

CITY OF FORT COLLINS

INVITATION TO BID

BID #5276

**BID OPENING: APRIL 6, 1998, 3.00pm (our clock)**

Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, PO Box 580, 256 West Mountain Avenue, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents

**Bids must be received at the Purchasing Office prior to 3:00pm (our clock), April 6, 1998.**

**A copy of the Bid may be obtained as follows:**

- 1 Call the Purchasing Fax-line, 970-416-2033 and follow the verbal instruction to request document #5276
- 2 Download the Bid from the Purchasing Webpage, Current Bids page, at [www.ci.fort-collins.co.us\CITY\\_HALL\PURCHASING](http://www.ci.fort-collins.co.us/CITY_HALL/PURCHASING) then via the Current Bids pushbutton
- 3 Come by Purchasing at 256 W Mountain Ave , Fort Collins, and request a copy of the Bid

**Special Instructions**

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement Bids may be withdrawn up to the date and hour set for closing Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening The City may also pursue any remedies available at law or in equity Bid prices must be held firm for a period of forty-five (45) days after bid openings

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder Any proposed modification must be accepted in writing by the City prior to award of the bid

Only bids properly received by the Purchasing Office will be accepted All bids should be clearly identified by the bid number and bid name contained in the bid proposal

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City

Bids must be furnished exclusive of any federal excise tax, wherever applicable

Bidders must be properly licensed and secure necessary permits wherever applicable

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities

Sales prohibited/conflict of interest no officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services. This rule also applies to subcontracts with the City. This shall not apply to members of any authority, board, committee or commission of the city, other than the members of the City Council. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited. Any vendor knowing of this type of activity is encouraged to report in confidence to the Director of Purchasing and Risk Management, Director of Finance, City Attorney or City Manager so the matter can be dealt with

Freight terms unless otherwise noted, all freight is F O B Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal


Discounts any discounts allowed for prompt payment, etc , must be reflected in bid figures and not entered as separate pricing on the proposal form

Purchasing restrictions your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions are available for review in the Purchasing Office or the City Clerk's Office

Cement restrictions City of Fort Collins Resolution 91-121 requires that suppliers and producers of cement or products containing cement to certify that the cement was not made in cement kilns that burn hazardous waste as a fuel

Collusive or sham bids any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid

Bid results for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening

  
James B. O'Neill II, CPPO  
Director of Purchasing and Risk Management

CITY OF FORT COLLINS

BID PROPOSAL

**BID #5276**

**BID OPENING APRIL 6, 1998, 3 00P.M (our clock)**

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **TRAFFIC CONTROL SERVICES** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS

The City of Fort Collins is requesting bids to provide traffic control services for the various City departments

A **prebid meeting** is scheduled for March 23, 1998 at 10 00 am at the City of Fort Collins Streets Department, 625 9th St , Fort Collins, Colorado

For technical questions, please contact Syl Mireles, Traffic Operations, at 970-221-6815  
For purchasing questions, please contact John Stephen, CPPB, Buyer, at 970-221-6775

The attached Services Agreement (Exhibit "A") (EXAMPLE) must be signed after award of contract and proof of insurance (Exhibit "B") furnished by the successful vendor within ten (10) days of notice of award

The City reserves the right to negotiate with any vendor as meets the needs of the City and to reject any or all proposals

**1. Qualifications of Bidder:**

- A Qualified bidder must be doing business under the present business name for the past three consecutive years
- B Qualified bidder shall have sufficient manpower and equipment to accomplish said work in the required time
- C The Owner may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data as is reasonably required for this purpose The Owner reserves the right to disqualify any bid, if the evidence resulting from the Owners investigation shows, in the opinion of the Owner, that the bidder is not properly qualified to prosecute the work described herein

**2. Bids shall include the following information**

- A Name of company representative responsible to resolve disputes, answer questions, etc
- B Resumes of major employees that will be working on this project including years of

experience and years with the firm

C List of equipment, trucks, etc available to service the City This information shall include age and condition of equipment

D Bid schedules and Bid tab

E 3 references specific to contracts longer than one job, ie yearly contracts if possible References must include contact name, date when work was completed and type of work

### **3 Method of Award**

Contractor must fill out each Bid Schedule, A, B, C and take those prices and insert them into the Price/Unit on the Bid Tab, multiply by the Quantity to reach a sub-total for each Bid Schedule on the Bid Tab Contract award will be based upon the lowest Project Total dollar amount written on the Bid Tab The two lowest responsive, responsible firms will be issued contracts as a result of the *Project Total bid tabulation*

It is the intent of the City to award this bid as a multiple award The lowest responsive, responsible firm will be the primary Contractor and the second firm will be contacted when it is determined that the primary Contractor cannot perform the requested work satisfactorily within the City's time requirements The City will not guarantee any quantities or dollar amounts of work per Contractor during the term of this contract

The City will use service evaluation forms to rate the Contractor performances after contract award If performance is rated below average, the Contractor will have one week to correct any deficiencies If not corrected within this time frame, the City has the option to terminate the contract, at no cost to the City, for the non-performing contractor Contractor must meet the requirements of the Service Agreement

### **4. Term of the Agreement**

This agreement shall be effective for a period of one year from the date on the Services Agreement, and will be renewable for four (4) additional one-year terms and at the option of the City and if the Contractor is agreeable to the same terms as contained herein Prices shall remain the same for the first renewal term A price increase may be negotiated for subsequent renewals Such increases shall not exceed the *Denver-Boulder CPI index* Billings and payments will be made using the prices listed on the Bid Schedule/s provided Ninety days before the expiration of each one-year term, the City has the option of sending a renewal notice to the Contractor

Nothing shall obligate the City or the Contractor to renew

In the event that a service is requested that is not listed on the Bid Schedule, the Contractor shall contact the City's Traffic Control Manager and Purchasing Department, to negotiate an appropriate unit price for the service

**Bid Schedule " A "**

Contractor to provide all service, manpower and equipment

Traffic Control Supervisor (at job site)	\$ _____ per hour
Traffic Control Supervisor (at job site)	\$ _____ per day
Flag Person with paddle	\$ _____ per hour
Flag Person with paddle	\$ _____ per day
36" Reflectorized Tube	\$ _____ per day per unit
Vertical Panel without light	\$ _____ per day per unit
Type I Barricade without light	\$ _____ per day per unit
Type II Barricade without light	\$ _____ per day per unit
Type III Barricade without lights	\$ _____ per day per unit
Light - Steady Burn	\$ _____ per day per each
Light - Flashing	\$ _____ per day per each
Barrels	\$ _____ per day per unit
Size A Sign with stand	\$ _____ per day per set
Size A Sign without stand	\$ _____ per day per set
Size B Sign with stand	\$ _____ per day per set
Size B Sign without stand	\$ _____ per day per set
No Parking Sign with stand	\$ _____ per day per unit
Specialty Sign Size A-Cost of Manufacturing	\$ _____ per sign
Specialty Sign Size B-Cost of Manufacturing	\$ _____ per sign
28" Cone with reflective strip	\$ _____ per day per cone
36" Cone with reflective strip	\$ _____ per day per cone
Safety Fence	\$ _____ per day per roll
Light - Steady Burn	\$ _____ per day per unit
Light - Flashing	\$ _____ per day per unit
Arrow Board	\$ _____ per day per unit
Type IV Barrier-Jersey Barrier	\$ _____ per day per unit

Size A Signs - 0 01 to 9 00 Square Feet  
 Size B Signs - 9 01 to 16 00 Square Feet

Specialty Signs - The initial manufacturing will be paid for per the unit cost for specialty signs and the rental rate paid per the appropriate rental rate

Firm Name \_\_\_\_\_

**Bid Schedule " B "**

Rental including Delivery and Pickup Only

Flag Person with paddle	\$ _____ per hour
Flag Person with paddle	\$ _____ per day
36" Reflectorized Tube	\$ _____ per day per unit
Vertical Panel without light	\$ _____ per day per unit
Type I Barricade without light	\$ _____ per day per unit
Type II Barricade without light	\$ _____ per day per unit
Type III Barricade without lights	\$ _____ per day per unit
Light - Steady Burn	\$ _____ per day per each
Light - Flashing	\$ _____ per day per each
Barrels	\$ _____ per day per unit
Size A Sign with stand	\$ _____ per day per set
Size A Sign without stand	\$ _____ per day per set
Size B Sign with stand	\$ _____ per day per set
Size B Sign without stand	\$ _____ per day per set
No Parking Sign with stand	\$ _____ per day per unit
Specialty Sign Size A-Cost of Manufacturing	\$ _____ per sign
Specialty Sign Size B-Cost of Manufacturing	\$ _____ per sign
28" Cone with reflective strip	\$ _____ per day per cone
36" Cone with reflective strip	\$ _____ per day per cone
Hand Paddle with 5' Handle	\$ _____ per day per unit
Safety Fence	\$ _____ per day per roll
Light - Steady Burn	\$ _____ per day per unit
Light - Flashing	\$ _____ per day per unit
Arrow Board	\$ _____ per day per unit

Firm Name \_\_\_\_\_

**Bid Schedule "C"**

Rental Only - Picked up and returned by City Personal

Flag Person with paddle	\$ _____ per hour
Flag Person with paddle	\$ _____ per day
36" Reflectorized Tube	\$ _____ per day per unit
Vertical Panel without light	\$ _____ per day per unit
Type I Barricade without light	\$ _____ per day per unit
Type II Barricade without light	\$ _____ per day per unit
Type III Barricade without lights	\$ _____ per day per unit
Light - Steady Burn	\$ _____ per day per each
Light - Flashing	\$ _____ per day per each
Barrels	\$ _____ per day per unit
Size A Sign with stand	\$ _____ per day per set
Size A Sign without stand	\$ _____ per day per set
Size B Sign with stand	\$ _____ per day per set
Size B Sign without stand	\$ _____ per day per set
No Parking Sign with stand	\$ _____ per day per unit
Specialty Sign Size A-Cost of Manufacturing	\$ _____ per sign
Specialty Sign Size B-Cost of Manufacturing	\$ _____ per sign
28" Cone with reflective strip	\$ _____ per day per cone
36" Cone with reflective strip	\$ _____ per day per cone
Hand Paddle with 5' Handle	\$ _____ per day per unit
Safety Fence	\$ _____ per day per roll
Light - Steady Burn	\$ _____ per day per unit
Light - Flashing	\$ _____ per day per unit
Arrow Board	\$ _____ per day per unit

Firm Name \_\_\_\_\_

## AWARD BID TAB

Bid Schedule " A " (Contractor to provide all service ,manpower and equipment )

Description	Price/Unit	Quantity	Total
Traffic Control Supervisor (at job site)	\$_____ per hour	270	\$_____
Traffic Control Supervisor (at job site)	\$_____ per day	3	\$_____
Flag Person with paddle	\$_____ per hour	220	\$_____
Flag Person with paddle	\$_____ per day	3	\$_____
Vertical Panel without light	\$_____ per day per unit	191	\$_____
Type I Barricade without light	\$_____ per day per unit	181	\$_____
Type III Barricade without lights	\$_____ per day per unit	25	\$_____
Light - Steady Burn	\$_____ per day per each	50	\$_____
Light - Flashing	\$_____ per day per each	150	\$_____
Barrels	\$_____ per day per unit	75	\$_____
Size A Sign with stand	\$_____ per day per set	90	\$_____
Size A Sign without stand	\$_____ per day per set	10	\$_____
Size B Sign with stand	\$_____ per day per set	10	\$_____
No Parking Sign with stand	\$_____ per day per unit	200	\$_____
Specialty Sign Size A-Cost of Manufac	\$_____ per sign	5	\$_____
28" Cone with reflective strip	\$_____ per day per cone	285	\$_____
36" Cone with reflective strip	\$_____ per day per cone	100	\$_____
Safety Fence	\$_____ per day per roll	10	\$_____
Arrow Board	\$_____ per day per unit	3	\$_____
Type IV Barrier-Jersey Barrier	\$_____ per day per unit	50	\$_____
SUB-TOTAL SCHEDULE "A"			\$_____

Bid Schedule " B "

Rental including Delivery and Pickup Only

Description	Price/Unit	Quantity	Total
Flag Person with paddle	\$_____ per hour	100	\$_____
Flag Person with paddle	\$_____ per day	3	\$_____
36" Reflectorized Tube	\$_____ per day per unit	100	\$_____
Vertical Panel without light	\$_____ per day per unit	160	\$_____
Type I Barricade without light	\$_____ per day per unit	95	\$_____
Type II Barricade without light	\$_____ per day per unit	40	\$_____
Type III Barricade without lights	\$_____ per day per unit	10	\$_____
Light - Steady Burn	\$_____ per day per each	50	\$_____
Light - Flashing	\$_____ per day per each	150	\$_____
Barrels	\$_____ per day per unit	75	\$_____
Size A Sign with stand	\$_____ per day per set	80	\$_____
Size B Sign with stand	\$_____ per day per set	10	\$_____
Size B Sign without stand	\$_____ per day per set	5	\$_____
No Parking Sign with stand	\$_____ per day per unit	100	\$_____
Specialty Sign Size A-Cost of Manufacturing	\$_____ per sign	5	\$_____
28" Cone with reflective strip	\$_____ per day per cone	100	\$_____
36" Cone with reflective strip	\$_____ per day per cone	50	\$_____
Hand Paddle with 5' Handle	\$_____ per day per unit	3	\$_____
Safety Fence	\$_____ per day per roll	18	\$_____
Arrow Board	\$_____ per day per unit	2	\$_____
SUB-TOTAL SCHEDULE "B"			\$_____



Bid Schedule "C"

Rental Only - Picked up and returned by City Personal

	Price/Unit	Quantity	Total
Flag Person with paddle	\$ _____ per hour	30	\$ _____
Flag Person with paddle	\$ _____ per day	2	\$ _____
Vertical Panel without light	\$ _____ per day per unit	135	\$ _____
Type I Barricade without light	\$ _____ per day per unit	70	\$ _____
Type III Barricade without lights	\$ _____ per day per unit	10	\$ _____
Light - Steady Burn	\$ _____ per day per each	30	\$ _____
Light - Flashing	\$ _____ per day per each	180	\$ _____
Size A Sign with stand	\$ _____ per day per set	35	\$ _____
Size B Sign with stand	\$ _____ per day per set	12	\$ _____
Size B Sign without stand	\$ _____ per day per set	4	\$ _____
No Parking Sign with stand	\$ _____ per day per unit	75	\$ _____
Specialty Sign Size A-Cost of Manufacturing	\$ _____ per sign	5	\$ _____
Specialty Sign Size B-Cost of Manufacturing	\$ _____ per sign	5	\$ _____
28" Cone with reflective strip	\$ _____ per day per cone	75	\$ _____
Hand Paddle with 5' Handle	\$ _____ per day per unit	3	\$ _____
Safety Fence	\$ _____ per day per roll	18	\$ _____
Arrow Board	\$ _____ per day per unit	5	\$ _____

SUB-TOTAL SCHEDULE "C" \$ \_\_\_\_\_

SUB-TOTAL SCHEDULE "A" \$ \_\_\_\_\_

SUB-TOTAL SCHEDULE "B" \$ \_\_\_\_\_

PROJECT TOTAL \$ \_\_\_\_\_

\_\_\_\_\_  
Signature and Title                      Typed or Printed Name of Signatory

\_\_\_\_\_  
Company Name                      Telephone Number (Area Code)

\_\_\_\_\_  
Address (Street, PO Box, City, State, Zip)                      Date

TCS during placement, changes or removal or failure to have a certified Flagger shall remove all liability from the City for any adverse consequences and the City will not pay the cost of any non-certified personnel

Flag people must be certified through the Colorado Department of Highways Flagger Certification Program or other City approved certification programs. The Contractor must certify their employees as required by this contract without expense to the City. All flag people must carry proof of certification and present it when requested by a City representative. If the onsite TCS performs flagging duties the City will pay for flagging price only.

#### Section B Conformity

All traffic control devices placed in the City right of way under the terms of the contract must meet or exceed the minimum standards set forth in the most current issue of the City of Fort Collins Handbook for Traffic Control. Additionally, any sign blank with signs faces on both sides must have the back sign face completely covered when in use to avoid confusion to motorists traveling in the opposite direction. Company identification must not be placed on the front of traffic control devices and all identification must comply with current MUTCD regulations.

#### Section C Service Call Requirements

Delivery and set-up of the traffic control devices shall occur per date and time agreed upon by contractor and City Representative for day to day type activities between the hours of 6:00 a.m. and 6:00 p.m. weekdays if a Traffic Control plan has previously been approved. Delivery and set-up of traffic control devices shall occur within 2 hours for minor set-ups between the hours of 6:00 a.m. to 6:00 p.m. weekdays. Delivery and set-up of the traffic control devices shall occur within 30 minutes in an emergency. Emergency requests must be responded to immediately with personnel and equipment on site within 30 minutes of notification. City personnel shall give the contractor 24 hours minimum notice for work requiring traffic control, except in the event of an emergency. City personnel shall endeavor to give reasonable advance notice, even for day to day requests on minor set-ups.

#### Section D Traffic Control Plan Preparation and Approval

If same Traffic Control Plan (T.C.P.) or a slightly modified T.C.P. is used more than once for same set-up per job, the T.C.P. is paid for only once at the TCS hour rate not to exceed 5 hours without prior approval.

The awarded Contractor will be required to prepare a traffic control plan for all projects, except emergencies lasting less than 24 hours. The traffic control plans must be prepared by a certified TCS, and presented to the City's Traffic Control Manager for approval at least 24 hours, for a minor set-up, prior to set-up of devices at job site. In the case of an emergency lasting longer than 24 hours, a traffic control plan will be submitted within 12 hours of the initial emergency. Approval by the City Traffic Control Manager will be completed within 24 hours after plan is presented. A copy of the signed, approved plan must be maintained by traffic control personnel at the job site and presented to the City representatives during set-up.

If, upon arrival at a job site, a City representative determines an approved traffic plan set-up is not being used, the job will be immediately stopped until the correct set-up is in place. This action will result in non-payment to the Contractor for any illegal devices, delivery, set-up, modification or removal charges as further defined in the City of Fort Collins Handbook for Traffic Control associated with the job. Additionally, at the discretion of the City, the Contractor can be back-charged liquidated damages incurred by City for downtime or loss of services during the stoppage of work, at a rate of \$200/hour.

The Traffic Control Plan shall include, as a minimum, the following

- (1) A detailed diagram which shows the location of all sign placements, including advance construction signs (if not previously approved) and speed limit signs, method, length, and time duration for lane closures, and location of flag persons
- (2) A tabulation of all traffic control devices shown on the detailed diagram including, but not limited to construction signs, vertical panel, vertical panel with light, Type I, Type II, and Type III barricades, cones, drum channelizing devices, and advance warning flashing or sequencing arrow panel. Certain traffic control devices may be used for more than one operation or phase. However, all devices required for any particular phase must be detailed and tabulated for each phase
- (3) Number of flaggers to be used
- (4) Parking Restrictions to be in affect

#### Section E Setup, Rental and Removal

In no case will the responsibility for setup and modification of traffic control devices be divided between the Contractor and City Crews. Either the Contractor sets up all the traffic control devices or the City Crews will setup the traffic control devices. City personnel shall specify who will do the traffic control setup and modification when making the request for traffic control devices.

The City shall have the option of renting devices from the Contractor at the unit prices bid, and handling the traffic control internally, to include all staffing required. In such cases the City shall be responsible for the traffic control plan, and any required TCS's. Bid schedule "B" is for rental of devices and flaggers only.

Removal of traffic control devices from TRAVELED ROADWAY shall occur within 30 minutes after request is made, and no rental rates may be assessed after that point. Traffic control devices shall be placed and/or stored when not in use in City right of way in such a manner that minimizes the hazards to pedestrians, bicyclists and vehicles. Material shall be removed from City right-of-way within 12 hours.

#### Section F Availability and Service Checks

The contractor must be available for requests 24 hours per day, 7 days a week, including holidays at a Fort Collins phone number. The person answering the phone must be capable of receiving messages and must notify the TCS on duty immediately. Contractor must return call to City personnel within 10 minutes of receipt of request of service.

Response times must conform to Section C requirements.

While the traffic control devices are being used by the City, a TCS will perform service checks as determined by the requesting department as many times as requested, at least four times a day, twice between the hours of 7 00 A M and 5 00 P M, and twice between the hours of 5 00 P M and 7 00 A M, on residential, collector and arterial streets to insure that all traffic control devices are working properly and are positioned correctly, 7 days a week including holidays. During inclement weather, ie wind, rain, snow, etc, it shall be the Contractor's responsibility to perform inspection more frequently to assure that all devices are visible and working properly.

A log of each service check, noting location, times and any problems encountered, must be maintained by the

Contractor and a copy given to the City Department Representative monthly, or to any City Representative upon request Random checks by City representatives will be made to verify compliance to this section

The cost of providing service checks shall be included in unit prices If all service checks are not preformed in accordance with these specifications equipment rental for equipment not serviced will not be paid for

#### Section G Specifications for Devices

The traffic control devices provided by the Contractor shall meet the current City of Ft Collins Traffic Control Handbook and current federal specifications for such traffic control devices as set forth in the manual on Uniform Traffic Control Devices (official, with revisions), as compiled by the Federal Highway Administration All traffic control devices shall be clean and in good operating condition when delivered and shall be maintained in that manner on a daily basis

Size A Signs - 0 01 to 9 00 Square Feet

Size B Signs - 9 01 to 16 00 Square Feet

Type III Barricades must be min 8' wide and 5' high

Safety fencing shall be 48" high in 50' rolls, rigid orange 2" plastic mesh The fence shall be secured with posts or barricades with sand bags or anchorage approved by City personnel

28" cones with collars may be used on residential, collector and arterial streets 36" cones with collars may be used on any street with a posted speed limit of 40 MPH or greater

#### Section H Loss or Damage

The City will not be responsible for any damage to, or loss of traffic control devices Traffic control devices shall remain the property of the Contractor and must be clearly marked as to ownership, within the regulations set forth by the Federal Highway Administration Upon notification by the City of any need for replacement or repair, the Contractor must make such replacement or repair as needed within 30 minutes of notification

City crews shall not move the traffic control devices from one location to another unless an emergency situation exists, or unless the City is renting only the devices and is handling the traffic control plan/staffing internally In the event of an emergency the City shall notify the Contractor within 24 hours after such relocation

#### Section I Quantity

The City is not obligated to take delivery of any minimum quantity of traffic control devices

#### Section J Log and Billing Forms

A permanent log for each request shall be maintained in a legible manner and will contain the following information

- a Date and time of request for placement
- b Date and time traffic control devices to be placed
- c Name of person and department making the request for placement
- d Project name and location of traffic control devices
- e Quantity of each type and identification per MUTCD designation or designate as a specialty

## SCOPE OF SERVICES

The Scope of Services covers the requirements for providing Traffic Control Devices and Services for the City of Fort Collins on an annual basis. All of these requirements and provisions shall be incorporated in the signed Services Agreement when the bid is awarded.

### Section A Certificates and TCS Duties

All work area traffic control placed within City of Fort Collins right of way, under the terms of this contract, shall be under the direct supervision of a Traffic Control Supervisor (TCS). The TCS shall possess a current American Traffic Safety Services Association certification or a C C A Colorado Contractors Association certification as a work site traffic control supervisor; this certification shall be on file with the City. Valid certification card shall be presented to the City Traffic Control Manager for each person employed to perform as a TCS. When new TCS's are hired their certification card must be presented and the new TCS briefed by the City Traffic Control Manager prior to putting that person on the job. A TCS must be on site when traffic control devices are placed, modified and removed. The hourly and daily rate charged for TCS personnel shall include a properly equipped vehicle and a cellular telephone.

The TCS's duties shall include, but not be limited to

- (1) Coordination of all traffic control related operations, including those of Subcontractors and Suppliers
- (2) Preparing and revising Traffic Control Plans as required
- (3) Direct supervision of project flaggers
- (4) Supervise the notification of businesses, Schools, and residents prior to construction as directed (The notification of businesses and residents may be accomplished by a representative of the TCS )
- (5) Maintaining a daily traffic control log which shall become part of the City's project records
- (6) Inspecting traffic control devices on every calendar day for the duration of the project
- (7) Insuring that traffic control devices are functioning as required
- (8) Overseeing all requirements covered by the plans and specifications which contribute to the convenience, safety and orderly movement of traffic
- (9) Flagging
- (10) Setting up traffic control devices

For all street closures, the Traffic Control Company or Contractor shall be responsible for the notification of businesses and residents. The notification shall consist of distributing letters indicating the nature of the work to be completed, any special instructions (i.e. limits on lawn watering during concrete pouring, etc.), the dates and times of the work, and the Parking and access restrictions that will apply. Sample letters will be provided by City personnel. Letters shall be submitted with the Traffic Control Plans for approval. After approval, the letters shall be distributed a minimum of 24 hours prior to the commencement of each phase of the work. (Note: The time frame criteria for distributing letters is the same as for posting "NO PARKING" signs.) The cost for preparing and distributing the letters shall be included in the cost for TCS hour or day rate. Please refer to City Work Area Traffic Control Handbook.

Time spent maintaining signs on the weekends, holidays, bad weather days, and other days shall be included in the unit prices for the equipment.

All traffic control devices shall be placed under the supervision of a Traffic Control Supervisor. Failure to have a

- f Date and time traffic control devices were placed
- g Clearly printed name and signature of City personnel responsible for accepting devices at job site. If City personnel are not at the job site, a signature of responsible City person shall be obtained within 24 hours. In no case will traffic control invoices be paid for unsigned or altered logs.
- h All modifications made, to include moving devices, adding additional devices, taking devices away. The City personnel requesting each modification shall also be identified.
- l Date and time of request for removal
- j Date and time traffic control devices are to be removed
- k Name and department making request for removal
- l Date and time traffic control devices are removed
- m Name of person making log entries
- n T C S and flagger hours
- o A tabulation/spreadsheet showing daily quantities may be required by some Project Managers for projects longer than 2 calendar day duration. This sheet shall be signed by the TCS and City Representative and shall be writing

A permanent log for each weekend and after-hour service call will be maintained and submitted with monthly billings. The service call log shall contain the following information:

- a Date and time of service call
- b Location
- c Name of person performing the call
- d Services performed (i.e., barricade lights checked, light changed, cones replaced, cones straightened, etc.)
- e T C S and flagger hours

Invoices shall contain information items c, d, e, f, g, h, l, j, and o from the log sheets in legible form. Separate invoices by project shall be provided. All invoices and log sheets shall be sent by the Contractor, in duplicate, to the Accounting department or to the Department of the City. Invoices not containing all required information will be returned to the Contractor and not paid until completed.

Questions regarding invoices shall be answered promptly and professionally. The Contractor shall respond to individual replies as required. Departments which request additional information on their invoice forms. All billing problems will be brought to the attention of the accounting staff immediately upon discovery.

All bills shall be submitted within 15 days after notification to pickup traffic control devices. For projects lasting longer than 30 days, bills will be submitted every 30 days and within 15 days of the end of the 30 day period. Bills not submitted within 15 days will incur a penalty of 15% of the invoice total unless the Project Manager, in his discretion, determines that the delay was caused by circumstances beyond the control of the Contractor. Bills not submitted within 30 days will incur a penalty of 30% of the invoice total unless the Project Manager, in his discretion, determines that the delay was caused by circumstances beyond the control of the Contractor. Payment will be made within 30 days after verification of billing charges.

#### Section K Contractor Responsibility for Work

The Contractor shall be responsible for all damages, loss or injuries that occur as a result of the fault or negligence of said Contractor or his employees in connection with the performance of this work. The Contractor is to place all traffic control devices to meet or exceed the standards set forth in the most current City of Fort Collins Work

Area Traffic Control Handbook The Contractor shall not be expected to compromise this responsibility The Contractor should contact the City Traffic Control Manager if such an occasion should occur

The Contractor shall furnish sufficient Traffic Control Supervisors, flag people and working personnel capable of promptly accomplishing all service requests according to the terms of this contract The Contractor's employees shall conduct themselves in a proper and efficient manner while performing services for the City of Fort Collins The City reserves the right to reject personnel for cause, and the Contractor shall replace these individuals promptly at the City's request

#### Section L Monthly Report

Upon request the contractor shall provide monthly written reports of the total number of calls received per day, as well as the general nature of the calls, i e , number of barricades placed, location and when removed

#### Section M Insurance Coverage

During the term of this contract, insurance coverage in the amount of \$500,000 combined single limit, bodily injury and property damage shall be maintained by the Contractor, see Exhibit B A certificate of insurance providing such coverage shall be presented to the City at the time the Services Agreement is signed by the Contractor

#### Section N Termination

This Contract and all associated purchase orders may be terminated by the City, upon fifteen (15) days written notice

The City shall have the ability to bid traffic control for any selected projects separately, if it is in the City's interest

#### Section O Pricing Structure

The cost for setting up equipment, modifying equipment, and maintaining equipment during authorized days shall be included in the Contract Unit Price for Traffic Control Supervisor per day and per hour

The cost for Traffic Control Devices, shall include delivery, rental, and pickup The cost for setting up equipment, modifying equipment, and maintaining equipment will be paid for under the contract unit price for TCS as described above

If a TCS(s) is used for an authorized day(a day is 10 hours), but not for the entire day, the TCS(s) shall be paid at the contract unit price for "Traffic Control Supervisor" at the per hour rate

The quantity to be measured for flagging will be the total number of hours that flagging is actually used as authorized Hours of flagging in excess of those authorized shall be at the Contractor's expense Flagger breaks shall be included in the Contract Unit Price for Flagging The method for covering flagger breaks shall be approved by the City Representative

Flagging outside of the construction work hours will not be paid for under the terms of this contract unless authorized Flagger stand-by time will not be paid

In locations where traffic control is set up and the work is not performed due to Traffic Control Contractor caused delays, the traffic control shall not be paid for under the terms of this contract. The costs for advance warning "NO PARKING" signs for periods in excess of 24 hours prior to the advancement of work, including those instances when said signs have been changed or otherwise updated to reflect current schedules, will not be paid for under the terms of this contract unless authorized by the City in writing. In addition, the Owner shall deduct from compensation due the Contractor \$10.00 for each traffic control device per day, including "NO PARKING" signs, for said conditions.

Payment shall be full compensation for furnishing, erecting, maintaining, moving, removing and disposing of construction traffic control devices necessary to complete the work. All construction traffic control devices which are not permanently incorporated into the project will remain the property of the Contractor.

Payment shall be made for the maximum number of each type of traffic control device being used at one given time per day. The accepted quantities will be paid for at the contract unit price for each of the pay items listed in the Bid Schedules.

The initial manufacturing will be paid for Specialty Signs per unit and the actual use paid for under the appropriate unit cost for Size A or Size B sign. This item shall apply to new signs only. Once manufactured, they may be used throughout the project. Upon completion of the work, the Specialty Signs shall be returned to the Contractor.

Flagger hand signs will not be measured and paid for separately, but shall be included in the work. The flaggers shall be provided with electronic communication devices when required. These devices will not be measured and paid for separately, but shall be included in the work.

The cost of batteries, electricity and/or fuel for all lighting or warning devices will not be paid for separately but will be considered subsidiary to the item. Sand bags will not be measured and paid for separately, but shall be included in the work.

The Contractor may provide larger construction traffic signs than those typically used in accordance with the MUTCD, if approved, however, payment will be made for the typical panel size.

The City shall not be responsible for any losses or damage due to theft or vandalism.

#### Section P Liquidated Damages

Liquidated damages at an hourly rate of \$200/hour, may be assessed and back billed to the Contractor as stated in Section D for downtime incurred due to negligence of the Contractor in placement of traffic control devices resulting in shut-down of job sites.

Material shall be removed from City right-of-way within 24 hours. City dispatch logs will be used to confirm proper removal and pick-up time frames are met, failure to conform can result in back charging of daily rental rates per day for each device remaining after notification.

It shall be recognized by and between the parties hereto that the City will suffer certain unspecified damages in the event service is not provided in accordance with the terms of the proposal, and the signed Services Agreement. In recognition of the difficulty of ascertaining the actual damages to be sustained by the City, the parties shall agree that the assessment of liquidated damages shall be appropriate. In the event the project is not



completed within the specified time, there shall be assessed against the Contractor, and the Contractor shall authorize the City to retain from monies due the Contractor, based on the following schedule

1 If the Contractor fails to respond to service requests within two (2) hours for all locations, the City will deduct \$200 00 per offense from payment as liquidated damages or have the authority to call in another contractor. Emergency response time shall be 30 minutes, if response time is not met the City will have the authority to call in another contractor.

2 The City reserves the right to assess liquidated damages in the amount of \$10 00 per day for each day per each barricade when barricades are not removed after notification as set forth in Section C of Exhibit A. In no event shall liquidated damages exceed the sum of Five Thousand Dollars (\$5,000 00) during the term of this Agreement.