

# REQUEST FOR BIDS



To be provided to the

TOWN OF SUPERIOR

**2020 Epoxy Street Striping**

June 17, 2020

**PART 1 - REQUEST FOR BIDS**

WORK: 2020 Epoxy Street Striping

PROJECT NO: PW-2020-3

SUBMITTAL DATE AND LOCATION:

Date of Request: June 17, 2020

Due Date for Bids: July 1, 2020 by 2:00 P.M.

Submit one copy of the Bid to:

Alex Ariniello  
Public Works & Utilities Director  
Town of Superior  
124 E. Coal Creek Drive  
Superior, CO 80027  
[alexa@superiorcolorado.gov](mailto:alexa@superiorcolorado.gov)

The Town of Superior requests Bids for:

**Epoxy Street Striping**

Town staff will review all Bids meeting the requirements of this Request for Bids. The Town reserves the right to accept, reject or negotiate alternatives to the specifics of the contract prior to award. After the Town has selected its first preference, it shall negotiate with that Bidder. If negotiations prove unsuccessful, the Bidder shall be notified that the negotiations are terminated. Negotiations shall then commence with the next preference and the negotiation process shall be continued until mutually satisfactory arrangements are made. Upon completion of the review and negotiations, a recommendation shall be submitted to the Board of Trustees.

The Town reserves the right to reject any and all Bids and waive informalities or irregularities therein. Any Bid received as a result of this request is prepared at the Bidder’s expense and becomes Town property and is therefore public record. No Bid may be withdrawn for a period of sixty (60) days after the deadline set for receipt of the Bids.

Any questions concerning this Request for Bids shall be directed **IN WRITING ONLY** to the Public Works & Utilities Director, at [alexa@superiorcolorado.gov](mailto:alexa@superiorcolorado.gov) no later than 4 PM June 26, 2020.

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Alex Ariniello  
Public Works & Utilities Director



## **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 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.
- 2.9.2 The names and addresses of any subcontractors who will be retained for the work.
- 2.9.3 Specifications or data sheets of all materials provided.
- 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 Superior Municipal Code, and other applicable law.
- 2.11 The contract will be awarded to the lowest responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Bid Request and these Instructions to Bidders. 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. Copies of the Contract Documents are available at the Superior Town Hall, 124 E. Coal Creek Drive, Superior, CO 80027.
- 2.18. 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.
- 2.19. 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.
- 2.20. Each Bid shall include a statement of standard warranty of the manufacturer.
- 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 public record. No Bid may be withdrawn for a period of sixty (60) days after the deadline for Bids.

### **PART 3 – SPECIAL CONDITIONS**

- 3.1 Location – All work shall be completed within the municipal limits of the Town of Superior, Boulder County, Colorado.
- 3.2 Standard Specifications – All work shall be performed in accordance with:
  - *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011* and as revised in these Special Conditions.
  - *Colorado Department of Transportation Standard Plans M & S Standards, 2006*
  - *Manual on Uniform Traffic Control Devices, 2009*
- 3.3 Quantities – The estimated quantities in the Scope of Work are approximate and payment shall be based on final actual measured work. The Town reserves the right to increase or decrease quantities without changes in the unit costs of the work.
- 3.4 Work Hours – All work in residential areas shall be performed between the hours of 7:00 am and 5:00 pm, Monday through Friday excluding holidays. Work on McCaslin Boulevard and Marshall Road shall be performed during night-time hours. Continued vehicular access shall be maintained throughout the process.
- 3.5 Mobilization – No additional payments will be made for mobilization but shall be included in the unit cost for each bid item.
- 3.6 Surface Preparation – The Contractor shall be responsible for cleaning the roadway surface in preparation for the application for the epoxy pavement markings. All roads to be marked shall be properly prepared and cleaned prior to application. Roadway cleaning and preparation will not be paid separately, but shall be included in the unit cost of epoxy pavement marking.
- 3.7 Layout – Pavement markings shall applied over existing striping unless otherwise directed. A Town representative shall work with the contractor to establish striping locations where existing markings are indistinguishable.
- 3.8 Traffic Control – The Contractor’s method of handling traffic shall include details of a mobile pavement marking zone. This shall include advance warning signage and cone placement/pickup. All elements of traffic control will not be paid separately, but shall be included in the unit cost of epoxy pavement marking.
- 3.9 Glass Beads – Glass beads are to be applied per SubSection 627.05 of the Standard Specifications. Glass beads and their application will not be paid separately, but shall be included in the unit cost of epoxy pavement marking.
- 3.10 Removal – At the Town’s direction, the Contractor shall remove pavement markings from selected streets. The following are required procedures/practices for removal:

- Pavement markings shall be removed using a rotary type grinder (a drum type manufactured for this purpose), sandblasting, or by hydro-blasting.
  - The roadway shall have no more than 1/4" damage after removal of pavement markings.
  - Disposal of materials, as a result of removal, are the responsibility of the Contractor.
  - The Contractor shall legally dispose of the material at his expense.
- 3.12 The Contractor shall install the pavement marking materials in strict conformance with the manufacturer's recommended preparation and application methods and procedures.
- 3.13 The pavement markings manufacturers will be responsible for warranty of the materials used. The contractor shall be responsible for a one year warranty for workmanship.

**PART 4 - SCOPE OF WORK**

**Epoxy Pavement Striping**

4” White Single Line Epoxy Pavement Striping shall include dashed lane dividers, and lane cross hatching. Payment shall be based on the actual lineal footage of striping applied non-inclusive of unmarked spacing.

6” White Single Line Epoxy Pavement Striping shall include edge lines, bike lanes, dashed bike lane traffic weave lines, and lane channelization at intersections. Payment shall be based on the actual lineal footage of striping applied non-inclusive of unmarked spacing.

Double 4” Yellow Line Epoxy Pavement Striping shall include centerline striping, painted center medians, and median cross hatching. Payment shall be based on the actual lineal footage of two parallel and equal width stripes applied at the same time and shall not be measured as separate stripes. The actual lineal footage of striping applied shall be non-inclusive of unmarked spacing.

Estimated quantities of epoxy pavement striping by street are listed below:

<b>2020</b>					
<b>Approximate Quantities (lineal feet)</b>					
Street Name	Start	End	4" White	6" White	4" Double Yellow
76th St	Coal Creek Dr	Marshall Rd		4500	3173
Sycamore St	76th St	Marshall Rd		800	1793
McCaslin Boulevard	Marshall	SH 128	2060	35180	19529
Rock Creek Pkwy	McCaslin Blvd	Coalton Road	16900	19050	
Indiana Street	Eldorado Dr	McCaslin Blvd		11352	8513
Coal Creek Drive	Eldorado Dr	End		4646	2323
Rock Creek Circle	Coalton West	Coalton East		3000	2765
Pitkin	North & South of	Rock Creek Pkwy		200	800
Coalton Road	McCaslin Blvd	Indiana St	1373	2040	
Coalton Road	Rock Creek Pkwy	Flatiron Crossing	2600	5460	
High Plains				24	31
			22,933	86,252	38,927

**BID FORM AND BID SHEET**

In compliance with the Request for Bids, and subject to all conditions thereof, 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.

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email address \_\_\_\_\_

**BID SCHEDULE**

To: Public Works & Utilities Director  
 Town of Superior  
 124 E. Coal Creek Drive  
 Superior, CO 80027

Work: Epoxy Street Striping throughout the Town of Superior

**BID:** Pursuant to the request for bids for the above-named work and being familiar with all contractual requirements, therefore, the undersigned Bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, plant, transportation, services, and all other things necessary for the completion of the contractual work. All other work to complete the work but not specifically itemized shall also be included as incidental to the work cost. Contractor also agrees to pay all taxes and patent documents, within the time of completion of the contractual work and pay all taxes and patent costs, and perform the work in accordance with the time of completion set forth herein, for and in consideration of the following unit and lump sum prices:

Item Description	Quantity	Unit	Unit Cost	Total Cost
<u>Epoxy Pavement Striping</u>				
4" Wide White Single Line	22,933	LF		
6" Wide White Single Line	86,252	LF		
Double 4" Wide Yellow Line	38,927	LF		
			<b>Total</b>	

**BID SUMMARY**

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

**SAMPLE**  
**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_, Colorado \_\_\_\_\_ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

**II. TERM AND TERMINATION**

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

**III. COMPENSATION**

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$\_\_\_\_\_. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and

expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

#### **IV. RESPONSIBILITY**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

#### **V. OWNERSHIP**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

#### **VI. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

#### **VII. 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 Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be

applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, 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 shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice 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. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

#### **VIII. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, 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 Agreement if such injury, loss, or damage is caused in whole or in part by, 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 which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

#### **IX. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, 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 this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

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

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 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 this Agreement; except that Contractor shall not terminate the subcontract if during such 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 this Agreement.

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 Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

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

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

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement 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.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, 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, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement 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.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF SUPERIOR, COLORADO**

\_\_\_\_\_  
Clint Folsom, Mayor

ATTEST:

\_\_\_\_\_  
Phyllis L. Hardin, Town Clerk

**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public

**EXHIBIT A  
SCOPE OF SERVICES**

Contractor's Duties

Contractor shall perform the following as directed by the Town:

**Epoxy Pavement Striping**

4” White Single Line Epoxy Pavement Striping shall include dashed lane dividers, and lane cross hatching. Payment shall be based on the actual lineal footage of striping applied non-inclusive of unmarked spacing.

6” White Single Line Epoxy Pavement Striping shall include edge lines, bike lanes, dashed bike lane traffic weave lines, and lane channelization at intersections. Payment shall be based on the actual lineal footage of striping applied non-inclusive of unmarked spacing.

Double 4” Yellow Line Epoxy Pavement Striping shall include centerline striping, painted center medians, and median cross hatching. Payment shall be based on the actual lineal footage of two parallel and equal width stripes applied at the same time and shall not be measured as separate stripes. The actual lineal footage of striping applied shall be non-inclusive of unmarked spacing.

Estimated quantities of epoxy pavement striping by street are listed below:

<b>2020</b>					
<b>Approximate Quantities (lineal feet)</b>					
Street Name	Start	End	4" White	6" White	4" Double Yellow
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McCaslin Boulevard	Marshall	SH 128	2060	35180	19529
Rock Creek Pkwy	McCaslin Blvd	Coalton Road	16900	19050	
Indiana Street	Eldorado Dr	McCaslin Blvd		11352	8513
Coal Creek Drive	Eldorado Dr	End		4646	2323
Rock Creek Circle	Coalton West	Coalton East		3000	2765
Pitkin	North & South of	Rock Creek Pkwy		200	800
Coalton Road	McCaslin Blvd	Indiana St	1373	2040	
Coalton Road	Rock Creek Pkwy	Flatiron Crossing	2600	5460	
High Plains				24	31
			22,933	86,252	38,927

**NO EMPLOYEE AFFIDAVIT**  
*[To be completed only if Contractor has no 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 employees during the term of my Agreement with the Town of Superior (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

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 Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**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; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both 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 ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

