

**General Services Contract Documents**

**for**

2026 Street Striping Services

Project Number N26-078



Town of Erie  
645 Holbrook Street  
Erie, Colorado 80516

June 2026

## Table of Contents

Invitation to Bid .....	3
Instructions to Bidders .....	5
Unit-Price Bid Form .....	11
Sample Agreement for Services.....	13

## Invitation to Bid

Electronic Bids will be received by the Town of Erie (the "Town") through the Rocky Mountain E-Purchasing System ("RMEPS"), until **12:00 pm.**, local time, **July 9, 2026 for the 2026 Street Striping Services (N26-078). Bids will be time-stamped by RMEPS upon receipt.**

Bids will be time-stamped by RMEPS upon receipt.

**Bid Submittals: All bids must be submitted electronically using the portal at <https://www.bidnetdirect.com/colorado>.**

The required Bid documents must be received in the RMEPS submission portal on or before the Bid due date and time. **Hardcopy submittals will not be accepted.** It is the Bidder's sole responsibility to ensure all required Bid documents are submitted through RMEPS by the submission deadline. RMEPS does not allow for uploading Bid documents after the Bid due date and time has closed.

Bids will be time-stamped by RMEPS upon receipt. After uploading Bid documents, **Bidders must click the SUBMIT button.** The Town will not accept uploads that are "saved" but not "submitted". To verify that a Bid has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder's account, that the documents are not in "Draft" status. The Town does not have access to or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at **800-835-4603**.

A brief summary of Work for which the Bid is requested consists of:

**Apply the pavement marking to various streets within the Town of Erie as identified in the vicinity map using the quantities listed in the Bid Form and in accordance with the Technical Specifications.**

**The Town intends to issue to the successful bidder an on-going maintenance Agreement for Services, for 2026, with the option to extend the Agreement for up to four (4) additional one (1) year periods upon mutual consent of both parties.**

All questions related to this bid should be submitted through the RMEPS website by **12:00 pm** local time, on **July 2, 2026**. All answers to questions received will be sent in a formal addendum (if needed), by **July 6, 2026**.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid.

The Town of Erie is an Equal Opportunity Employer.

Town of Erie, Colorado

## Instructions to Bidders

### 1. Contract Documents

**1.1. General.** The following documents as indicated by an "X" constitute the Contract Documents for this project. By submitting a Bid, the Bidder certifies and represents that the Bidder has been furnished with all the Contract Documents, is familiar with them, and intends to be bound by them.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Invitation to Bid | <input checked="" type="checkbox"/> Instructions to Bidders |
| <input checked="" type="checkbox"/> Sample Agreement  | <input checked="" type="checkbox"/> Bid Form                |
| <input type="checkbox"/> Other:                       |   |

**1.2. Interpretations, Modifications, and Addenda.** It is the Bidder's responsibility to advise the Town prior to the Bid deadline of conflicting requirements or missing information which requires clarification. The Bidder must inquire into any apparent inconsistencies, or any matter seeming to require explanation or interpretation, at least 72 hours (excluding weekends and holidays) prior to the Bid deadline. Any interpretation or modification will be made only by addendum emailed to each person receiving a set of such documents.

### 2. Bid

**2.1. Preparation.** Each Bidder must submit an original Bid on the form bound herewith. No other Bid form will be considered by the Town. Entries on the Bid form must be legibly written. All prices must be stated in words and figures except where the forms provide for figures only. In case of a discrepancy between the unit price and the extended price, the unit price will prevail. A standard unit of measure must be used for the Bid. Bids may be based on a combination lump sum or unit price basis.

**2.2. Bidder Qualifications.** No Bid shall be accepted from any person, firm, or corporation that is in arrears to the Town. If requested, Bidders must submit satisfactory evidence that they have a practical knowledge of the services and that they have the necessary financial resources to provide the proposed services.

**2.3. Confidential Information.** Pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* (the "Act"), all information contained in a Bid is subject to public disclosure unless it meets one of the exceptions in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data (collectively "Confidential Information"), the Bidder must clearly mark all Confidential Information as such

and provide a written, detailed justification of the protected nature of the Confidential Information. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the Bidder, and any safeguards the Bidder uses to protect the Confidential Information from disclosure. By submitting a Bid, the Bidder agrees to hold the Town harmless from any claim arising from the release of Confidential Information.

**2.4. Deviations.** Any deviation from the Contract Documents must be noted in detail and submitted in writing on the Bid form. Complete specifications must be attached for any substitutions offered or when amplifications are desirable or necessary. The absence of the specification deviation statement on the bid form and accompanying specifications will hold the Bidder strictly accountable to the Contract Documents as written.

**2.5. Taxes.** The Town is exempt from federal, state, local, and county sales/excise taxes, and no Bid shall include taxes.

**2.6. Submittal.** All Bids shall be submitted electronically using the portal at <https://www.bidnetdirect.com/colorado> and signed by the Bidder and must include the Bidder's contact name, business name, address and telephone number. Bids by partnerships must be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of partners must be included with the bid. Bids by a corporation must be signed in the official corporate name, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation, and shall display the corporate seal. Corporations must designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process.

**2.7. Withdrawal/Amendments.** Bids may be withdrawn, altered, and resubmitted at any time before the deadline time set for receiving the bids. Bids may not be withdrawn, altered, or resubmitted for a period of 30 days thereafter, and the bid of the lowest and second lowest responsible bidders may not be withdrawn for a period of 60 days thereafter, or until execution of the Agreement by the lowest responsible bidder, whichever occurs earliest.

### **3. Bid Opening**

**3.1. Receipt by Town.** Bids will be time-stamped by RMEPS upon receipt. After uploading bid documents, Bidders must click the SUBMIT button. The Town will not accept uploads that are "saved" but not "submitted". To verify that a Bid has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder's account, that the documents are not in "Draft" status. The Town does not have access to or control of the vendor side of

RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. (800-835-4603).

**3.2. Bid Results.** Bid results will be published on the RMEPS after the submittal deadline. Bid results will not be given over the telephone.

#### **4. Award**

**4.1. Acceptance and Rejection of Bids.** The Town reserves the right to accept any and all Bids or parts thereof; to reject any and all bids; and to waive any irregularities and informalities. Bids received after the Bid deadline will be rejected. The Town reserves the right to inspect any Bidder's facilities prior to award and to negotiate optional items with the successful Bidder.

**4.2. Agreement Award.** The Town will notify the successful Bidder to start the award process.

#### **5. Work Standards and Details**

##### **Coordination With the Public**

**5.1. Controls of Work.** The Contractor will enter a work area with the minimum of disruption to the local residents and public. The Contractor will identify locations for crew parking, equipment storage site at the end of work hours, material storage locations, and advance traffic control.

**5.2. Contractor's Conduct.** The Town of Erie, for the benefit of its citizens, is contracting the work. The conduct of the Contractor and the Contractor's dealings with the public are of importance to the Town. The Contractor and the Contractor's employees, and employees of the Contractor's suppliers, agents, and Subcontractors shall at all times treat local residents and the public with respect and courtesy. The Contractor shall conduct all work in such a manner as to cause the least inconvenience to local residents and the public.

The Town of Erie Project Manager will demand dismissal of workers, but not limited to, the following:

- a. Being discourteous or disrespectful to local residents or the public.
- b. Abuse or taunting of pets.
- c. Disposing of rubbish in locations other than approved receptacles.
- d. Use of vulgar, abusive, or harassing language or gestures.
- e. Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.

- f. Elimination of body waste in locations other than approved sanitation facilities.
- g. Damage or defacement of private property outside of street right-of-way and not necessary for the completion of the Work.
- h. Trespassing on private property.
- i. Use of water from private residences without permission from the resident.

## **General**

**5.3. Project Manager.** The Project Manager is Connor Conilogue, Pavement and Traffic Coordinator.

**5.4. Work Hours.** Contractor shall maintain hours of operation from 8:00 a.m. till 5:00 p.m. Monday through Friday. Should the Contractor desire to work on Saturdays, Sundays, legal holidays, or at night between the hours of 5:00 p.m. and 8:00 a.m., the Contractor shall submit a written request to the Project Manager at least twenty-four hours in advance. If approval is given by Project Manager to Contractor for authorized overtime work, Project Manager's and Project Manager's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Saturdays, Sundays, legal holidays, or at night between the hours of 5:00 p.m. and 8:00 a.m., the Contractor will be responsible to pay for all such rates and charges, and shall not be granted a contract price increase for such charges.

**5.5. Work Standards.** All work to be completed to the Town of Erie Standards and Specifications for the Design and Construction of Public Improvements. All standards and details are available for download from the Town's website at [www.erieco.gov](http://www.erieco.gov).

**5.6. Lane Restrictions.** Contractor shall only be allowed to restrict lane usage between the hours of 8:00 a.m. till 4:00 p.m. Monday through Friday. A minimum of one lane with flaggers must be provided during the restricted lane usage. Should the contractor desire to restrict lane usage on Saturdays, Sundays, legal holidays, or at night between the hours of 4:00 p.m. and 8:00 a.m. on week days, the Contractor shall follow the requirements in Section 5.1. Traffic Control plans need to be submitted and approved prior to any lane restrictions requiring traffic control devices and/or flagger(s). Due to the nature of the work, nighttime operations may be considered.

**5.7. Water Usage.** Contractor will be responsible for water consumption if required to use a hydrant meter. Fees include the water hydrant deposit fee and water consumption billed at the current commercial rate for usage and base fee.

All gallon usage is calculated by rounding to the nearest 1,000 gallons. Contractor is responsible for reporting usage to the Town on a monthly basis.

**5.8. Work Completion.** Contractor agrees to complete all identified work within 60 days of the Notice to Proceed. Work shall not extend past December 31<sup>st</sup> of the current year.

**5.9. Technical Specifications**

**5.9.1. Striping traffic control devices and street lighting:  
Standards and Specifications –**

**Section 900 Traffic Control Devices and Street Lighting**

923.00 Striping: Striping plan shall meet the requirements for such work as outlined in the "Manual of Uniform Traffic Control Devices".

Yellow centerline and lane line markings shall be applied to streets designated by the Town as through streets.

All temporary striping and markings of roadways shall consist of paint pavement marking materials conforming to Section 713 of the CDOT Standard Specifications for Road and Bridge Construction and installed per Section 627 of the CDOT Standard Specifications for Road and Bridge Construction all striping and markings of roadways minus the top-lift shall consist of paint pavement marking materials conforming to Section 713 of the CDOT Standard Specifications for Road and Bridge Construction and installed per Section 627 of the CDOT Standard Specifications for Road and Bridge Construction.

All striping and markings of the top-lifted roadways shall consist of epoxy pavement marking material conforming to Section 713 of the CDOT Standard Specifications for Road and Bridge Construction and installed per Section 627 of the CDOT Standard Specifications for Road and Bridge Construction.

**5.10. Preparation of Asphalt**

5.10.1. All streets shall be swept, high-pressured air blown, or scraped prior to application of all epoxy marking paint.

5.10.2. All thermoplastic pavement markings, including but not limited to crosswalks, stop bars, bicycle symbols, "ONLY" legends, and directional turn arrows, shall be installed as grooved inlaid markings within the asphalt pavement surface in accordance with applicable project specifications and industry standards.

**5.11. Licenses and Permits.** The Contractor must be current or obtain a Town of Erie Contractor's License with the Town of Erie Building Department as well as a right-of-way permit from the Public Works Department prior to starting work.

**Unit-Price Bid Form  
2026 Street Striping Services (N26-078)**

Description	Estimated Quantity *	Unit of Measure	Unit Price	Extended Cost
4-inch epoxy pavement markings -white	300,000	LF	\$	\$
4-inch epoxy pavement markings - yellow	300,000	LF	\$	\$
8-inch epoxy pavement markings -white	18,000	LF	\$	\$
Preformed Thermoplastic Turn arrow - Grooved Inlay	50	SF	\$	\$
Preformed Thermoplastic Crosswalk/Stop Bar- Grooved Inlay	500	Each	\$	\$
Preformed Thermoplastic Bike man Symbol- Grooved Inlay	20	Each	\$	\$
Round-A-Bout Yield Triangles	50	Each	\$	\$
Preformed Thermoplastic Only- Grooved Inlayed.	20	Each	\$	\$
Preformed Thermoplastic Green Bike Conflict Zone Bars-Grooved Inlay	500	SF	\$	\$
Traffic Control	1	Lump Sum	\$	\$
Mobilization	1	Lump Sum	\$	\$
<b>TOTAL</b>				<b>\$</b>

\* These quantities reflect 2025 work and are for bidding purposes only as they may vary +/- 10% for 2026.

Please note any exceptions you take to this bid, *e.g.*, minimum quantity requirements:

\_\_\_\_\_

\_\_\_\_\_

**Bidder's Information:**

Company Name: \_\_\_\_\_

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

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

The bidder hereby acknowledges receipt of Addendum Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_ to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

\_\_\_\_\_

\_\_\_\_\_

Name (Please print)

Title

---

Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Agreement for Services**  
**(2026 Street Striping Services (N26-078))**

This Agreement for Services (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the Town of Erie, a Colorado home rule municipality with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_, CO \_\_\_\_\_ ("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, Termination, and Renewal**

A. This Agreement shall commence on the Effective Date and shall continue through December 31, 2026, unless sooner terminated as provided herein. This Agreement may be renewed for up to 4 additional 12-month terms by a written amendment executed by both Parties.

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 work performed by Contractor under the Scope of Services, the Town shall pay Contractor an amount not to exceed \$\_\_\_\_\_, as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. For each renewal term, the compensation may not increase by more than 2% or the amount of inflation reported in the Denver-Boulder-Greeley Consumer Price Index, All Items, whichever is greater.

### **IV. Responsibility**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted level of competency presently maintained by others in the same or similar type of work in the applicable community.

B. 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.

C. Contractor shall at all times comply with all applicable law, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

### **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; provided that Contractor shall have no liability for any work that has been modified by the Town.

## **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 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. 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.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**Town of Erie, Colorado**

\_\_\_\_\_  
Meredyth Muth, Interim Town Manager

Attest:

\_\_\_\_\_  
Debbie Stamp, Town Clerk

**Contractor**

By: \_\_\_\_\_  
Name:  
Title:

SAMPLE

## **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:

- Perform street striping services in accordance with the Town of Erie Standards and Specifications for the Design and Construction of Public Improvements or MUTCD. All standards and details are available for download from the Town's website at [www.erieco.gov](http://www.erieco.gov).

### Additional Terms and Conditions

#### **Coordination With the Public**

**1. Controls of Work.** The Contractor will enter a work area with the minimum of disruption to the local residents and public. The Contractor will identify locations for crew parking, equipment storage site at the end of work hours, material storage locations, and advance traffic control.

**2. Contractor's Conduct.** The Town of Erie, for the benefit of its citizens, is contracting the work. The conduct of the Contractor and the Contractor's dealings with the public are of importance to the Town. The Contractor and the Contractor's employees, and employees of the Contractor's suppliers, agents, and Subcontractors shall at all times treat local residents and the public with respect and courtesy. The Contractor shall conduct all work in such a manner as to cause the least inconvenience to local residents and the public.

The Town of Erie Project Manager will demand dismissal of workers, but not limited to, the following:

- j. Being discourteous or disrespectful to local residents or the public.
- k. Abuse or taunting of pets.
- l. Disposing of rubbish in locations other than approved receptacles.
- m. Use of vulgar, abusive, or harassing language or gestures.
- n. Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
- o. Elimination of body waste in locations other than approved sanitation facilities.
- p. Damage or defacement of private property outside of street right-of-way and not necessary for the completion of the Work.
- q. Trespassing on private property.

- r. Use of water from private residences without permission from the resident.

## **General**

**1. Project Manager.** The Project Manager is Connor Conilogue, Pavement and Traffic Coordinator.

**2. Work Hours.** Contractor shall maintain hours of operation from 8:00 a.m. till 5:00 p.m. Monday through Friday. Should the Contractor desire to work on Saturdays, Sundays, legal holidays, or at night between the hours of 5:00 p.m. and 8:00 a.m., the Contractor shall submit a written request to the Project Manager at least twenty-four hours in advance. If approval is given by Project Manager to Contractor for authorized overtime work, Project Manager's and Project Manager's authorized personnel will charge overtime and other incidental administrative expenses necessary for performing inspections on Saturdays, Sundays, legal holidays, or at night between the hours of 5:00 p.m. and 8:00 a.m., the Contractor will be responsible to pay for all such rates and charges, and shall not be granted a contract price increase for such charges.

**3. Work Standards.** All work to be completed to the Town of Erie Standards and Specifications for the Design and Construction of Public Improvements. All standards and details are available for download from the Town's website at [www.erieco.gov](http://www.erieco.gov).

**4. Lane Restrictions.** Contractor shall only be allowed to restrict lane usage between the hours of 8:00 a.m. till 4:00 p.m. Monday through Friday. A minimum of one lane with flaggers must be provided during the restricted lane usage. Should the contractor desire to restrict lane usage on Saturdays, Sundays, legal holidays, or at night between the hours of 4:00 p.m. and 8:00 a.m. on week days, the Contractor shall follow the requirements in Section 5.1. Traffic Control plans need to be submitted and approved prior to any lane restrictions requiring traffic control devices and/or flagger(s). Due to the nature of the work, nighttime operations may be considered.

**5. Water Usage.** Contractor will be responsible for water consumption if required to use a hydrant meter. Fees include the water hydrant deposit fee and water consumption billed at the current commercial rate for usage and base fee. All gallon usage is calculated by rounding to the nearest 1,000 gallons. Contractor is responsible for reporting usage to the Town on a monthly basis.

**6. Work Completion.** Contractor agrees to complete all identified work within 60 days of the Notice to Proceed. Work shall not extend past December 31<sup>st</sup> of the current year.

## **7. Technical Specifications**

### **7.1 Striping traffic control devices and street lighting: Standards and Specifications –**

#### **Section 900 Traffic Control Devices and Street Lighting**

923.00 Striping: Striping plan shall meet the requirements for such work as outlined in the "Manual of Uniform Traffic Control Devices".

Yellow centerline and lane line markings shall be applied to streets designated by the Town as through streets.

All temporary striping and markings of roadways shall consist of paint pavement marking materials conforming to Section 713 of the CDOT Standard Specifications for Road and Bridge Construction and installed per Section 627 of the CDOT Standard Specifications for Road and Bridge Construction all striping and markings of roadways minus the top-lift shall consist of paint pavement marking materials conforming to Section 713 of the CDOT Standard Specifications for Road and Bridge Construction and installed per Section 627 of the CDOT Standard Specifications for Road and Bridge Construction.

All striping and markings of the top-lifted roadways shall consist of epoxy pavement marking material conforming to Section 713 of the CDOT Standard Specifications for Road and Bridge Construction and installed per Section 627 of the CDOT Standard Specifications for Road and Bridge Construction.

## **8. Preparation of Asphalt**

- 5.11.1. All streets shall be swept, high-pressured air blown, or scraped prior to application of all epoxy marking paint.
- 5.11.2. All thermoplastic pavement markings, including but not limited to crosswalks, stop bars, bicycle symbols, "ONLY" legends, and directional turn arrows, shall be installed as grooved inlaid markings within the asphalt pavement surface in accordance with applicable project specifications and industry standards.

**9. Licenses and Permits.** The Contractor must be current or obtain a Town of Erie Contractor's License with the Town of Erie Building Department as well as a right-of-way permit from the Public Works Department prior to starting work.

## Exhibit B Compensation

Contractor shall be paid as follows for performance of the services set forth in the Scope of Services. Contractor shall provide itemized invoices detailing the work performed. Such invoices shall be submitted to the Town on a periodic basis.

Description	Estimated Quantity *	Unit of Measure	Unit Price	Extended Cost
4-inch epoxy pavement markings - white	300,000	LF	\$	\$
4-inch epoxy pavement markings - yellow	300,000	LF	\$	\$
8-inch epoxy pavement markings - white	18,000	LF	\$	\$
Preformed Thermoplastic Turn arrow - Grooved Inlay	50	SF	\$	\$
Preformed Thermoplastic Crosswalk/Stop Bar- Grooved Inlay	500	Each	\$	\$
Preformed Thermoplastic Bike man Symbol- Grooved Inlay	20	Each	\$	\$
Round-A-Bout Yield Triangles	50	Each	\$	\$
Preformed Thermoplastic Only-Grooved Inlayed.	20	Each	\$	\$
Preformed Thermoplastic Green Bike Conflict Zone Bars-Grooved Inlay	500	SF	\$	\$
Traffic Control	1	Lump Sum	\$	\$
Mobilization	1	Lump Sum	\$	\$
<b>TOTAL</b>				<b>\$</b>

\* These quantities reflect 2025 work and are for bidding purposes only as they may vary +/- 10% for 2026.

The total annual compensation under this Agreement for 2026 shall not exceed \_\_\_\_\_.