid for separately but will be considered incidental to the bid items requiring this work.

REFERENCES

Shuler, S. 1998. Design and Construction of Chip Seals for High Traffic Volume. *Flexible Pavement Rehabilitation and Maintenance*. ASTM Special Technical Publication (STP) Number 1348. American Society for Testing and Materials.

Shuler, S., 1990, Chip Seals for High Traffic Pavements, *Transportation Research Record, Chip Seals, Friction Courses, and Asphalt Pavement Rutting 1990*, Transportation Research Board of the National Academies, Vol. 1259, Washington, D.C., pp 24-34.

REVISION TO SECTION 630 CONSTRUCTION ZONE TRAFFIC CONTROL

1.1 DESCRIPTION

During construction, the contractor shall provide for the safety of the workmen and for the safe and expeditious movement of traffic and pedestrians through the construction site by erecting and maintaining all necessary signs, barricades, or other traffic safety devices. He shall also provide and maintain in a safe condition temporary approaches or crossings at intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms unless this requirement is waived by the engineer.

Before commencing with construction, the contractor shall submit to the engineer:

1. A detailed traffic control plan for approval, including no parking requirements, and
2. An access maintenance plan

Details in the plans will include, but not be limited to: number and width of lanes, hours of work, placement of signs and barricades, signal control, temporary striping, maintenance of detours, dust abatement, speed limit and length of lane closure tapers.

The contractor shall be responsible for monitoring project activities to ensure appropriateness and adequacy of traffic control. In general, the traffic control/access maintenance plan(s) shall cover all phases of the work (i.e. patching, milling, crackseal, overlay, etc.). All of these items shall be in accordance with the "Manual of Uniform Traffic Control Devices" and any supplements thereto published by the U.S. Department of Transportation, Federal Highway Administration, latest date.

The access maintenance plan shall be developed by the contractor and coordinated with, and based on requirements of the affected property owners and tenants.

Prior to commencing any work that affects access to a commercial property, the access maintenance plan must be signed by the property owner and submitted to the engineer. The access maintenance plan shall include documentation of this coordination, including approval of access maintenance plan with a dated signature by each affected owner and tenant. Should the contractor be unable to obtain approval and signatures, documentation of the efforts made to obtain said approval and signatures must be submitted. The contractor shall maintain continuous access through the project for pedestrians, bicyclists, motorists, and disabled persons. All costs associated with maintenance of access shall not be paid separately, but shall be considered as incidental to the work.

The contractor shall implement and maintain the approved traffic control/access maintenance plan throughout construction. The contractor is solely responsible for claims, damages, losses, etc., arising or resulting from contractor's failure to adhere to and maintain the traffic control plan as approved. It is understood that the traffic control plan's primary purpose is to foster the safe travel of the public while construction is in progress. It is not intended to specifically address on-site construction traffic. The contractor is solely responsible for safety measures on the construction site.

Working hours for local and collector residential roadways are typically from 7:00 a.m. to 7:00 p.m. Monday through Friday. Lane closures are restricted to 8:30 a.m. to 3:30 p.m. on arterial and collector streets, except for such work as may be necessary for proper care, maintenance, and protection of Work already completed, or in cases where the Work would be endangered or if hazards to life or property would result. The contractor is **not** allowed to work on Saturdays, Sundays or Holidays unless specifically authorized in writing by the OWNER.

1.2 PAYMENT

Traffic control shall be paid on a lump sum basis, including all equipment, signs, labor, and materials.

CONSTRUCTION DRAWINGS

Exhibit 1: 2021 Chip Seal Plan

Exhibit 2: Surface Treatment Spreadsheet

Town of Foxfield Pavement Maintenance Program Forecast						L	W	Additional Area (SF)	Total Pavement Area (S.Y.)	Crack Patch 2021 (LF)	Small Patch 2021 (SY)	Proposed Chip Seal 2021 (3/8") (S.Y.)
District	Number of Lanes	Lane Miles	Street	From	To							
1	2	0.116	E Fremont Ave	S Buckley Rd	E end CDS	305	24	426	861	50.00		
1	2	0.074	S Pitkin St (South End of Site	E Hinsdale Ave	S end CDS	195	16	324	383			
1	2	0.475	S Buckley Rd	E Arapahoe Rd	E Costilla Ave	1255	25	-	3,486	50.00		
1	2	0.509	S Buckley Rd	E Costilla Ave	E Easter Ave	1345	25	-	3,736	25.00		
1	2	0.511	S Buckley Rd	E Easter Ave	E Hinsdale Way	1350	25	-	3,750	75.00		
1	2	0.364	E Davies Ave (East End of Site	S Waco St	S Yampa C	960	25	391	2,710	66.00		
1	2	0.362	S Yampa Ci	E Davies Ave	E Easter Ave	955	25	750	2,736	21.00		
1	2	0.227	Norfolk Ct	N end CDS	E Costilla Ave	600	24	4,657	2,117	123.00		
1	2	0.701	S Richfield St	E Arapahoe Ave	E Davies Ave	1850	25	-	5,139	50.00		
1	2	0.309	S Richfield St	E Davies Ave	E Easter Ave	815	25	-	2,264			
1	2	0.877	S Richfield St	E Easter Ave	E Hinsdale Pl	2315	25	-	6,431	50.00		6,431
1	2	0.134	S Richfield St	E Hinsdale Ave	City Limits	355	25	160	1,004	25.00		1,004
1	2	0.108	S Salida St Cul-de-sac	S Salida St	E end CDS	285	24	3,958	1,200			
1	2	0.108	E Fremont Ave Cul-de-sac	S Buckley Rd	E End CDS	285	25	5,070	1,355			1,355
1	2	0.150	S Quintero Cir	N end CDS	E Hinsdale Ave	395	24	4,778	1,584	21.00		1,054
1	2	0.765	S Waco St	E Arapahoe Rd	E Easter Ave	2020	25	19,445	7,772	75.00		
1	2	0.170	S Norfolk St	N end CDS	E Costilla Ave	450	24	2,376	1,464	72.00		
1	2	0.886	S Norfolk St	E Costilla Ave	E Easter Ave	2340	24	-	6,240	48.00		
1	2	0.473	S Pitkin St (North End of Site)	E Arapahoe Rd	E Costilla Ave	1250	24	-	3,333			
1	2	0.121	E Costilla Ave	W end CDS	S Norfolk St	320	24	300	887	26.00		
1	2	0.489	E Costilla Ave	S Norfolk St	S Buckley Rd	1290	25	-	3,583	100.00		
1	2	0.258	E Costilla Ave	S Buckley Rd	S Pitkin St	680	24	132	1,628			
2	2	0.285	S Hinsdale Ave	S Buckley Rd	S Pitkin St	1502	24		4,005			3,955
1	2	0.928	E Hinsdale Ave	S Pitkin St	S Richfield St	975	24	792	2,688			
1	2	1.110	E Hinsdale Ave	S Richfield St	S Yampa St	2930	25	192	8,160	25.00		8,160
1	2	0.267	E Hinsdale Ave	S Yampa St	City Limits	705	26	245	2,064			2,064
1	2	0.502	S Salida St	N end CDS	E Davies Ave	1325	24	4,072	3,986	48.00		
1	2	0.492	E Davies Ave	S Norfolk St	S Buckley Rd	1300	25	864	3,707	75.00		
1	2	0.566	E Davies Ave	S Buckley Rd	S Richfield St	1495	25	988	4,263	48.00		
1	2	0.966	E Davies Ave	S Richfield St	S end CDS	2550	25	4,657	7,601	88.00		
1	2	0.489	E Easter Ave	S Norfolk St	S Buckley Rd	1290	25	-	3,583	25.00		
1	2	0.627	E Easter Ave	S Buckley Rd	S Richfield St	1655	25	-	4,597	25.00		4,597
1	2	0.879	E Easter Ave	S Richfield St	S Waco St	2320	24	-	6,187	25.00		6,187
1	2	0.498	E Easter Ave	S Waco St	City Limits	1315	24	160	3,524			3,524
1	2	0.686	E Easter Way	E Easter Ave	S Buckley Rd	1810	24	756	4,911	48.00	50.00	814
1	2	0.076	E Easter Ct	E Easter Way	E end CDS	200	24	3,978	975	8.00		534
1	2	0.233	E Hinsdale Pl	S Richfield St	E end CDS	615	24	4,634	2,155	24.00		1,640
1	2	0.242	S Telluride Ct	N end CDS	E Hinsdale Ave	640	24	4,951	2,257	48.00		2,257
1	2	0.125	E Glasgow P	S Yampa St	E end CDS	330	25	3,551	1,311	25.00		1,311
1	2	0.367	S Sedalia St	E Davies Ave	E Easter Ave	970	25	864	2,790	25.00		
1	2	0.722	S Sedalia St	E Easter Ave	S Richfield St	1905	25	864	5,388	50.00		5,388
1	2	0.468	S Uravan Ct	E Easter Ave	S end CDS	1235	25	4,517	3,932	100.00		3,431
1	2	0.367	S Telluride St	E Davies Ave	E Easter Ave	970	25	864	2,790	50.00		
1	2	0.619	S Quintero St	E Easter Ave	S Richfield St	1635	25	576	4,606	25.00		
1	2	1.019	S Yampa St	E Easter Ave	E Hinsdale Ave	2690	24	-	7,173	13.00		7,173
1	2	0.110	E Geddes Pl	W end CDS	S Yampa St	290	24	3,521	1,165	30.00		1,165
1	2	0.103	E Geddes Pl	S Yampa St	E end CDS	272	24	4,518	1,227	24.00		1,227
1	2	0.106	E Fremont Pl	W end CDS	S Yampa St	280	24	4,401	1,236			747
1	2	0.108	E Fremont Pl	S Yampa St	E end CDS	285	24	3,626	1,163	24.00		1,163
1	2	0.123	E Briarwood Pl	S Waco St	E end CDS	325	25	4,522	1,405	25.00		
1	2	0.108	E Easter Pl	W end CDS	S Uravan Ct	285	25	3,897	1,225	50.00		792
TOTALS									173,936.68	1,805.00	50.00	65,973.00

PROJECT NAME: 2021 Pavement Maintenance

LOCATION OF PROJECT: Town of Foxfield

Engineers Estimate of Probable Construction Cost	Alternative:	ENGINEER'S ESTIMATE
	Prepared By:	G. Macwilliam, E. Olsen
	Date Prepared:	4/9/2021

	Item	Unit	Quantity	Unit Cost	Extended Cost	Shaded Fields are for INPUT
Total						
	Crack Seal	Ton	0.75	\$4,235.00	\$3,176.25	
	Crack Patch (18" wide)	LF	1805	\$10.28	\$18,555.40	
	Small Patch	SY	50	\$68.64	\$3,432.00	
	Chip Seal 3/8" with fog coat	SY	65973	\$3.74	\$246,739.02	
	Traffic Control	LSUM	1	\$15,125.00	\$15,125.00	
	Mobilization	LSUM	1	\$13,420.00	\$13,420.00	

				\$300,447.67	
Contingency				5.0%	\$15,022.38
Total of Construction Bid Items					\$300,447.67
Total Project Cost					\$315,500.00

NOTES:



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: May 6, 2021

RE: 2020 Audited Financial Statements

DISCUSSION:

Attached for Board approval are the Town of Foxfield audited Basic Financial Statements dated December 31, 2020.

The Town's financial statements are in compliance with all generally accepted accounting principles and State Statutes.

RECOMMENDED MOTION:

"I move to approve the 2020 Audited Financial Statements as presented."

ATTACHMENT:

Exhibit A – Town of Foxfield Basic Financial Statements December 31, 2020

TOWN OF FOXFIELD, COLORADO

BASIC FINANCIAL STATEMENTS

December 31, 2020

TABLE OF CONTENTS

PAGE

INTRODUCTORY SECTION

Title Page

Table of Contents

FINANCIAL SECTION

Independent Auditors' Report

Management's Discussion and Analysis

i - v

Basic Financial Statements

Government - Wide Financial Statements

Statement of Net Position

1

Statement of Activities

2

Fund Financial Statements

Balance Sheet - Governmental Funds

3

Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds

4

Reconciliation of the Statement of Revenues, Expenditures and Changes
in Fund Balances of Governmental Funds to the Statement of Activities

5

Notes to Financial Statements

6 – 17

Required Supplementary Information

General Fund - Budgetary Comparison Schedule

18

STATE COMPLIANCE

Local Highway Finance Report

19 - 20

FINANCIAL SECTION



JOHN CUTLER & ASSOCIATES

Honorable Mayor and Members of the Board of Trustees
Town of Foxfield
Foxfield, Colorado

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of the Town of Foxfield, Colorado, as of and for the year ended December 31, 2020, and the related notes to the financial statements, which collectively comprise the basic financial statements of the Town, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expression an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluation the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Town of Foxfield, Colorado, as of December 31, 2020, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on page 18 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Foxfield, Colorado's basic financial statements. The Local Highway Finance Report listed in the table of contents is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Local Highway Finance Report is fairly stated in all material respects in relation to the financial statements as a whole.

John Cutler & Associates, LLC

April 27, 2021

TOWN OF FOXFIELD, COLORADO

Management's Discussion and Analysis

As management of the Town of Foxfield, we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended December 31, 2020.

Financial Highlights

- The assets of the Town exceeded its liabilities at the close of the most recent fiscal year by \$2,228,473.
- At the close of the current fiscal year, the Town's governmental funds reported combined ending fund balances of \$1,257,016.
- At the end of the current fiscal year, unreserved, undesignated fund balance for the general fund was \$834,906.
- The Town committed funds of \$207,357 for future road maintenance.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all the Town's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The *statement of activities* presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

Both government-wide financial statements distinguish functions of the Town that are principally supported by taxes. The governmental activities of the Town include general government, public safety, public works, and parks, recreation and open space, and capital outlay.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into two categories: governmental funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The Town maintains four individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund and the General Obligation Bond Debt Service fund, both of which are considered to be major funds. Data from the other governmental funds are combined with the activities of the General Fund for financial statement presentation.

The Town adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the basic financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information and certain additional supplemental information*.

Government-Wide Financial Analysis

TOWN OF FOXFIELD NET POSTION

	Governmental Activities	
	2020	2019
Current and other assets	1,433,102	1,235,491
Capital assets	971,457	1,121,735
Total Assets	2,404,559	2,357,226
Deferred Outflow of Resources	0	0
Total Assets and Deferred Outflows	2,404,559	2,357,226
Current liabilities	62,805	24,042
Long term liabilities	0	0
Total Liabilities	62,805	24,042
Deferred Inflow of Resources	113,281	112,603
Total Liabilities and Deferred Inflows	176,086	136,645
Invested in capital assets	971,457	1,121,735
Restricted	214,753	18,500
Unrestricted	1,042,263	1,080,346
Total net position	2,228,473	2,220,581

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets exceeded liabilities by \$2,228,473 at the close of the most recent fiscal year.

The largest portion of the Town's total assets (44%) reflects its investment in capital assets (e.g., roads, open space). The remaining balance of *unrestricted net position* (\$1,042,263) may be used to meet the Town's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the Town is able to report positive balances in all net positions.

STATEMENT OF ACTIVITIES
Year Ended December 31, 2020

	Governmental Activities	
	2020	2019
Revenues:		
Taxes	612,661	500,242
Franchise Fees	28,582	30,762
Operating Grants & Contributions	0	0
Capital Grants & Contributions	0	0
Charges for Services	127,768	151,033
Investment Income	8,026	21,806
Other	2,556	1,865
Total Revenues	779,593	705,708
Expenses:		
General Government	505,256	413,661
Public Safety	114,960	106,579
Public Works	144,913	146,410
Parks and Recreation	6,572	10,806
Interest on long-term debt	0	0
Total Expenses	771,701	677,456
Increase in net position	7,892	28,252
Net position - beginning	2,220,581	2,192,329
Net position - ending	2,228,473	2,220,581

The Town's net position increased by \$7,892 during the current fiscal year.

Governmental activities.

Apart from property tax collected to provide law enforcement, the Town's major sources of revenue are sales tax, use tax, ownership tax, franchise taxes and traffic fines.

Financial Analysis of the Government's Funds

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the Town's *governmental funds* is to provide information on near-term inflows, outflows and balances of *spendable* resources. Such information is useful in assessing the Town's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Town's governmental funds reported combined ending fund balances of \$1,257,016 an increase of \$158,170 in comparison with the prior year.

The general fund is the chief operating fund of the Town. At the end of fiscal year 2020 unassigned fund balance of the general fund was \$834,906.

General Fund Budgetary Highlights

The Town's revenues were \$164,288 more than budgeted primarily due to increased sales tax and permits.

Total expenditures were \$165,328 less than budgeted, primarily due to savings in general government and the gate project being continued into 2021.

Capital Asset and Debt Administration

Capital assets. The Town's main capital asset is the infrastructure for paving the streets which was completed in 2003. In 2014, one year ahead of schedule, the Town completed resurfacing all Town roads. In 2020 the depreciation on the infrastructure was \$150,278. More information can be found in Note 4.

Long-term debt. The Town does not currently have any long-term debt.

Request for information

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to kproctor@townoffoxfield.com.

BASIC FINANCIAL STATEMENTS

TOWN OF FOXFIELD, COLORADO

STATEMENT OF NET POSITION
As of December 31, 2020

	GOVERNMENTAL ACTIVITIES	
	2020	2019
ASSETS		
Cash and Investments	\$ 1,083,848	\$ 908,432
Receivables		
Taxes	113,281	112,603
Accounts	42,220	34,270
Restricted Cash and Investments	193,753	180,186
Capital Assets, Not Depreciated	489,062	489,062
Capital Assets, Depreciated		
Net of Accumulated Depreciation	482,395	632,673
TOTAL ASSETS	2,404,559	2,357,226
LIABILITIES		
Accounts Payable	49,536	11,806
Other Liabilities	13,269	12,236
TOTAL LIABILITIES	62,805	24,042
DEFERRED INFLOW OF RESOURCES		
Deferred Property Taxes	113,281	112,603
TOTAL LIABILITIES AND DEFERRED INFLOWS	176,086	136,645
NET POSITION		
Net Investment in Capital Assets	971,457	1,121,735
Restricted for Emergencies	21,000	18,500
Unrestricted	1,236,016	1,080,346
NET POSITION	\$ 2,228,473	\$ 2,220,581

The accompanying notes are an integral part of the financial statements.

TOWN OF FOXFIELD, COLORADO

STATEMENT OF ACTIVITIES
Year Ended December 31, 2020

					Net Revenues (Expenses) and Change in Net Position	
FUNCTIONS/PROGRAMS	Expenses	Program Revenues			Governmental Activities	
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	2020	2019
PRIMARY GOVERNMENT						
Governmental Activities						
General Government	\$ 505,256	\$ 125,678	\$ -		\$ (379,578)	\$ (268,938)
Public Safety	114,960	2,090	-	-	(112,870)	(100,269)
Public Works	144,913	-	-	-	(144,913)	(146,410)
Parks and Recreation	6,572	-	-	-	(6,572)	(10,806)
Total Governmental Activities	<u>\$ 771,701</u>	<u>\$ 127,768</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(643,933)</u>	<u>(526,423)</u>
GENERAL REVENUES						
					612,661	500,242
					28,582	30,762
					8,026	21,806
					2,556	1,865
TOTAL GENERAL REVENUES					<u>651,825</u>	<u>554,675</u>
CHANGE IN NET POSITION					7,892	28,252
NET POSITION, Beginning					<u>2,220,581</u>	<u>2,192,329</u>
NET POSITION, Ending					\$ 2,228,473	\$ 2,220,581

The accompanying notes are an integral part of the financial statements.

TOWN OF FOXFIELD, COLORADO

BALANCE SHEET
GOVERNMENTAL FUNDS
As of December 31, 2020

	TOTAL GOVERNMENTAL FUNDS	
	2020	2019
ASSETS		
Cash and Investments	\$ 1,083,848	\$ 908,432
Property Taxes Receivable	113,281	112,603
Accounts Receivable	42,220	34,270
Restricted Cash and Investments	193,753	180,186
TOTAL ASSETS	<u>\$ 1,433,102</u>	<u>\$ 1,235,491</u>
LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY		
Accounts Payable	\$ 49,536	\$ 11,806
Other Liabilities	13,269	12,236
TOTAL LIABILITIES	<u>62,805</u>	<u>24,042</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred Property Tax Revenue	<u>113,281</u>	<u>112,603</u>
FUND EQUITY		
Restricted for Emergencies	21,000	18,500
Restricted for Recreation and Open Space	193,753	180,186
Committed for Road Maintenance	207,357	-
Unassigned	<u>834,906</u>	<u>900,160</u>
TOTAL FUND EQUITY	<u>1,257,016</u>	<u>1,098,846</u>
TOTAL LIABILITIES, DEFERRED INFLOWS, AND FUND EQUITY		
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the funds.	<u>971,457</u>	<u>1,121,735</u>
Net position of governmental activities	<u>\$ 2,228,473</u>	<u>\$ 2,220,581</u>

The accompanying notes are an integral part of the financial statements.

TOWN OF FOXFIELD, COLORADO

STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
Year Ended December 31, 2020

	TOTAL GOVERNMENTAL FUNDS	
	2020	2019
REVENUES		
Taxes	\$ 612,661	\$ 495,992
Franchise Fees	28,582	30,762
Licenses and Permits	44,862	54,203
Intergovernmental	80,626	89,836
Charges for Services	190	684
Fines	2,090	6,310
Interest	8,026	21,806
Grants	-	4,250
Miscellaneous	2,556	1,865
TOTAL REVENUES	779,593	705,708
EXPENDITURES		
General Government	190,299	197,764
Public Safety	114,960	106,579
Public Works	144,913	146,410
Parks and Recreation	6,572	10,806
Capital Outlay	164,679	32,634
TOTAL EXPENDITURES	621,423	494,193
NET CHANGE IN FUND BALANCES	158,170	211,515
FUND BALANCES, Beginning	1,098,846	887,331
FUND BALANCES, Ending	\$ 1,257,016	\$ 1,098,846

The accompanying notes are an integral part of the financial statements.

TOWN OF FOXFIELD, COLORADO

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF POSITION
Year Ended December 31, 2020

Amounts Reported for Governmental Activities in the Statement of Position
are Different Because:

Net Changes in Fund Balances - Total Governmental Funds	\$ 158,170
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Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount of depreciation expense for the year.	<u>(150,278)</u>
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Change in Net Position of Governmental Activities	<u><u>\$ 7,892</u></u>
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The accompanying notes are an integral part of the financial statements.

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2020

NOTE 1: **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The Town of Foxfield (Town) is a Colorado statutory town (a municipal corporation), incorporated in 1994 and is governed by a Mayor and six-member Board of Trustees elected by the residents. The Town provides public safety, public improvements, planning and zoning, municipal court and general administrative services to its residents.

The accounting policies of the Town of Foxfield, Colorado conform to generally accepted accounting principles as applicable to governments. Following is a summary of the more significant policies.

Reporting Entity

In accordance with governmental accounting standards, the Town of Foxfield has considered the possibility of inclusion of additional entities in its basic financial statements.

The definition of the reporting entity is based primarily on financial accountability. The Town is financially accountable for organizations that make up its legal entity. It is also financially accountable for legally separate organizations if Town officials appoint a voting majority of the organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the Town. The Town may also be financially accountable for governmental organizations that are fiscally dependent upon it.

Based on the application of these criteria, the Town does not include additional organizations in its reporting entity.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the Town. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segments are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment.

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2020

NOTE 1: **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

Government-Wide and Fund Financial Statements (Continued)

Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current *financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Property taxes, specific ownership taxes, grants, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2020

NOTE 1: **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation
(Continued)

When both restricted and unrestricted resources are available for use, it is the Town's practice to use restricted resources first, then unrestricted resources as they are needed.

In the fund financial statements, the Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.

Assets, Liabilities and Fund Balance/Net Position

Cash and Investments

Cash equivalents include investments with original maturities of three months or less. Investments are recorded at fair value.

Capital Assets

Capital assets, which include property and equipment, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the Town as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Property and equipment of the Town is depreciated using the straight-line method over the following estimated useful lives:

Infrastructure	5 - 20 years
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TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Fund Balance/Net Position (Continued)

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Net Position

The government-wide financial statements utilize a net position presentation. Net position is categorized as investment in capital assets, restricted, and unrestricted.

Net Investment in Capital Assets includes the Town's capital assets (net of accumulated depreciation) reduced by the outstanding balances of bonds that are attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Position includes assets that have third-party (statutory, bond covenant, or granting agency) limitations on their use. The Town typically uses restricted assets first, as appropriate opportunities arise, but reserves the right to selectively defer the use until a future project.

Unrestricted Net Position typically includes unrestricted liquid assets. The Town Board of Trustees has the authority to revisit or alter this designation.

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2020

NOTE 1: **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES** (Continued)

Assets, Liabilities and Fund Balance/Net Position (Continued)

Fund Balance Classification

The governmental fund financial statements present fund balances based on classifications that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental funds can be spent. The classifications used in the governmental fund financial statements are as follows:

- Nonspendable – This classification includes amounts that cannot be spent because they are either not spendable in form or are legally or contractually required to be maintained intact. The Town does not report any balances in this category at December 31, 2020.
- Restricted – This classification includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation. The Town has classified Emergency Reserves as being restricted because their use is restricted by State Statute for declared emergencies. In addition, the Town has classified amounts collected for recreation and open space as restricted.
- Committed – This classification includes amounts that can be used only for specific purposes pursuant to constraints imposed by formal action of the Town's Board of Trustees. These amounts cannot be used for any other purpose unless the Board of Trustees removes or changes the specified use by taking the same type of action (ordinance or resolution) that was employed when the funds were initially committed. This classification also includes contractual obligations to the extent that existing resources have been specifically committed for use in satisfying those contractual requirements. The Town committed resources for road maintenance as of December 31, 2020.
- Unassigned – This classification includes the residual fund balance for the General Fund. The Unassigned classification also includes negative residual fund balance of any other governmental fund that cannot be eliminated by offsetting of Assigned fund balance amounts.

The Town would typically use restricted fund balances first, followed by committed resources, and then assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend unassigned fund balances.

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2020

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheets will sometimes report a separate section for deferred outflows or resources. This separate financial statement element, *deferred outflow of resources*, represents a consumption of net position and fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position and balance sheets will sometimes report a separate section for deferred inflows or resources. This separate financial statement element, *deferred inflow of resources*, represents an acquisition of net position and fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

Property Taxes

Property taxes are levied after December 10 and attach as an enforceable lien on property on January 1. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's office collects property taxes and remits to the Town on a monthly basis.

Since property tax revenues are collected in arrears during the succeeding year, a receivable and corresponding deferred revenue are recorded at December 31. As the tax is collected in the succeeding year, the deferred revenue is recognized as revenue and the receivable is reduced.

Comparative Data

Comparative total data for the prior year has been presented in the accompanying financial statements in order to provide an understanding of changes in the Town's financial position and operations. However, complete comparative data in accordance with generally accepted accounting principles has not been presented since its inclusion would make the financial statements unduly complex and difficult to read.

Data in these columns do not present financial position or results of operations in conformity with generally accepted accounting principles. Neither is such data comparable to a consolidation. Interfund eliminations have not been made in the aggregation of this data.

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS
December 31, 2020

NOTE 2: STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgets and Budgetary Accounting

The Town follows these procedures in establishing the budgetary data reflected in the financial statements:

- In October, the Town staff submits to the Town Board of Trustees a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to December 31, the budget is legally enacted through passage of a resolution.
- The Town Administration is authorized to transfer budgeted amounts between departments within any fund. However, any revisions that alter the total expenditures of any fund must be approved by the Town Board of Trustees.
- Budgets are legally adopted for all funds of the Town. Budgets for the General Debt Service, and Agency Funds are adopted on a basis consistent with generally accepted accounting principles (GAAP).
- Budgeted amounts in the financial statements are as originally adopted or as amended by the Town Board of Trustees. All appropriations lapse at year end. Colorado governments may not exceed budgeted appropriations at the fund level.

NOTE 3: DEPOSITS AND INVESTMENTS

A summary of deposits and investments as of December 31, 2020 follows:

Investments	\$	<u>\$ 1,277,601</u>
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Cash and investments are reported in the financial statements as follows:

Governmental Activities - Unrestricted	\$	1,083,848
Governmental Activities - Restricted		<u>193,753</u>
Total	\$	<u>1,277,601</u>

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2020

NOTE 3: DEPOSITS AND INVESTMENTS (Continued)

Deposits

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulations. At December 31, 2020, State regulatory commissioners have indicated that all financial institutions holding deposits for the Town are eligible public depositories.

Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all the uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits.

The Town's deposits are not exposed to custodial credit risk as all deposits are insured by the FDIC or collateralized in accordance with PDPA. At December 31, 2020, the Town did not have any deposits with financial institutions.

Investments

Interest Rate Risk

There are many factors that can affect the value of investments, some of which are custodial credit risk, credit risk and interest rate risk. The Town is required to comply with State statutes, which specify investment instruments meeting defined rating, maturity, and concentration risk criteria in which local governments may invest. State statutes do not address custodial risk. The Town has not adopted an investment policy to address any of the risks mentioned above.

Credit Risk

Colorado statutes specify in which instruments the units of local government may invest which includes:

- Obligations of the United States and certain U.S. government agency securities
- General obligation and revenue bonds of U.S. local government entities
- Local government investment pools
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2020

NOTE 3: DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

The above investments are authorized for all funds and fund types used by Colorado municipalities.

The Town had invested \$1,277,601 in the Colorado Government Liquid Asset Trust (ColoTrust) which has a credit rating of AAAM by Standard and Poor's. ColoTrust is an investment vehicle established for local government entities in Colorado to pool surplus funds and is regulated by the State Securities Commissioner. It operates similarly to a money market fund and each share is equal in value to \$1.00. Investments consist of U.S. Treasury and U.S. Agency securities, and repurchase agreements collateralized by U.S. Treasury and U.S. Agency securities. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. Substantially all securities owned are held by the Federal Reserve Bank in the account maintained for the custodial bank. The custodian's internal records identify the investments owned by the entities.

ColoTrust is not a 2a7-like external investment pool. The unit of account is each share held, and the value of the position would be the fair value of the pool's share price multiplied by the number of shares held. The government-investor does not "look through" the pool to report a pro rata share of the pool's investments, receivables, and payables.

Restricted Cash and Investments

At December 31, 2020, the Town's General Fund holds restricted cash and investments of \$193,753. Of this amount, \$29,986 is restricted for the Conservation Trust expenditures, and \$163,767 is restricted for Open Space expenditures.

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS
December 31, 2020

NOTE 4: CAPITAL ASSETS

Capital assets activity for the year ended December 31, 2020 is summarized below:

	Balances <u>12/31/19</u>	<u>Additions</u>	<u>Deletions</u>	Balances <u>12/31/20</u>
Governmental Activities				
Capital Assets, not depreciated				
Land	\$ 489,062	\$ -	\$ -	\$ 489,062
Capital Assets, depreciated				
Infrastructure	3,571,462	-	-	3,571,462
Less Accumulated Depreciation				
Infrastructure	2,938,789	150,278	-	3,088,767
Total Capital Assets, depreciated, Net	632,673	(150,278)	-	482,695
Governmental Activities, Capital Assets, Net	\$ 1,121,735	\$ (150,278)	\$ -	\$ 971,757

Depreciation expense was charged to the public works program.

NOTE 5: PUBLIC ENTITY RISK POOL

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. For these risks of loss, the Town is involved with the Colorado Intergovernmental Risk Sharing Agency (CIRSA), a separate and independent governmental and legal entity formed by intergovernmental agreement by member municipalities as allowed by State statute.

The purposes of CIRSA are to provide members defined liability, property, and workers compensation coverages, and to assist members in preventing and reducing losses and injuries to municipal property and to persons or property which might result in claims being made against members of CIRSA, their employees and officers.

It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with the bylaws, any member of CIRSA against stated liability of loss, to the limit of the financial resources of CIRSA. It is also the intent of the members to have CIRSA provide continuing stability and availability of needed coverages at reasonable costs. All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members. CIRSA is a separate legal entity, and the Town does not approve budgets, nor does it have the ability to significantly affect the operations of CIRSA.

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS
December 31, 2020

NOTE 5: PUBLIC ENTITY RISK POOL (Continued)

There were no significant reductions in insurance coverage from the 2017 program to the 2020 program. No settlements exceeded insurance coverage for covered claims the past three fiscal years. The CIRSA financial statements can be obtained by requesting them from the following address: 3665 Cherry Creek North Drive Denver, Colorado 80209.

NOTE 6: COMMITMENTS AND CONTINGENCIES

Intergovernmental Agreements

Arapahoe County Law Enforcement

The Town has an intergovernmental agreement with Arapahoe County to provide law enforcement services. For the year ended December 31, 2020, the Town paid \$114,765 for these services.

Tabor Amendment

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local government. On November 5, 1996, voters within the Town approved the collection, retention and expenditure of the full revenues generated by the Town in 1996 and subsequent years for street improvement projects, capital projects, basic municipal services and/or lawful municipal purposes, notwithstanding the provisions of the Amendment.

The Town has established an emergency reserve, representing 3% of qualifying expenditures, as required by the Amendment. At December 31, 2020, the emergency reserve of \$21,000 was recorded in the General Fund.

NOTE 7: CONSERVATION TRUST FUND

The Town annually receives funds through the State of Colorado that are restricted for use pursuant to Colorado Revised Statutes Article 21 of Title 29. Funds are to be utilized primarily for parks and recreation purposes. The following is a summary of the Town's Conservation Trust activity for the year ended December 31, 2020:

Balance 12/31/19	\$	28,259
Receipts		8,024
Interest Earned		274
Expenditures		<u>(6,572)</u>
Balance 12/31/20	\$	<u><u>29,985</u></u>

TOWN OF FOXFIELD, COLORADO

NOTES TO FINANCIAL STATEMENTS

December 31, 2020

NOTE 8: SUBSEQUENT EVENTS

Subsequent Events have been evaluated through April 27, 2021, which is the date the financial statements were available to be issued.

COVID-19

As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen which may negatively affect the financial position, results of operations and cash flows of the Town. The duration of those uncertainties and the ultimate financial effects cannot be reasonably estimated at this time.

REQUIRED SUPPLEMENTARY INFORMATION

TOWN OF FOXFIELD, COLORADO

GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
Year Ended December 31, 2020

	2020		VARIANCE Positive (Negative)	2019 ACTUAL
	ORIGINAL AND FINAL BUDGET	ACTUAL		
REVENUES				
Taxes	\$ 484,699	\$ 612,661	\$ 127,962	\$ 495,992
Franchise Fees	29,003	28,582	(421)	30,762
Licenses and Permits	29,135	44,862	15,727	54,203
Intergovernmental	51,329	80,626	29,297	89,836
Charges for Services	1,000	190	(810)	684
Fines	10,000	2,090	(7,910)	6,310
Interest	-	8,026	8,026	21,806
Grants	-	-	-	4,250
Miscellaneous	10,139	2,556	(7,583)	1,865
TOTAL REVENUES	615,305	779,593	164,288	705,708
EXPENDITURES				
Current				
General Government	228,548	190,299	38,249	197,764
Public Safety	122,928	114,960	7,968	106,579
Public Works	120,275	144,913	(24,638)	146,410
Parks and Recreation	-	6,572	(6,572)	10,806
Capital Outlay	315,000	164,679	150,321	32,634
TOTAL EXPENDITURES	786,751	621,423	165,328	494,193
NET CHANGE IN FUND BALANCE	(171,446)	158,170	329,616	211,515
FUND BALANCE, Beginning	1,054,313	1,098,846	44,533	887,331
FUND BALANCE, Ending	<u>\$ 882,867</u>	<u>\$ 1,257,016</u>	<u>\$ 374,149</u>	<u>\$ 1,098,846</u>

See the accompanying independent auditors' report.

STATE COMPLIANCE

The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT		City or County: Town of Foxfield	
		YEAR ENDING : December 2020	
This Information From The Records Of (example - City of _ or County of _)		Prepared By: Phone:	Karen Proctor 303-905-9339

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE				
ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES		III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES	
ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway disbursements:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	39,726
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	179,133
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	687
2. General fund appropriations	183,294	b. Snow and ice removal	18,328
3. Other local imposts (from page 2)	13,865	c. Other	1,311
4. Miscellaneous local receipts (from page 2)	2,090	d. Total (a. through c.)	20,325
5. Transfers from toll facilities		4. General administration & miscellaneous	
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	
a. Bonds - Original Issues		6. Total (1 through 5)	239,184
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	0	a. Interest	
7. Total (1 through 6)	199,249	b. Redemption	
B. Private Contributions		c. Total (a. + b.)	0
C. Receipts from State government (from page 2)	39,935	2. Notes:	
D. Receipts from Federal Government (from page 2)	0	a. Interest	
E. Total receipts (A.7 + B + C + D)	239,184	b. Redemption	
		c. Total (a. + b.)	0
		3. Total (1.c + 2.c)	0
		C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total disbursements (A.6 + B.3 + C + D)	239,184

IV. LOCAL HIGHWAY DEBT STATUS (Show all entries at par)				
	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				0
1. Bonds (Refunding Portion)				
B. Notes (Total)				0

V. LOCAL ROAD AND STREET FUND BALANCE				
	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance
		239,184	239,184	
				0

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT		STATE: Colorado	
		YEAR ENDING (mm/yy): December 2020	

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL			
ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments	450	a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	2,090
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	13,415	g. Other Misc. Receipts	
6. Total (1. through 5.)	13,415	h. Other	
c. Total (a. + b.)	13,865	i. Total (a. through h.)	2,090
(Carry forward to page 1)		(Carry forward to page 1)	

ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes	36,143	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	3,792	d. Federal Transit Admin	
d. Other (Specify) - DOLA Grant		e. U.S. Corps of Engineers	
e. Other (Specify)		f. Other Federal	
f. Total (a. through e.)	3,792	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	39,935	3. Total (1. + 2.g)	
		(Carry forward to page 1)	

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL			
	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
A.1. Capital outlay:			
a. Right-Of-Way Costs			0
b. Engineering Costs			0
c. Construction:			
(1). New Facilities		39,726	39,726
(2). Capacity Improvements			0
(3). System Preservation			0
(4). System Enhancement & Operation			0
(5). Total Construction (1) + (2) + (3) + (4)	0	39,726	39,726
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	0	39,726	39,726
(Carry forward to page 1)			

Notes and Comments:



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: May 6, 2021

RE: Ordinance 2021-04 Amending Chapter 16 of the Foxfield Municipal Code
Concerning Home Occupations

DISCUSSION:

Ordinance 2021-04 amends Chapter 16 of the Foxfield Municipal Code concerning home occupations to allow a home occupation in an accessory building, in addition to allowing up to two (2) employees. Sec. 16-3-30 Off Street Parking Standards was added to the Ordinance as it addresses parking of vehicles related to Home Occupations. The last sentence of the section has been removed to be consistent with the changes made to the Outdoor Storage code regarding vehicles and is indicated with redlines.

The Board requested that this Ordinance be brought back for additional public input before the continuation of the public hearing to be held on May 20, 2021.

For information purposes, provided below are some guidelines from surrounding cities regarding home occupations as they relate to accessory buildings and employees.

City of Centennial:

Operations must be conducted entirely within the main residence.
There may be up to one employee who does not live at the residence.

City of Lone Tree:

A home occupation shall be allowed as a permitted use, in residential or agricultural districts, provided that:

- (1) Such use shall be conducted only within the principal dwelling. No detached accessory structures shall be allowed.
- (2) Such use shall be conducted only by the occupants thereof plus not more than one (1) nonresident employee.

City of Golden:

It shall be unlawful to operate a home occupation in violation of any of the following restrictions:

(3) The home occupation shall be conducted by the person or persons resident in the dwelling unit, may include no more than one nonresident employee, and shall not attract additional employees directly to the dwelling unit containing the home occupation.

(5) The home occupation shall be conducted wholly within an enclosed building.

City of Cherry Hills Village:

Standards. A home occupation may be operated only if it complies with all of the following conditions:

(1) The home occupation is operated in its entirety within an enclosed building on a lot that is used for a single-family dwelling unit, and only by the residents of the dwelling unit.

(9) The home occupation does not have any employees or regular assistants who work on the subject property and who do not reside on the subject property.

City of Littleton:

A "home occupation" is any business or service of limited scope, conducted entirely within a dwelling and carried out solely by its residents.

City of Aurora:

Home occupation means any use that meets the following requirements:

1. The residents of the dwelling unit shall be the only people engaged in the activity;
2. The activity is carried on only in the principal building and is incidental and secondary to the primary purpose served by the dwelling;

Arapahoe County:

The home occupation must be conducted entirely within the principal dwelling structure. Not more than twenty percent (20%) of the garage area shall be used for storage of permitted materials and goods associated with the home occupation. The home occupation shall be conducted only by the residents of the principal dwelling.

ATTACHMENT:

Exhibit A: Ordinance 2021-04 Amending Chapter 16 of the Foxfield Municipal Code Concerning Home Occupations

Trustee Bill No. 04
Series of 2021
Town of Foxfield

Introduced by

**A BILL FOR AN ORDINANCE AMENDING CHAPTER 16 OF THE FOXFIELD
MUNICIPAL CODE CONCERNING OFF STREET PARKING STANDARDS AND
HOME OCCUPATIONS**

WHEREAS, the Board of Trustees desires to amend certain provisions of Chapter 16 of the Town of Foxfield Municipal Code concerning off street parking standards and home occupations;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF FOXFIELD, COLORADO:

Section 1. Section. 16-3-30 (4) of the Foxfield Municipal Code is hereby amended to read as follows:

Sec. 16-3-30. Off Street Parking Standards.

(4) Parking or storing of commercial or industrial vehicles. All commercial or industrial vehicles must be parked in a fully enclosed facility after business hours.

Section 2. Section. 16-4-10 (3) of the Foxfield Municipal Code is hereby amended to read as follows:

Sec. 16-4-10. Home occupations.

(3) The home occupation business shall be conducted by the persons residing in the home and up to two (2) additional employees.

Section 3. The definition of “Home occupation” in Section 16-6-10 of the Foxfield Municipal Code is hereby amended to read as follows:

Home occupation. Any occupation or activity which is clearly incidental to and conducted wholly within a dwelling unit or in an accessory building on the premises by residents of the dwelling unit as more particularly described in Section 16-4-10 of the Foxfield Municipal Code.

Section 4. The Town Board of Trustees hereby finds, determines, and declares that this ordinance is promulgated under the general police powers of the Town of Foxfield, that it is promulgated for the health, safety, and welfare of the public, and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Deleted: *Parking or storing of commercial vehicles in residential zone districts is prohibited, except that one (1) vehicle used in the operation of a business by an owner and/or occupant of the property is permitted in accordance with Article 4 of this Chapter regarding home occupations.*

Section 5. If any clause, sentence, paragraph, or part of this ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 6. This ordinance shall become effective thirty (30) days after final publication.

Adopted as Ordinance No. 04 Series of 2021, by the Board of Trustees of Foxfield, Colorado, and signed and approved by its Mayor or presiding officers this ____ day of _____, 2021.

Lisa Jones, Mayor

ATTEST:

Miranda Gallivan, Town Clerk

Town Seal

Corey Y. Hoffmann, Town Attorney
(Approved as to Form)