



MEMORANDUM

TO: Mayor Jones and Members of the Board

FROM: Karen Proctor, Town Administrator

DATE: November 4, 2021

RE: Vance Brothers Striping Proposal

DISCUSSION:

The Board made staff aware that the Stop Bars were not replaced on the roads after the road work was completed this year.

While researching the issue, it was discovered that striping was also not done in 2020 with the chipseal contract either. There were only 2 locations where the Stop Bars would have been needed last year. The rest of the work was cul-de-sacs and side streets that did not previously have a Stop Bar. There were no locations of yellow or white roadway striping for 2020. The two bars from 2020 have been included in the attached proposal.

Per Erica Olsen at SEH, "stop bars are not required. Section 3B.16 in the MUTCD gives the guidance for Stop Bar placement. Generally speaking, Stop Bars are used with traffic signals and crosswalks to indicate where the vehicles should stop. Stop Bars can be used at unsignalized crossings (stop signs) but are not required. The main benefit in Foxfield is another reflective surface for car lights to indicate a stop situation since there are not streetlights. We would replace them for consistency because the Town had previously decided to use them. That being said, I would recommend they be installed at the intersections with Arapahoe Road, to indicate where the vehicles should stop. The areas interior in Town are a preference."

Attached is a proposal from Vance Brothers for the striping. The total cost is \$8,480. In the approved 2021 budget there is \$331,000 for the roads in the capital account. The total cost of

the work done was \$305,381, so under budget by \$25,619. Therefore, the striping would be covered within the approved budget.

The Unit Price proposed for the stop bars from Vance is probably the best rate we are going to see for a project of this size (~500SF). For reference, CDOT Stop Bars done in a 2020 project that had only 114 SF the unit cost was \$20/SF. A project SEH worked on in Centennial a year ago had Stop Bars of ~800 SF and bid unit prices range from \$12-\$16/SF.

Erica Olsen also reached out to Scott at Terracare to see if this is something they can do. He said yes, usually, but this year they would not be able to add a new paint project to their schedule right now (they do not own their own paint truck). He also mentioned that there are some shortages on traffic paints and costs have gone up this year.

For next year SEH will include striping in the bid items for the chipseal contract to simplify the process.

Would the Board like to put Stop Bars in at all locations indicated in the map attached as Exhibit B or just at the intersections with Arapahoe Road?

RECOMMENDED MOTION:

"I move to approve the Vance Brothers proposal for the Foxfield striping."

ATTACHMENTS:

Exhibit A – Vance Brothers Striping Proposal

Exhibit B – 2021 Striping Plan



PROPOSAL

Submitted To:	Date:
Town of Foxfield	10/12/2021
Address:	Project Name:
P.O. Box 461450	Foxfield striping
City, State, Zip:	Project No:
Foxfield CO 80046	N/A
Contact:	Project Location:
Gavin Macwilliam	Various in Foxfield
Phone:	Email:
303-586-5811	

Vance Brothers shall furnish all labor, material, equipment necessary to complete material installation All work shall be done in accordance with the Standard Specifications.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	Preformed Thermo (Stop Bars)	510	sf	\$ 13.00	\$ 6,630.00
2	Epoxy	1	LS	\$ 1,850.00	\$ 1,850.00
3					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL PRICE					\$ 8,480.00

NOTES:

- * Excludes: Bonds: Permits, lab, testing, staging area, water meter, engineering fees, surveying, striping, and utility adjustments
- * Extra Mobilizations and days will be billed if needed
- * Work shall be completed during the typical seasonal months of March through October
- * Price includes emulsion from Vance Brothers Denver, CO
- * Final field Measurement will prevail
- * Payment terms are net 30 if your company has a credit account at Vance Brothers. Otherwise, total price must be paid within 30 days of invoice.

ADDITIONAL TERMS AND CONDITIONS-READ CAREFULLY

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Contractor has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, pandemic, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation arising out of this Agreement shall be only in Adams County, Colorado.

5. As directed by the Owner, construction lender, public body or any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repairs or changes and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein even if no written change order is executed.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.

7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.

8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, cracksealer, tar, etc.), caused by others besides employees of Vance Brothers, regardless of whether such damage occurs or is worsened during the performance of the job.

11. All Work has a ONE YEAR WARRANTY on workmanship and material unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge while the crew is on site if tike and materials are available. Vance Brothers is not responsible for damage due to scaring, marking, vandalism, mag chloride. All warranties are void if the contract is not paid in full on time.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.
13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 19% per annum, on the all such unpaid balances.
14. If any provision of this Contract is found unenforceable by any court or tribunal, Owner and Contractor agree that such provision shall be modified to the minimum extent to render it enforceable and that the remainder of the contract shall not be otherwise affected. The mutual agreement of the parties hereto is comprismised of each and every provision shall individually be held unenforceable for lack of mutuality. This contract constitutes the entire agreement executed by both parties.
15. The Contractor will exercise reasonable care when performing the work but will not be liable in any manner for any damages caused in whole or in part by the tradesmen, heavy trucks or chemical spills, including but not limited to, products not adhearing to previous chemical spills. Contractor will not be responsible for fugitive or wind blown materials if instructed to apply in windy conditions.
16. This contract shall become binding when signed by all parties and the authorized officer of the contractor. Owner is still liable for the full amount of contract even if the contract is terminated
17. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor (or its authorized Agent) or upon commencement of the work by Contractor, whichever is earlier.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 60 days from date unless extended in writing by the company. After 60 days, Contractor may revise its price in accordance with costs in effect at that time.

Please sign in spaces provided below to indicate acceptance and return original. This proposal will expire in nintey (90) days from date above, if it is not accepted within that time. If accepted, shall constitute a contract between the parities to this proposal. Payment terms are net 30 days from invoice, unless otherwise stated.

SUBMITTED	ACCEPTED:
Vance Brothers, Inc. 380 West 62nd Avenue Denver, CO 80216 (303) 341-2604	

By:		By:	
Heath Russo Estimator/ Project Manager	720-234-9065	Date:	

