

TOWN OF OPHIR



Box 683 • Ophir, CO 81426

TOWN OF OPHIR, COLORADO

ORDINANCE NO. 2020-4

AN ORDINANCE TO APPROVE AN AGREEMENT WITH GROUND POUNDERS, LLC FOR STREET AND TOWN-OWNED UTILITY INFRASTRUCTURE MAINTENANCE AND IMPROVEMENTS

WHEREAS, Town of Ophir has need for contracted street and town-owned utility infrastructure maintenance and improvements; and

WHEREAS, Town of Ophir shall utilize annually budgeted funds for street and utility maintenance and improvements, which for 2021 consist of the following:

- \$22,000 Road Maintenance
- \$13,500 Snow Removal
- \$15,000 Utility Infrastructure Repair & Maintenance
- \$10,000 Equipment Maintenance
- Allocated fund infrastructure improvements
- Funds shall also be subject to unpredictable weather and unexpected utility repairs; and

WHEREAS, Town of Ophir has solicited and received pricing options from a qualified contractor; and

WHEREAS, Ground Pounders, LLC provided the most qualified options compatible with Town of Ophir budget.

NOW, THEREFORE, BE IT ORDAINED BY THE GENERAL ASSEMBLY OF THE TOWN OF OPHIR, COLORADO that:

SECTION 1. The Town Mayor and Town Clerk are hereby authorized and directed to execute a Street and Town-Owned Utility Infrastructure Maintenance and Improvements Contract with Ground Pounders, LLC (the "Contract"), in the form attached hereto. Mayor and Town Manager may approve additional non-substantive changes.

SECTION 2. CONTRACT RATES. The following shall be the contracted rates:

1. Utilizing Town Equipment
 - Equipment operator labor = \$50/hr.

2. Utilizing Ground Pounders Equipment
 - 772BH Grader = \$160/hr.
 - 200C Excavator = \$175/hr.
 - 120C Excavator = \$160/hr.
 - 310E Backhoe = \$120/hr.
 - 50G Mini X = \$120/hr.
 - Plow Truck = \$100/hr.
 - Mack Dump Truck = \$95/hr.
 - Water Truck = \$95/hr.
 - Drum Roller = \$95/hr.
 - Snow Blower Attachment = \$80/hr.
 - Dump Trailer = \$75/hr.
 - Trench Compactor = \$60/hr.
3. Manual Labor
 - Supervisor = \$60/hr.
 - Laborer = \$50/hr.

Approval of the Town Manager prior to use of Contractor's equipment shall be required.

SECTION 3. The Contract may be annually renewed, and Contract Rates may be modified, upon motion and vote by the General Assembly, subject to annual appropriations.


SECTION 4. PUBLICATION. After final adoption, notice of passage shall be published in the manner prescribed by the Town Charter.

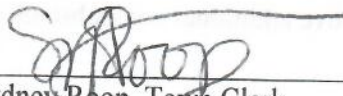
SECTION 5. SEVERABILITY. If any one or more sections or parts of this Ordinance is adjudged unenforceable or invalid by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions herein are severable.

SECTION 6. EFFECTIVE DATE: This Ordinance shall take effect upon publication of notice of passage.

Introduced, Read and Heard at Public Hearing on First Reading by the General Assembly of the Town of Ophir on the 17th day of November 2020.

Approved and Adopted on Second and Final Reading by the General Assembly of the Town of Ophir on the 15th day of December, 2020.

By: 
Corinne Platt, Mayor

Attest: 
Sydney Roop, Town Clerk

Approved as to Form: 
Stephen B. Johnson, Town Attorney

Attachment: Contract


**STREET AND TOWN OWNED UTILITY INFRASTRUCTURE
MAINTENANCE AND IMPROVEMENTS CONTRACT
TOWN OF OPHIR AND GROUND POUNDERS, LLC**

1. Agreement between Town of Ophir, Colorado (Town) and Ground Pounder, LLC, a Colorado limited liability company (Contractor) for **Street and Town Owned Utility Infrastructure Maintenance and Improvements** services within Town of Ophir town limits, January 1, 2021 to December 31, 2021.
2. Contractor shall utilize Town's equipment including hand tools, mechanical tools, Dodge Truck, John Deere Backhoe and Caterpillar Front Loader. Town shall be responsible for expenses associated with the operation and maintenance of Town's equipment.
3. Contractor shall maintain insurance as will protect him from claims for damages because of bodily harm, including death and from claims to property, which may arise out of or result from Contractor's operations under this contract, whether such operations be by himself or anyone employed by Contractor. Insurance shall include, but not limited to, General Liability and Workman's Compensation Insurance. Town shall be named as an additional insured under the Contractor's insurance policies.
4. Town shall maintain General Liability insurance on all Town equipment utilized by Contractor. Contractor's insurance shall be primary insurance while Contractor & Contractor's employees operate Town's equipment.
5. Contractor services shall include, but not limited to:
 - i. Snowplow and movement services.
 - ii. Street maintenance and improvements.
 - iii. Stormwater maintenance and improvements.
 - iv. Utility infrastructure maintenance, repairs and improvements.
 - v. Vegetation maintenance and improvements. Town owned equipment and facilities.
 - vi. Recommend repairs for Town owned equipment and facilities.
 - vii. Consulting and planning services in coordination with Town Manger and qualified engineers for streets and utility maintenance, repairs and improvements.
 - viii. Attend necessary meetings to fulfill requirements of agreement.
 - ix. Keep the Town apprised of items that they need to make decisions on.
 - x. Consult Town Manager with budget development and upkeep.
 - xi. Assist the Town with any required utility coordination, permits, service upgrades and connections.

7. Contractor shall bill Town:
8. Utilizing Town Equipment
 - i. Equipment operator labor = \$50/hr.
9. Utilizing Ground Pounders Equipment
 - A. 772BH Grader = \$160/hr.
 - B. 200C Excavator = \$175/hr.
 - C. 120C Excavator = \$160/hr.
 - D. 310E Backhoe = \$120/hr.
 - E. 50G Mini X = \$120/hr.
 - F. Plow Truck = \$100/hr.
 - G. Mack Dump Truck = \$95/hr.
 - H. Water Truck = \$95/hr.
 - I. Drum Roller = \$95/hr.
 - J. Snow Blower Attachment = \$80/hr.
 - K. Dump Trailer = \$75/hr.
 - L. Trench Compactor = \$60/hr.
10. Manual Labor
 - A. Supervisor = \$60/hr.
 - B. Laborer = \$50/hr.
11. Approval of the Town Manager prior to use of Contractor's equipment being utilized shall be required.
12. Billable time shall commence when Contractor arrives at the Public Works building.
13. Contractor will bill monthly. Invoices shall be itemized by date, time expended, employee initials, and services provided.
14. Snow plowing shall occur when overnight accumulation equals or exceeds 3 inches, with streets cleared of major accumulation by 7:00 am. Contractor and Town Manager shall communicate overnight snow conditions by 5:00 am.
15. Heavy snow days (overnight accumulation exceeding 6 inches), Town acknowledges completion of all streets may require work extending past 7:00 am.
16. Contractor shall clear streets of snow to allow a minimum of two vehicles to pass safely.
17. Contractor shall clear areas of snow accumulation accessing fire hydrants, Town's propane tanks and other necessary areas as designated by Town.
18. Contractor shall perform daily maintenance of Town of Ophir equipment recommend by manufacturer. Town shall supply materials for daily maintenance.
19. Contractor shall immediately notify Town of any necessary repairs and seasonal maintenance as needed.
20. The Contractor shall be responsible to the Town of Ophir for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees.
21. The Contractor shall procure and maintain in force Workers Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, Commercial General Liability Insurance (CGL).

22. The parties, by entering into this CONTRACT, do not waive or intend to waive by any provision of this CONTRACT, the monetary limitations or any other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Town, its successors, employees, officers or agents.
23. CONTRACTOR shall expeditiously complete all Work in a good and workmanlike manner and shall use reasonable care during all services provided.
24. Town and Contractor can renew annually, subject to Town of Ophir annual appropriations.

Town of Ophir



Ken Haynes, Town Manager

1-20-21
Date



Corinne Platt, Mayor

1-21-01
Date

Contractor, Ground Pounders, LLC



Mike Kimball, Owner

1/28/21
Date