

REQUEST FOR BIDS



To be provided to the

TOWN OF SUPERIOR

For work associated with

2019 Traffic Signal Maintenance

And Additional Work Services

PW-2018-06

December 20, 2018

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PART I - INVITATION TO SUBMIT BIDS

WORK: 2019 Traffic Signal Maintenance and Additional Work Services

SUBMITTAL DATE AND LOCATION:

Date of Request: December 20, 2018

Due Date for Bids: January 8, 2019 by 11:00 A.M.

Submit one original of the Bid to: Alex Ariniello
Public Works Director
Town of Superior
127 E. Coal Creek Drive
Superior, CO 80027

PART 2 – REQUEST FOR BIDS

The Town of Superior requests Bids for:

The routine maintenance of eleven (11) traffic signals and one (1) pedestrian signal along with additional services associated with the maintenance of these devices. This will be an annual contract to be in effect from January 1, 2019 through December 31, 2019 with options for renewal for three (3) additional consecutive terms. Specific services are described in more detail in Part 4 of this Request for Bids.

One original of the Bid must be received at the reception desk of Town Hall, 124 E. Coal Creek Drive, Superior, CO 80027, **on or before 11:00 A.M. on January 8, 2019.** There is no charge for copies of the Request for Bids packet.

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 Town Manager.

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 No Bid may be withdrawn for a period of sixty (60) days after the deadline set for receipt of the Bids.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 Director at alexa@superiorcolorado.gov.

Alex Ariniello
Public Works Director

PART 3 - INSTRUCTIONS TO BIDDERS

- 3.1 A "Bid" is a responsive, conforming, unconditional, complete, legible, and properly executed offer by a Bidder on the form supplied by the Town to provide the services specified in the Request for Bids for the compensation specified.
- 3.2 Bids shall be clearly marked with the project name, contact person, mailing address, and telephone number of the Bidder.
- 3.3 It shall be the responsibility of the Bidder to ensure that the Bid is in proper form and in the Town's possession by or before the time and date designated in the Request for Bids. Bids will not be accepted after the designated time and date. Any Bids received late will be returned to the Bidder unopened, if possible.
- 3.4 If a mistake is made or discovered during or after the Bid review, the Town reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the Town, in its sole reasonable discretion, shall decide whether to accept or reject the Bid. No advantage shall be taken by any party of manifest clerical errors or omissions in any Bid, the Request for Bids, or the Contract Documents. Bidders shall notify the Town immediately of any errors or omissions that are encountered.
- 3.5 Any interlineations, alteration, or erasure shall be initialed by the signer of the Bid. On the Bid, the price of each item shall be stated in numerals and words; in case of conflict, the words shall control. In the case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
- 3.6 The Town shall not reimburse any Bidder for any cost incurred in preparing a Bid or attending equipment demonstrations, inspections, pre-bid conferences, or interviews.
- 3.7 Any amplification, clarification, explanation, interpretation, or correction of a Bid shall be made only by written addendum, and a copy of the addendum shall be mailed or delivered to each person receiving a Request for Bids. The Town is not responsible for any amplification, clarification, explanation, or interpretation or correction of a Bid not contained in written addenda.
- 3.8 Bids by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown. Bids submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be shown. Bids submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be shown. Names and titles shall be typed or printed below each signature.
- 3.9 The following information shall be submitted with the Bid:

- a. A complete Bid Form and Bid Sheet for all work as described in the Request for Bids. The Bidder is expected to review the streets and areas involved prior to submittal of the Bid.
 - b. A completed Potential Bidder's Qualifications form and all specific information listed.
- 3.10 The submission of a Bid shall be conclusive evidence and a legal admission that the Bidder: (1) has no questions, complaints, or objections in connection with the Contract Documents, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction; (2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the Bid; and (3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the Contract Documents, the site and conditions of delivery, the Superior Municipal Code, and other applicable law.
- 3.11 The project will be awarded to the most responsible and responsive Bidder complying with the terms and conditions, guidelines, and specifications presented in the Request for Bids and these Instructions to Bidders. The Town reserves the right to determine, in its sole discretion, whether any Bid meets the needs or purposes intended and is within the approved budget. The Town does not base its award on price alone. Also to be considered are: quality of services; past experience with the Bidder; qualifications of the Bidder and/or subcontractors; services offered; equipment capability; maintenance considerations; long-range costs, delivery; and similar conditions. Bids will be evaluated in the following areas:

3.11.1 Project Understanding and Approach

- a. The organization of the project team and the role of each team member; include the person(s) responsible for interfacing with the Town's personnel.

3.11.2 Bidder's Experience and Team

- a. Project Experience - Submit detailed information on project team's prior experience on service contracts of this type and scope.
- b. Detailed information on each team member's experience in traffic signal maintenance along with detailed information on the equipment to be used in performing the requested services.

3.11.3 Scope of Services

This section must include a statement that the team has the capability and personnel to adequately maintain the Town's traffic signals and other signal equipment in accordance with enclosed services descriptions and signal list.

3.11.4 Cost Bid

- a. Bidders are to provide fees as described in Part 4 - Service Descriptions and Bidder's Scope and summarized in Attachment A – Bid Form and Bid Sheet.
 - b. Mileage will not be paid as an extra, and must be included in the bidder's bid. No fuel surcharges will be paid as extras. All fuel costs are to be included in the contract costs.
 - c. Annual Costs Renewal Option will not exceed the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U) in the Denver-Boulder-Greeley area.
- 3.12. The Town reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid to establish the experience, responsibility, reliability, references, reputation, qualifications, and/or financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the Town that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Contract Documents in the prescribed manner and time.
- 3.13. The Town reserves the right, if it deems such action to be in its best interests, to reject any and all Bids or to waive any irregularities or informalities therein. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Bid. If Bids are rejected, the Town further reserves the right to investigate and accept the next best Bid in order of ranking, or to reject all Bids and re-solicit for additional Bids.
- 3.14. No Bid shall include federal excise taxes or state or local sales or use taxes.
- 3.15. In the event of any claim, suit, or demand which may result from any Bid submitted hereunder, or the award of any contract as a result of submission of a Bid, Colorado law shall govern any such claim, suit, or demand and the rights and duties of the parties.
- 3.16. One original of the Bid, including all required documents, shall be submitted using the enclosed forms. Attachment A shall be used for submitting the fees. The Potential Bidders Qualifications are to be submitted with the fee exhibits.
- 3.17. Any Bid received as a result of this request is prepared at the Bidder's expense and becomes Town property and is therefore a public record upon opening by the Town. No Bid may be withdrawn for a period of sixty (60) days after the deadline for Bids.

PART 4 - SERVICES DESCRIPTION AND BIDDER'S

SCOPE 4.1 SERVICES DESCRIPTION

Services to be performed are described in Exhibit "A" – 2019 Traffic Signal List, and Exhibit "B" – Requirements and Procedures

EXHIBIT A
2019 TOWN OF SUPERIOR SIGNAL LIST

Vehicle Intersections:	Coalton Road & Indiana Street Coalton Road & Rock Creek Circle Coalton Road & Rock Creek Parkway McCaslin Boulevard & High Plains Avenue McCaslin Boulevard & Rock Creek Parkway McCaslin Boulevard & SH-170/Marshall Road McCaslin Boulevard & US 36 (N) McCaslin Boulevard & US 36 (S) Rock Creek Parkway & Indiana Street SH-170/Marshall Road & Center Drive SH-170/Marshall Road & Sycamore Street
Pedestrian Signal:	88 th Street, south of US 36

EXHIBIT B

REQUIREMENTS AND PROCEDURES

CONTINUOUS SERVICE:

Continuous maintenance and emergency service shall be provided by the Contractor on a twenty-four (24) hour, three hundred sixty five (365) day per year basis for the entire contract award period. The Contractor shall provide and maintain twenty-four (24) hour continuous, one number telephone answering service and the Contractor shall be considered notified when the information is given to the answering service. All changes in the telephone number shall be preceded by a written notice to the Town not less than (1) week prior to the date of the change.

SERVICE PERSONNEL REQUIREMENTS:

The Contractor shall have present, during any repair and/or maintenance work, sufficient and qualified personnel to properly perform the work. All services provided by the Contractor shall be supervised by an I.M.S.A. Certified Level III Traffic Signal Technician or approved combination of certifications and experience. All electronics lab work shall be supervised by an I.M.S.A. Certified Level III Bench Technician or Certified Electronics Technician.

All I.M.S.A. qualifications shall be maintained throughout the contract period with verification of certification being provided to the Town within 72 hours of request by the Town.

SERVICE EQUIPMENT:

The Contractor shall maintain a fleet of service trucks which shall be capable of providing accessibility to the location of the work and rapid maintenance and/or repair as necessary. The number of service trucks required shall be determined by the accessibility of service trucks as related to other types of projects and/or contracts that Contractor may presently, or in the future, engage, which would affect the performance necessary to complete this Scope of Services. The minimum required vehicles shall include; one primary and one backup emergency service truck; one 50' bucket truck; and one derrick/digger truck. Each shall be equipped with either mobile telephone or two-way business radio licensed to Contractor, and shall have amber rotating beacons or strobes. Amber beacons or strobes shall be visible from 360 degrees. Each vehicle shall be clearly identified with the Contractor's name and telephone number.

ADDITIONAL REPAIRS:

During the course of maintenance or surveillance, Contractor is expected to watch for and make other signal repairs that may be needed. However, if a situation is observed that requires repair, and may be billed to the Town, written approval by the Town is required prior to beginning those repairs, except for repairs of an emergency nature.

WORK ORDERS:

Signed proposals and work orders shall be notices to proceed. A signed proposal or work order shall be issued to Contractor prior to the start of extra work except for emergency repairs.

MAINTENANCE OF TRAFFIC:

All street detours, partial or complete, shall be approved by the Town. All construction and maintenance operations which may create hazards to vehicles, pedestrians, or the workers shall require traffic control devices as specified by FHWA and the MUTCD, as required by the Town.

ADDITIONAL TRAFFIC SIGNAL LOCATIONS:

As additional traffic signals are accepted by the Town, those locations may be added to this Scope of Services by written order of the Town at established prices in this Agreement. Billing for each additional location will begin the first full month after the location is added. An acceptance inspection of the location shall be performed by the Town and Contractor prior to adding a new location to this Scope of Services.

INVENTORY OF MATERIALS AND PARTS:

It shall be the responsibility of Contractor to stock materials and parts as may be needed for normal repair of the traffic control equipment. In addition, Contractor shall stock the necessary controllers, poles, signals and parts necessary to restore an intersection to an operating condition on an emergency basis.

REPLACEMENT OF MATERIALS, PARTS, OR UNITS:

All materials, parts, and units used in the course of performing traffic signal maintenance and/or repair shall be supplied by Contractor except as directed otherwise by the Town. Materials used by the Contractor for performing extra work shall be billed to the Town at Contractor's cost, plus 15%, provided that the Town has approved such cost in writing in advance.

OTHER CONTRACTORS:

The Town will notify Contractor in writing when any other contractor is scheduled to do any work at the locations covered under this Scope of Services. The said location(s) will temporarily be removed from the Scope of Services until the other contractor's work has been accepted by the Town at which time the location will be reinstated.

MAINTENANCE, EXTRA WORK TECHNICAL SPECIFICATIONS

GENERAL DEFINITIONS:

The term "TRAFFIC CONTROL EQUIPMENT" as used in these documents refers to all materials, parts, units, devices and controls used to equip a device which controls, warns, advises or detects vehicular and/or pedestrian traffic by means of any device which is electrical, electro-mechanical, electronic or other means and includes all individual parts, unit assemblies and controls to achieve the means to control, warn, advise or detect a vehicular or pedestrian movement.

ANNUAL PREVENTIVE MAINTENANCE (APM):

Annual preventive maintenance shall be done on an annual basis and completed at each traffic signal location.

The following shall be completed:

1. **Documentation:**

Contractor shall permanently attach on the inside of each cabinet a plastic envelope, which shall contain at least the following information: cabinet prints, phasing diagram, intersection layout sketch, controller, current timing plans and coordination data sheets.

2. **Cabinet:**

Contractor shall: clean cabinet and components thoroughly, replace disposable filters, clean permanent filters, lubricate locks and hinges, check door seals and re-caulk if necessary; check cabinet paint; and check and, if necessary, repair the thermostat and fan, cabinet light and convenience outlet. In cases of infestation by mice, Contractor shall notify the Town, take appropriate safety precautions and immediately remove nesting material and debris. Additional actions shall be taken as necessary to limit the possibility for future infestation.

3. **Wiring:**

Contractor shall identify and tag all field wires, indicating phase and direction. All detector lead-ins shall be properly grounded. All wiring shall be neatly arranged in the cabinet and connections shall be checked.

4. **Cabinet Switches:**

All switches in police door and inside the cabinet shall be checked by Contractor for proper operation; repairs shall be made if necessary. These switches include flash, on/off, stop time, detector test and manual control. Flash transfer relays and associated contacts shall be inspected and replaced if necessary.

5. **Controller:**

Contractor shall check all controller settings against what is stated on the data sheet and immediately report any discrepancies to the Town; check all indicator lamps, LEDS and LCDS for proper operation; check all clearance intervals with a stopwatch; observe

dynamic operation, insuring all functions to be operating properly; and check back-up batteries if applicable.

6. **Conflict Monitor / MMU:**

Contractor shall: check voltage monitor operation by turning off, or disconnecting, controller; check red fail operation by removing a load switch or flash transfer relay; and check for conflicts and conformance to NEMA specifications. Computerized testing using an ATSI approved tester may be performed at the Town's request and charged as per unit pricing. Computerized test results shall include monitor location, manufacturer, model, serial number, tests completed, and test date. The technician shall review these results and check for conformance with tester standards. Copies of test results shall be left in the cabinet.

7. **Coordination:**

Contractor shall: check telephone lines, interconnect, and all associated equipment for proper operation; check for proper controller manipulation by use of holds, force off, max 2; check all settings per data sheet; check clock on coordination equipment and reset if necessary; and check back-up batteries.

8. **Preempt:**

Contractor shall: test emergency vehicle preempt for proper operation, with test switch or by removing or jumping input as required; and check Opticom equipment by use of emitter from proper distance.

9. **Detection:**

Contractor shall check for proper operation of all vehicle detection.

Loop Detection – Contractor shall: check all loop and microloop splices and re-splice and re-seal connections as necessary; check detector amplifier settings (vary frequency to prevent cross talk); re-tune if necessary and observe operation; check, extend and delay functions if applicable; check pavement for problems which may accelerate loop failure; reseal loops within pavement as necessary; and report all pavement failures to the Town.

Video Detection – Contractor shall: check cameras for proper alignment; check video quality; and clean cameras and make adjustments as necessary.

Radar Detection - Contractor shall: check radar units for proper alignment; check detection zones and make adjustments as necessary; perform manufacturer's recommended preventive maintenance procedures.

10. **Signal Heads:**

Contractor shall: check all signal heads for proper height and alignment; check for damaged housings, lenses, reflectors, visors, burned out bulbs or LEDs and worn mounting hardware; and report problems to the Town.

11. **Poles:**

Contractor shall: check poles for damage, need of paint; check for missing hand-hole

covers, nut covers or missing nuts and replace if necessary; check alignment and general conditions; check pole bases for grout condition report any problems to the Town.

12. **Mast arms:**

Contractor shall: check mast arms for damage, need of paint, alignment and general condition; check illuminated LED street name sign; report any problems to the Town; check for missing or damaged hardware and covers; and replace if necessary.

13. **Span-wire:**

Contractor shall: check all top and bottom span-wires for excessive slack, sag, damage, fraying and proper height, adjust as necessary; check all eyebolts, strand vices, hangers, hardware, signs, etc. for damage or excessive wear; and report problems to the Town.

14. **Pull-boxes:**

Contractor shall: check all pull-boxes for missing or broken lids and replace if necessary; check for proper height; and check wiring in all pull-boxes, re-splice and re-seal connections as necessary.

15. **Push-buttons:**

Contractor shall: check all pedestrian signs; check pedestrian push buttons for proper operation, secure mounting, proper location and general condition; and repair as necessary.

16. **Voltage and Current Readings:**

Contractor shall check and record the controller +24VDC, total intersection current and the A.C. line voltage.

17. **Annual Inventory:**

Contractor shall provide a written copy of the inventory of each location to the Town. Contractor shall provide the appropriate information regarding the items listed on the intersection inventory sheet.

18. **Repair Report:**

All hazardous conditions shall be corrected immediately. Contractor shall supply the Town with a detailed report of work done and work required for each location at which an Annual Preventive Maintenance has been completed.

QUARTERLY PREVENTIVE MAINTENANCE (QPM):

Quarterly preventive maintenance shall be done on a quarterly basis and completed at each traffic signal location. A Quarterly Preventive Maintenance shall not be scheduled or performed at locations during the quarter for which an Annual Preventive Maintenance is scheduled.

Payment shall be executed after completion of an operation check of the following:

- | | |
|--------------------------------------|-----------------------------|
| 1. Cabinet Fan | 7. Vehicle Detectors |
| 2. Controller/Coordination Operation | 8. Signal Indications |
| 3. Conflict Monitor Indications | 9. Signal Alignment |
| 4. Flasher Circuits | 10. Pedestrian Push Buttons |

- | | | | |
|----|------------------|-----|---------------------------|
| 5. | Signal Timing | 11. | Remove Graffiti/Tape |
| 6. | Time Base Clocks | 12. | Remove Unauthorized Signs |

REPAIRS:

All hazardous conditions shall be corrected immediately. A worksheet documenting all work done and work required along with a timeline for completion for each location shall be submitted.

ANNUAL LIGHT BULB CHANGE:

Contractor shall replace all incandescent signal light bulbs at each traffic signal location annually, with costs to be charged per "Unit Cost" schedule. Contractor shall replace all burned out bulbs at no cost to the Town for the duration of this Agreement. Reported burned out bulbs shall be replaced by the end of the following working day.

UN-SCHEDULED AND EMERGENCY REPAIRS:

All malfunctions of a controller and its auxiliary equipment shall be considered an emergency unless otherwise identified by the Town. Equipment malfunctions or damage, which, in the opinion of the Town, constitutes a serious hazard or inconvenience to the public shall be considered an emergency. Such malfunctions or damage may include, but not necessarily be limited to, situations where:

1. All red indications are out including bulbs, lenses or LEDs, for any one traffic movement;
2. Signal heads give conflicting indications to any intersection approach;
3. A signal has been knocked down;

Contractor shall undertake each such emergency repair no later than one hour after the Town notifies Contractor of the emergency. In instances of un-scheduled repairs that are not of an emergency nature, such repairs shall be undertaken at the site within one working day, or other Town-approved schedule, after the Town notifies Contractor of the needed repair. Contractor shall be entitled to charge Town for a minimum of one hour for the labor and equipment actually used to make any such repair in the event that the repair work takes less than one hour to complete. In the event that the repair work exceeds one hour, the additional time shall be charged in one-half hour increments. The minimum of one hour for labor and equipment does not apply to Scheduled Preventive Maintenance and extra work. The Town shall pay Contractor for the materials, parts and supplies actually used by Contractor in making any such repair pursuant to this Agreement.

EXTRA WORK:

The term "extra work" shall be understood to mean and to include all work that may be required by the Town which is not preventive maintenance or unscheduled and emergency repair work. Examples of extra work may include, but not be limited to, the following:

1. Modifications to an existing signalized intersection. This would typically describe intersection reconstruction requiring the relocation of all or part of the existing signal

equipment. This would also include the installation of signal equipment not presently found at an existing signalized intersection. (Example: The installation of loop detectors on an approach with no existing detection).

2. Installation of equipment and/or materials for a new signal installation location, either complete or partial.
3. Changes in signal timing.
4. Painting of mast-arms, span-wire poles, control cabinets, signal heads and visors.
5. Installation of School Speed Limit Flashers and warning beacons.

TIME AND MATERIALS PROPOSAL:

For any installations or extra work, Contractor may submit a proposal for acceptance or rejection by the Town. The proposal shall include estimated time, equipment and materials. If the proposal is accepted in writing by the Town, the installation or extra work would be performed by Contractor on a time and materials basis for a price not to exceed that set forth in the proposal. Changes by the Town which occur after the proposal has been submitted will be considered as changes to the proposal.

ATTACHMENT A

BID FORM AND BID SHEET

In compliance with the Request for Bids, and subject to all conditions thereof, the undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item, if this Bid is accepted within sixty (60) days of the due date. The undersigned also agrees to make delivery, or render service, within ten (10) days of receipt of the Notice to Proceed. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Name of Bidder: _____

Address: _____

Telephone Number: _____ E-Mail _____

BID AND BID SUMMARY

Item Number	Item Description	Quantity	Monthly Rate	Total Monthly Cost	Total Annual Cost
1	Traffic Signals	11			
2	Pedestrian Signals	1			
Items 1 - 2, Total					

The monthly cost includes three (3) Quarterly Maintenance procedures, one (1) Annual Maintenance procedure for each traffic signal and pedestrian signal; and monthly retainer.

Extra Work Rate Schedule

<u>Vehicle Equipment</u>	<u>Hourly Rate</u>
Bucket Truck	\$ _____
Boom/Digger Truck	\$ _____
Compressor	\$ _____
Pickup Truck	\$ _____
Maintenance Van	\$ _____
Front End Loader	\$ _____
Backhoe/Trencher	\$ _____
Dump Truck	\$ _____
Saw Truck	\$ _____
Mole	\$ _____

Personnel

Supervisor	(IMSA Level II Electrician)	\$ _____
Foreman	(IMSA Level II Electrician)	\$ _____
Tech II	(IMSA Level II Technician)	\$ _____
Tech I	(IMSA Level I Technician)	\$ _____
Master Electrician		\$ _____
Operator		\$ _____
Laborer		\$ _____
Engineering		\$ _____

Note: IMSA Certifications listed are minimums required for each personnel category. No IMSA certification is required for Master Electrician, Operator, Laborer, or Traffic Engineer.

Unit Costs

6 x 40 Detector Loops	(In Asphalt)	\$ _____
6 x 40 Detector Loops	(In Concrete)	\$ _____
Annual Bulb Change	(Per Bulb)	\$ _____
Computerized Conflict Monitor/ MMU Testing	(Per Intersection)	\$ _____

Signature _____

Name _____
(printed or typed)

Title _____
(printed or typed)

(SEAL)

ATTEST: _____
Secretary

ATTACHMENT B
SAMPLE AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibits A and B**, 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. Initial Term. This Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2019 (the Initial Term). Contractor shall commence work as set forth in the Scope of Services, and except as may be changed in writing by the Town, the Scope of Services shall be completed and Contractor shall furnish the Town the specified deliverables as provided in the Scope of Services.

B. Adjusted Bid Schedule. On or before November 1 of each year that this Agreement is in effect, Contractor shall deliver to the Town a copy of the price breakdown set forth in the Bid Schedule adjusted as follows (the "Adjusted Bid Schedule"):

- (1) The prices set forth in the Bid Schedule for the initial year of this Contract shall constitute the Base Prices.
- (2) The Base Prices may be adjusted in an amount not to exceed the percentage change (up or down) of the Consumer Price Index for All Urban Consumers (CPI-U)

in the Denver-Boulder-Greeley area from the most recent non-seasonally adjusted data available for aforementioned index on the Effective Date to the most recent non-seasonally adjusted data available for the index on July 1 of the year in which the Adjusted Bid Schedule is delivered to the Town.

By way of example only: If the most recent data available for the CPI-U for the Denver-Boulder-Greeley area shows an index of 213.9 for June 30th of the previous year and if the most recent data available for June 30th of the current year shows an index of 221.5, the increase is 3.6 percent. As such, the amounts on the Adjusted Bid Schedule may be increased by no more than 3.6 percent.

C. Termination. The Town may terminate this Agreement by providing Contractor with 60 days advance written notice. In such case, the Town shall pay Contractor for all work previously authorized and completed prior to 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 as set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.

CV. 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 one million dollars (\$1,000,000) each occurrence and two million dollars (\$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 thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

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

VIII. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury,

sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

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

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of

an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

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

X. MISCELLANEOUS

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

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

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

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

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States 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 hereto, 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 or 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.

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

**ATTACHMENT C
POTENTIAL BIDDER'S QUALIFICATIONS**

The Undersigned certified under oath the truth and correctness of all statements and/or all answers to questions made hereinafter.

Submitted to: **Alex Ariniello
Town of Superior
124 E. Coal
Creek Dr.
Superior, CO
80027
303-499-3675**

Submitted by:

Name _____

Address _____

City, State, Zip _____

Phone _____

Principal Office _____

Specific Information Required

To be considered, please submit the following information:

1. Background of your company:
 - a. Size, number of vehicles, types and ages of vehicles in fleet.
 - b. Years company has been in service.

2. Company experience as it relates to:
 - a. Traffic Signal Maintenance on public streets

3. A listing of municipalities, special districts and/or organizations for which your company currently provides services. Include the date service was initiated.

4. Identify the person that will be responsible for oversight of service, along with the qualifications of that person.

5. Provide a list of all support personnel involved in providing service to the Town of Superior

6. Provide a list of five (5) relevant business references that may be contacted by the Town.

7. Bid pricing as per the attached Bid Sheet