

TOWN OF SUPERIOR
RESOLUTION NO. R-50
SERIES 2020

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
SUPERIOR APPROVING AN AGREEMENT WITH KOLBE STRIPING,
INC. FOR THE 2020 EPOXY STREET STRIPING PROJECT

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF
SUPERIOR, COLORADO, as follows:


Section 1. The Agreement between the Town of Superior
and Kolbe Striping, Inc., for the 2020 Epoxy Street Striping
Project is hereby approved in substantially the same form as
attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 13th day of July, 2020.



Clint Folsom, Mayor

ATTEST



Phyllis L. Hardin, Town Clerk-Treasurer

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 15th day of July, 2020 (the "Effective Date"), by and between the Town of Superior, a Colorado municipal corporation with an address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "Town"), and Kolbe Striping, Inc., an independent contractor with a principal place of business at 550 Topeka Way, Castle Rock, Colorado 80109 ("Contractor") (each 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 as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

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. WARRANTY

Contractor shall warrant and guarantee all services performed by Contractor under this Agreement for a period of one year from the date of completion of the Scope of Services. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Town, any portion of the work that fails or is defective, unsound, unsatisfactory because of Contractor's workmanship. In addition, Contractor shall assign all manufacturers' warranties to the Town. 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.

X. 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.

XI. 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.

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

**EXHIBIT A
SCOPE OF SERVICES**

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

Epoxy Pavement Striping

4" White Single Line Epoxy Pavement Striping shall include dashed lane dividers, and lane cross hatching.

6" White Single Line Epoxy Pavement Striping shall include edge lines, bike lanes, dashed bike lane traffic weave lines, and lane channelization at intersections.

Double 4" Yellow Line Epoxy Pavement Striping shall include centerline striping, painted center medians, and median cross hatching.

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

Contractor shall perform the services in accordance with the following:

1. Standard Specifications. Contractor shall install the pavement marking materials in strict conformance with the manufacturer's recommended preparation and application methods and procedures, and in conformance with the following:

- *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011.*
- *Colorado Department of Transportation Standard Plans M & S Standards, 2006.*

- *Manual on Uniform Traffic Control Devices, 2009.*

2. **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 shall be performed during night-time hours. Continued vehicular access shall be maintained throughout the process.

3. **Surface Preparation.** 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.

4. **Layout.** Pavement markings shall be applied over existing striping unless otherwise directed. A Town representative will work with Contractor to establish striping locations where existing markings are indistinguishable.

5. **Traffic Control.** Contractor's traffic control shall include details of a mobile pavement marking zone, with advance warning signage and cone placement/pickup.

6. **Glass Beads.** Glass beads shall be applied per Subsection 627.05 of the *Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2011.*

7. **Removal.** At the Town's direction, Contractor shall remove pavement markings from selected streets. The following are required procedures/practices for removal:

- a. Pavement markings shall be removed using a rotary-type grinder (a drum-type manufactured for this purpose), sandblasting, or hydro-blasting.
- b. The roadway shall have no more than ¼" damage after removal of pavement markings.
- c. Legal disposal of materials removed is Contractor's responsibility.

**EXHIBIT B
COMPENSATION**

Contractor shall be paid on a unit cost basis for the work in **Exhibit A**, Scope of Services. Contractor shall provide itemized invoices detailing the work performed. Such invoices shall be submitted to the Town on a monthly basis. Contractor shall be paid according to the following bid schedule:

Item Description	Quantity	Unit	Unit Cost	Total Cost
4" Wide White Single Line	22,933	LF	\$ 0.35	\$ 8,026.55
6" Wide White Single Line	86,252	LF	\$ 0.45	\$ 38,813.40
Double 4" Wide Yellow Line	38,927	LF	\$ 0.60	\$ 23,356.20
Remove 6" Epoxy Striping	2,000	LF	\$ 1.50	\$ 3,000.00
				\$ 73,196.15

The estimated quantities in the Scope of Work are approximate and payment shall be based on final actual measured work.

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
alex@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 alex@superiorcolorado.gov no later than 4 PM June 26, 2020.

Alex Ariniello
Public Works & Utilities Director

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:

Kolbe Striping, Inc

Address:

550 Topeka Way

Castle Rock, CO 80109

Telephone Number:

(303) 688-9516

Email address

bids@kolbestriping.com

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
Epoxy Pavement Striping				
4" Wide White Single Line	22,933	LF	\$ 0.35	\$ 8,026.55
6" Wide White Single Line	86,252	LF	\$ 0.45	\$ 38,813.40
Double 4" Wide Yellow Line	38,927	LF	\$ 0.60	\$ 23,356.20
Removals				
Remove 6" Epoxy Striping	2,000	LF	\$ 1.50	\$ 3,000.00
			Total	\$ 73,196.15

BID SUMMARY

Total Base Price: \$ 73,196.15

(in words) Seventy Three Thousand One Hundred Ninety Six Dollars and Fifteen Cents.

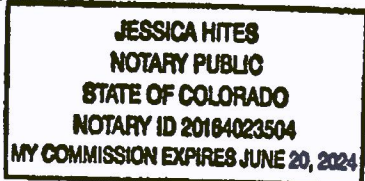
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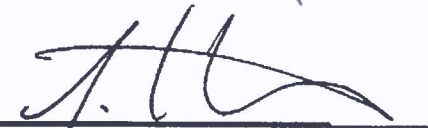
By: 

STATE OF COLORADO)
) ss.
 COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 30th day of June, 2020 by Andrew Giefer, as President of Kolbe Striping, Inc.

My commission expires: 6.20.2024
 (S.E.A.L.)




 Notary Public



**TOWN OF SUPERIOR
2020 Epoxy Street Striping
Project PW 2020-3
June 26, 2020**

Addendum #1

The following summarizes the change/additions to the contract documents that are included in Addendum #1:

Updated Bid Schedule

Questions & Answers:

1. What are your requirements on time of completion on this project? When can we start? When will it need to be done?

Answer: Notice to Proceed (NTP) is expected to be issued by July 21, 2020. Work should be completed within 60 calendar days from issuance of NTP.

2. What about the removals, what can we expect for that? How do we know how much to include?

Answer: The Bid Schedule has been updated to reflect the removal of up to 2,000 lineal feet of 6" striping.

3. With the Covid-19 restrictions still in place is it possible to submit bid thru email or thru the Rocky Mountain E-Purchasing (BidNet) website.

Answer: It is permissible to submit bids by e-mail to alexa@superiorcolorado.gov. Please keep a record of when the bid was sent

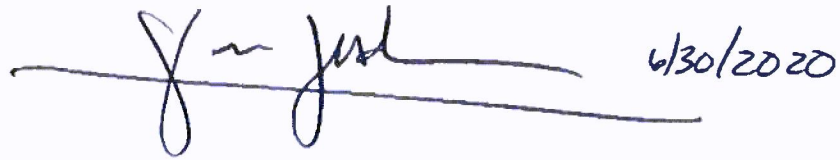
4. On the Rocky Mountain E-Purchasing (BidNet) invitation to bid there is a delivery date of 7/15/20. Is this a set date you are looking to start project or are you flexible with a starting date.

Answer: See answer to Question #1.

5. Special Conditions 3.6 Surface Preparations calls for cleaning of roadway surfaces prior to application of epoxy paint. Are you looking for sweeping of roads or will our high pressure air guns to blow off lines be enough?

Answer: Cleaning can be performed with high pressure air guns.

Addendum # acknowledged

A handwritten signature in blue ink, appearing to read "Y. M. J.", is written over a horizontal line. To the right of the signature, the date "6/30/2020" is written in the same ink.