



**REQUEST FOR BIDS**

**RFB-21-12**

**BID DUE DATE: THURSDAY, OCTOBER 21, 2021 BY 2:00 P.M.  
OUR CLOCK**

**ON-CALL TRAFFIC SIGNAL AND STREET/PEDESTRIAN LIGHTS  
MAINTENANCE & REPAIR SERVICES**

**SUBMIT BIDS TO:**

**BIDS@ci.wheatridge.co.us**  
City of Wheat Ridge  
Thomas Ellison  
Procurement Division

**DOCUMENTS PREPARED BY:  
PUBLIC WORKS/OPERATIONS  
PROCUREMENT DIVISION**

**IMPORTANT: PLEASE READ ENTIRE DOCUMENT**  
Per the attached specifications, terms and conditions.

**PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT**

# TABLE OF CONTENTS

COVER PAGE.....	1
TABLE OF CONTENTS .....	2
ADVERTISEMENT .....	3
SPECIFICATIONS .....	4
BID SUBMISSION.....	5
EVALUATION AND AWARD .....	5
ANTICIPATED SCHEDULE.....	6
INSTRUCTIONS TO BIDDERS .....	8
<b>FORMS</b>	
BIDDER INFORMATION FORM.....	10
CERTIFICATE OF WORKER WITHOUT AUTHORIZATION FORM .....	11
NON-DISCRIMINATION ASSURANCE FORM.....	12
NON-COLLUSION AFFIDAVIT.....	13
CONTRACTOR'S QUALIFICATION FORM .....	14
SAMPLE AGREEMENT.....	16
INSURANCE REQUIREMENTS.....	17
<b>ATTACHMENTS</b>	
ATTACHMENT A – TRAFFIC SIGNAL SCOPE OF WORK .....	21
ATTACHEMENT B – LED STREET & PEDESTRIAN LIGHT SCOPE OF WORK .....	27
ATTACHMENT C – PRICE SCHEDULE .....	30

**ADDENDUM** (if applicable)

**ADVERTISEMENT FOR BIDS  
RFB-21-12  
ON-CALL TRAFFIC SIGNAL AND STREET/PEDESTRIAN LIGHTS MAINTENANCE & REPAIR  
SERVICES**

**Bid Due Date:** THURSDAY, OCTOBER 21, 2021, **BY 2:00 P.M. OUR CLOCK**

**Project Overview:** The City of Wheat Ridge Public Works Operations Division is seeking to contract on-call traffic signal and street/pedestrian lights maintenance and repair services for the signalized intersections, pedestrian light poles and street light poles throughout the City. This system consists of 38 intersection vehicle signals and 6 mid-block pedestrian signals. The lighting system consists of approximately 150 pedestrian and 40 street light poles, all with LED fixtures. The estimated budget is \$60,000. Anticipated start date is November 2021. This is a multi-year term contract.

**Minimum Requirements:** Awarded firm must obtain a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge. Qualified contractors must demonstrate experience in similar scope of work. This service requires compliance with the Worker without authorization Provisions of CRS8-17.5-101 and Title IV Regulations at 49 CFR Part 21 (non-discrimination assurance).

**Deadline for Questions:** Thursday, September 30, 2021 – 2 p.m. **Send questions to [tellison@ci.wheatridge.co.us](mailto:tellison@ci.wheatridge.co.us)**

**Proposals Due:** THURSDAY, October 21, 2021 BY 2 P.M. OUR CLOCK. **THERE IS NO PUBLIC OPENING.** Late receipt of bids will not be considered regardless of postmark. It is the responsibility of the offeror to ensure the proposal is received in the Purchasing Office on or before the due date and time.

**Submit to:** [BIDS@ci.wheatridge.co.us](mailto:BIDS@ci.wheatridge.co.us)  
City of Wheat Ridge Municipal Building  
Attn: Thomas Ellison

**The City only accepts proposals by email.**

**Mark submittals:** (Company Name) RFB-21-12 ON-CALL TRAFFIC SIGNAL AND STREET/PEDESTRIAN LIGHTS MAINTENANCE & REPAIR SERVICES

**Comments:** All proposals must be submitted as pdf documents. No proposals will be accepted after the due date and time. Proposals received after the specified opening time will be filed unopened. The City of Wheat Ridge reserves the right to reject any and all qualifications or any part, and to waive any formalities or informalities to make an award in the best interest of the City.

**Bid Documents:** Official documents are available on the Rocky Mountain ePurchasing System (RMEPS) website, a division of BIDNET – [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com), and on the City website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us). Project updates and awards will be posted on the City website.

**Point of Contact:** Thomas Ellison, Procurement Coordinator, [tellison@ci.wheatridge.co.us](mailto:tellison@ci.wheatridge.co.us) (email preferred method of communication), or phone 303-235-2885. Do not contact the requesting department or any member of the selection committee.

**Publish Dates:**

Thomas Ellison, Procurement Coordinator

RMEPS & City Website September 16, 2021

**CITY OF WHEAT RIDGE**  
**RFB-21-12**  
**ON-CALL TRAFFIC SIGNAL AND STREET/PEDESTRIAN LIGHTS**  
**MAINTENANCE & REPAIR SERVICES**

**I. INTRODUCTION**

**A. General**

The City of Wheat Ridge (the “City”) Municipal Building is located in the northwest area of Denver metropolitan, 7500 W 29<sup>th</sup> Avenue, Wheat Ridge, CO 80033. The City’s area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The Gold Line provides light rail service to Wheat Ridge stopping at the intersection of Tabor and Ridge Road. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight council members, city manager and mayor form of government.

**B. Background**

The City has previously contracted for these on call traffic signal maintenance services and is adding street and pedestrian lights to the on-call maintenance and repair requirement. The agreement is due to expire September 2021. Visit the city website for information on multi-year agreements, vendors, and contract expiration dates.

The estimated budget is \$60,000.

**C. Objectives**

The purpose of this RFB is to contract with a qualified individual or firm to seek and procure goods and/or services to furnish complete on-call traffic signal street/pedestrian maintenance, upgrades, unscheduled and emergency repair service. Service shall include furnishing all labor, tools, equipment, personnel and traffic control necessary to provide the services as described in the bid documents. All work shall be performed in accordance with CDOT standards and technical specifications. Bid per the specifications or equal. Equal must meet or exceed specifications. Intent is to award to one vendor. Vendor(s) must provide 24-hour response time if required. FOB destination (freight included). Response time is critical. All applicable State of Colorado and Federal laws, City and County ordinances, licenses, permits and regulations shall apply to this award and the duration of the agreement. Upon award, orders will be placed on an as-needed basis.

DESCRIPTION. Term shall be for one (1) year with the option to renew for four (4) one-year periods.

**II. SPECIFICATIONS/ STATEMENT OF WORK**

**A.** The actual services to be performed will be determined by the City to include but not be limited to the following areas:

- Maintenance, repair and emergency services to City owned traffic signals and street and pedestrian light poles and LED fixtures. This may be scheduled or unscheduled.
- Additions and/or modifications to the traffic control equipment serviced under this contract.
- Painting and/or repair of poles, mast arms, control cabinets, signal heads and visors. City shall provide paint, replacement street and pedestrian poles and LED light fixtures.
- Traffic engineering services

- Traffic signal system operation and monitoring services.
- Changes in signal timing as authorized by the Owner's Engineer.
- Maintenance and installation of signs and school zone flashers and warning beacons.
- Maintenance and installation of vehicle detector loops and video detection system.
- All work as described in Attachment A and B.

**III. BID SUBMISSION**

**A. Bid Submission: [BIDS@ci.wheatridge.co.us](mailto:BIDS@ci.wheatridge.co.us)**

**Bid Submittal File Name: RFB-21-12 ON-CALL TRAFFIC SIGNAL AND STREET/PEDESTRIAN LIGHTS MAINTENANCE & REPAIR SERVICES**

**BID DUE DATE: THURSDAY, OCTOBER 21, 2021, BY 2:00 P.M. OUR CLOCK. NO EXCEPTIONS.**

**IV. EVALUATION AND AWARD**

- A.** After thoroughly evaluating all bids received, the City will award to the lowest and/or most responsive and responsible bidder whose bid meets the requirements and criteria set forth, establishes the ability of the bidder to provide quality goods and service, and conveys the willingness of the bidder to comply with City purchase order terms and conditions (available on our website). Award will be based on the item-by-item bid amount provided by the bidder on the Bid Price Sheet. Do not qualify your bid nor alter the bid format.
- B.** The following is a partial list of criteria that may be used in determining the award:
- Superior quality and adherence to specifications
  - Adequate maintenance and service
  - Delivery and/or completion time
  - Guarantees and warranties
  - Firm reputation and financial status
  - Experience with same or similar equipment or service
  - Anticipated future cost
- C.** The City reserves the right to base its evaluation on the “should-cost” analysis to reflect the real costs to the City arising out of or incidental to the award. Bidding firms should therefore avoid unbalanced pricing and other cost presentation tactics that attempt to understate, conceal, or distort real costs or otherwise take advantage of a mere formula-oriented, non-judgmental type of cost or price analysis. The City shall look to substance more than format, and shall perform its cost and price evaluation on the basis of probable real costs.

**V. ANTICIPATED SCHEDULE OF EVENTS**

All times are local and by our clock.

<b>Event</b>	<b>Anticipated Date</b>
RFB Issued	9/16/2021
Inquiry Deadline	9/30/2021, 2 p.m. our clock
Final Addendum Issued	10/05/2021
Bid Due Date and Time	10/21/2021, 2 p.m. our clock
Start Date	11/1/2021

## **VI. TERMS AND CONDITIONS**

- A. Term:** The initial period of the annual agreement is intended for the period of the award date through OCTOBER 31, 2022, with the option to renew for up to four additional one-year periods— at the sole discretion of the City.
- B. Delivery Address:**  
Public Works Operations: 11220 W. 45<sup>th</sup> Avenue, Wheat Ridge, CO 80033
- C. Payment:** Payments will be made within thirty (30) days of receipt of approved delivery and invoice. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- D. Renewal:** Bid prices may not be increased within the first year of the agreement. The City has the option to renew the agreement at its discretion for up to four additional, optional one-year periods. Any requests for price increases for the optional years must be submitted to the City's Purchasing office at least sixty days in advance of the renewal date. Requests for price increases must be accompanied by written documentation of price increase from the manufacturer or the vendor's suppliers or service providers, and may also include documented labor cost increases. The City reserves the right to accept the requested price escalation, to negotiate price increases which are lower than those requested, or to re-bid the items at no penalty to the City. In the event that a manufacturer's or supplier's price decreases during the year, vendor must notify the City at the time of renewal and extend to the City the benefit of the lower price during the subsequent year of the renewal.
- E. Modification or Changes:** All modifications to terms, conditions, scope or pricing must be in writing and signed by both parties prior to award of a contract.
- F. New Items and Warranties:** All items must be new product (not used, remanufactured, refurbished, rebuilt, reconditioned, etc.) and are not to contain components that are not newly manufactured unless specifically stated otherwise in the bid specifications. Product shall be in original container with new product warranty, and with a minimum shelf-life of one year. Bidder warrants all goods and services will meet or exceed applicable drawings, specifications, samples, and/or other descriptions given to the City, and will be free from defects. Any breach of warranty will be at the bidder's expense and at the discretion of the City.
- G. Assignment / Subcontract:** No portion of this bid may be assigned or subcontracted without the prior, written approval of the City.
- H. Equals:** The City makes the sole determination whether or not a similar product is deemed "equal."
- I. Bid Results:** Project status—including bid results—are posted on the City of Wheat Ridge website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us) . Click on the Bids and Proposals tab.
- J. Funding:** There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws, which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council—either through budgeted appropriation, or by contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. The contract resulting from the bid award is specifically subject to the provisions of said Code Section. Funding of the contract for any time period after January 1<sup>st</sup> of the year succeeding the original contract date is expressly contingent upon appropriations being made by the Wheat Ridge City Council. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.
- K. Low-Tie Bids:** Low-tie bids shall be decided in accordance with the provision of C.R.S. Section 24-103-202.5 as it currently exists or is hereafter amended, which gives a preference to resident

bidders. Any bidder who wishes to be considered a “resident bidder” for purposes of the tie-bid procedure provided in the above-referenced Section shall include with his bid proof that he meets the definition of “resident bidder” as set forth in either C.R.S. Section 24-103-111 (6) (a) or (b).

- L. Vendor Offset:** No award will be issued to any person, firm, or corporation that is in arrears to the City upon debt or contract, that is a defaulter—as surety or otherwise—upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular good or service bid upon, and that they have the necessary financial resources to provide the proposed good or service as described in the specifications.
- M. Termination for Cause:** If the successful bidder shall fail to fulfill in a timely and proper manner its obligations, or violate any of the covenants, agreements, or stipulations of the award, the City shall have the right to terminate the agreement by giving written notice to the bidder of such termination. All completed or unfinished work, reports, materials, documents, and anything relating to the project shall become property of the City. The bidder shall not be relieved of liability to the City for any damages sustained by virtue of the breach. The City may withhold payments until the cost of damage(s) is assessed.
- N. Cancellation / Remedies:** The City reserves the right to cancel any order resulting from this RFB with a sixty (60) day written notice, if the vendor has failed to comply with the terms specified and has been notified in writing of three (3) such failures, and has failed to remedy the problem after each written notification. In the event of cancellation based on lack of contract compliance, the City will not be subject to any early termination or cancellation charges.
- O. Termination for Convenience:** The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date at least thirty (30) working days prior to the effective date of such termination. In that event, all finished or unfinished services, reports, or materials prepared or furnished by the successful bidder under the award shall—at the option of the City—become its property.
- P. Indemnification:** The bidder agrees to indemnify, defend and to hold the City and its agents, officials, officers and employees harmless for, from, and against any and all claims, suits, expenses, damages, or other liabilities including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property, or sustained by any person or persons to the extent caused by the negligent performance or failure of the bidder to provide services pursuant to the terms of this agreement.

## **VII. INSTRUCTIONS TO BIDDERS**

- A.** Bids will only be accepted on the forms provided herein. Do not re-type or reformat forms. Provide all requested information and authorized signature in ink.
- B.** Bid unit prices and extended amounts when called for. In case of mathematical error in extensions, the unit price will prevail. If unable to bid, indicate “NO BID” in space provided.
- C. Do not submit an alternate or optional bid unless requested to do so.** If a vendor submits more than one (1) bid, all bids from said vendor will be deemed non-responsive and, therefore disqualified. This includes single bids that offer more than one price for a given item.
- D.** All changes or modifications (adds, deletes, additional information etc.) shall be distributed through written addenda provided to all interested bidders. Verbal responses to vendor questions will not be considered.
- E.** A bid with missing or inconsistent information may be considered non-responsive, and as such may not be evaluated. Do not qualify your bid or alter the bid format.

- F. The bid price shall be exclusive of any Federal, State, or City taxes. Tax exempt numbers are as follows:
- Federal: 84-0595832
  - State: 98-03515
  - City: 70000
- Tax exemption certificates will be issued upon request.
- G. All bids must be F.O.B. destination—freight prepaid—unless otherwise directed.
- H. **Submit your bid** to [BIDS@ci.wheatridge.co.us](mailto:BIDS@ci.wheatridge.co.us)  
Bids submitted to any other location will be considered non-responsive.
- I. **VENDOR REQUIREMENTS:** Bids must be submitted with the following:
1. Signed **Bidder Information Form**, acknowledging vendor review of addenda. Check the City's website, [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us) or call the Purchasing Office, 303-235-2811, to confirm the number of addenda issued.
  2. Acknowledgement of **warranties**, providing information regarding labor and parts warranties, if applicable.
  3. Provide **pricing**, per Attachment A, Attachment B Specifications and Price List. Pricing shall remain firm throughout the effective period. Bid shall be valid for sixty (60) calendar days after the bid opening date. Bids shall not be withdrawn after bid due date.
  4. **Additional information** relating to this bid—such as detailed specifications for equals, standard agreement, brochures, etc. may also be submitted with your bid.
  5. Provide at least three (3) **references** relating to work similar in nature and size. Include client contact name, email and telephone number, as well as a detail of the service or product your firm provided.
  6. Address guaranty of **response time and service** that is reasonable and responsive of the critical daily operation of the City.
  7. Provide a statement assuring your ability and intent to provide a certificate of **insurance** for general liability, workers compensation, and automobile insurance as prescribed by City and State requirements and outlined in bid documents. Proof of insurance will be required at the time of project award.

**DO NOT SUBMIT ABOVE TEXT PAGES**





RFB-21-12
ON-CALL TRAFFIC SIGNAL AND STREET/PEDESTRIAN
LIGHTS MAINTENANCE & REPAIR SERVICES

BIDDER INFORMATION AND ADDENDA ACKNOWLEDGMENT FORM

FEIN / SSN (Required) Federal ID number

COMPANY NAME

ADDRESS

CITY STATE ZIPCODE

PHONE FAX

AUTHORIZED SIGNATURE REQUIRED—MUST BE IN INK

PRINTED NAME

TITLE EMAIL

PROPOSER IS RESPONSIBLE FOR FOLLOWING UP ON ALL ADDENDA

ACKNOWLEDGE ADDENDA: Proposer is responsible for confirming receipt of each addendum; please initial as applicable.

#1 #2 #3 #4

DOES YOUR FIRM ACCEPT VISA FOR PAYMENT WITHOUT ADDITIONAL FEES? Yes No

POINT OF CONTACT: Thomas Ellison, Procurement Coordinator, tellison@ci.wheatridge.co.us

DO NOT CONTACT THE REQUESTING DEPARTMENT OR MEMBERS OF THE EVALUATION COMMITTEE

Signature acknowledges that proposer:

- 1) Has read the RFB documents thoroughly prior to submitting a bid,
2) Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
3) Is capable of performing quality work or providing required goods to achieve the City objectives, and
4) Is submitting without collusion with any other individual or firm.

Do not submit more than one bid from your firm, or both/all bids will be disqualified.

Bidder must complete and SUBMIT this form with your bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

**CITY OF WHEAT RIDGE, CO**  
**CERTIFICATION STATEMENT FOR**  
**WORKERS WITHOUT AUTHORIZATION, COMPLIANCE TO HB 1343**

The vendor, whose name and signature appear below, certifies and agrees as follows:

1. The vendor shall comply with the provision of CRS 8-17.5-101 et seq.
2. The vendor shall not knowingly employ or contract with a worker without authorization to perform this work, or enter into a contract with a subcontractor who knowingly employs or contracts with a worker without authorization.
3. The vendor represents, warrants, and agrees that it (i) has verified that it does not employ any workers without authorization, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate an award for breach of contract, and the vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

RFB NUMBER AND TITLE: \_\_\_\_\_

FIRM SUBMITTING PROPOSAL: \_\_\_\_\_  
(print full legal name)

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Attestation: (a corporate attestation is required)

BY: \_\_\_\_\_  
(Corporate secretary, or equivalent)

Place Corporate seal here, if applicable

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO**  
**NON-DISCRIMINATION ASSURANCE FORM**  
**TITLE VI REGULATIONS AT 49 CFR PART 21**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: \_\_\_\_\_  
(Print full legal name of company)

AUTHORIZED SIGNATURE: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date Certified and Agreed: \_\_\_\_\_

Attestation: (A corporate attestation is required) Place corporate seal below:

BY: \_\_\_\_\_  
Corporate Secretary or Equivalent

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO**  
**NON-COLLUSION AFFIDAVIT**

COMPANY SUBMITTING BID \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires:

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***

**CITY OF WHEAT RIDGE, CO**  
**VENDOR QUALIFICATION FORM**

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the City of Wheat Ridge. Any additional information the vendor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The City will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period, if they are attached to this form.

1. **Name of firm:** \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Principal in Charge: \_\_\_\_\_

Email: \_\_\_\_\_

Type of business organization:

Sole Proprietorship \_\_\_\_\_ Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Limited Partnership \_\_\_\_\_

State in which incorporated: \_\_\_\_\_ Joint Venture \_\_\_\_\_

Name, position, and address of contact person regarding the information on this form:

\_\_\_\_\_  
\_\_\_\_\_

Number of years your firm has done business under current name: \_\_\_\_\_

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name:

\_\_\_\_\_

2. **Attach a list of all major projects in which you have been involved during the past two (2) years. For each project indicate the following:**

- Original contract bid amount
- Owner (address, telephone number, and contact name)
- Project description
- Litigation or claims related to each project—state nature of claim(s), the parties, the dollar value, the status and outcome—including the value of any judgment(s) or settlement(s)

- Name, address, and phone number(s) of reference(s)

3. List major equipment, facilities, number and type of employees available for City contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.

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4. Have you ever terminated or abandoned any work prior to completion, or had work completed by others?

No  Yes

If yes, describe the situation:

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5. Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?

No

Yes

If yes, describe the situation:

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6. Have any bonds been called on any of your projects?

No

Yes

If yes, describe the situation:

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**City Staff will evaluate all qualification forms. The evaluation will include the following:**

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

***Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.***



**RFB-21-12  
ON-CALL TRAFFIC SIGNAL AND STREET/PEDESTRIAN LIGHTS  
MAINTENANCE & REPAIR SERVICES  
SAMPLE AGREEMENT**

**THIS AGREEMENT** made this DATE day of MONTH, 2021, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the “City” or “Owner” and **VENDOR**, a Colorado Corporation, located at **ADDRESS**, hereinafter referred to as the “Contractor.”

**WITNESSETH**, that the City of Wheat Ridge and the Contractor agree as follows:

**ARTICLE 1 – SERVICES**

The Contractor shall serve as the City’s Contractor and provide as a minimum all of the services and products required for **RFB-21-12 ON-CALL TRAFFIC SIGNAL AND STREET/PEDESRIAN LIGHTS MAINTENANCE & REPAIR SERVICES**, the vendor’s, bid, and any agreed modifications.

**ARTICLE 2 – TERM**

The work to be performed under this Agreement shall commence upon Council approval, receipt of signed agreement and insurance compliance. **THE TERM FOR THIS AGREEMENT IS THROUGH OCTOBER 31, 2022 WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR PERIODS**, at the sole discretion of the City. Pricing shall remain firm for the renewal periods.

The agreement may be automatically renewed if:

- The City fails to contact your firm prior to the end of the current term regarding the desire to renew
- All pricing remains the same and
- The scope of work or specifications are not changed or modified.

**ARTICLE 3 - PAYMENT AND FEE SCHEDULE**

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided and the Contractor shall accept a total of **(WRITTEN DOLLAR AMOUNT), (\$ NUMERIC)** or a not-to-exceed amount of **DOLLAR AMOUNT** as full payment for such services.

The City hereby agrees to pay the Contractor the amounts required for additional work as deemed necessary at the unit prices set forth in the Contractor’s proposal, with a total contract amount not to exceed \_\_\_\_\_, in accordance to the provisions and subject to the conditions as set forth in this Agreement and the documents referred to above.

The City shall request quotes as-needed. Pricing will be evaluated with the other contracted firms for this same service and your fee schedule that was submitted with your initial proposal.

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services rendered, **\$ .00** per hour. There is no charge for computer, telephone, postage, copies or other ordinary costs and expenses.

The City hereby agrees to pay the Contractor the amounts required for work approved by the City, at the unit prices set forth in the Contractors proposal, in accordance with the provisions and subject to the conditions set forth in this Agreement and the documents referred to above.

**ARTICLE 4 – INDEPENDENT CONTRACTOR**

A. In performing the work under this agreement, the Contractor acts as an independent contractor and

is solely responsible for necessary and adequate worker's compensation insurance, person injury and property damage insurance, as well as errors and omissions insurance. The Contractor, as an independent contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement.

- B. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**ARTICLE 5 – INSURANCE**

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this agreement until the Contractor has submitted to the City and received approval thereof, a certificate of Insurance showing compliance with the following minimum types and coverages of insurance.

Type of Insurance	Minimum Limits of Liability
Standard Worker's Compensation and Employer Liability	Statutory, including occupational disease coverage for all employees at work site. Minimum limits of \$1,000,000 each person, and \$1,000,000 each accident, and \$1,000,000 each disease.
General Liability – PL & PD (minimum)	<ul style="list-style-type: none"> <li>a) Combined single limit - \$1,000,000 written on an occurrence basis.</li> <li>b) Any aggregate limit will not be less than \$2 million.</li> <li>c) Contractor must purchase additional insurance if claims reduce the annual aggregate below \$1,000,000.</li> <li>d) City of Wheat Ridge to be named as additional insurance on each comprehensive general liability policy.</li> <li>e) Insurance shall include provisions preventing cancellation without 30 days' prior written via certified mail to the City.</li> </ul>
Automobile Liability (minimum)	<ul style="list-style-type: none"> <li>a) Contractor to carry a minimum of \$1 million combined single limit auto insurance.</li> <li>b) City of Wheat Ridge to be named as additional insured on each automobile liability policy.</li> </ul>
<p><b><i>All policies and/or Certificates of Insurance shall include the City of Wheat Ridge as an additional named insured. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the agencies may be entitled, pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, C.R.S., as amended.</i></b></p>	

**ARTICLE 6 – INDEMNIFICATION**

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court



costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

#### **ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS**

The City may, from time to time, require changes in the scope of services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the Request for Proposal, or if no provision exists, pursuant to the terms of the change order.

#### **ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY**

- A. The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### **ARTICLE 9 – CHARTER, LAWS AND ORDINANCES**

The Contractor at all times during the performance of this agreement, agrees to strictly adhere to all applicable Federal, State and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

#### **ARTICLE 10 – LAW AND VENUE**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

#### **ARTICLE 11 – TERMINATION**

- A. The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to reprocurement costs, insufficient or improper work.  
The City and the Contractor agree this contract may be canceled for cause by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.
- B. The City may terminate the agreement for its convenience upon thirty (30) days' written notice. In the event of such termination, the Contractor will be paid for all work and expenses incurred up until the time of such termination.
- C. All work accomplished by the Contractor prior to the date of such termination, shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior

to payment for services rendered.

**ARTICLE 12 – NOTICES**

**Notice** or communication given pursuant to this Agreement shall be made in writing to:

<b>City Contact:</b>	<b>Contractor Contact:</b>
City contact name	Vendor contact name
Title, Department	Vendor
Address	Address
Wheat Ridge, CO 80033	City, State, Zip
City email address	Vendor email address
Phone:	Phone:
Fax:	Fax:

**ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS**

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this agreement. The Contractor shall be responsible for the performance of any sub-contractor.

**ARTICLE 14 – SEVERABILITY**

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

**ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS**

This agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and affect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Contractor.

**ARTICLE 16 – AUTHORIZATION**

Each party represents and warrants that it has the power and ability to enter into this agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) originals, each of which shall be deemed an original on the date first written above.

**ATTEST:**

STEVE KIRKPATRICK, CITY CLERK

\_\_\_\_\_  
DATE

(Seal)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
GERALD DAHL, CITY ATTORNEY

**ATTEST TO CONTRACTOR:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**OWNER**

**CITY OF WHEAT RIDGE  
7500 W 29<sup>TH</sup> AVENUE  
WHEAT RIDGE, CO 80033  
303-234-5900**

\_\_\_\_\_  
BUD STARKER, MAYOR

**CONTRACTOR**

**VENDOR  
ADDRESS  
ADDRESS**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ATTACHMENT A**  
**ON-CALL TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES**  
**SCOPE OF WORK**

**INTENT:** To furnish complete on-call traffic signal maintenance, upgrades, unscheduled and emergency repair service. Service shall include furnishing all labor, tools, equipment, personnel and traffic control necessary to provide the services as described in the bid documents. All work shall be performed in accordance with CDOT standards and technical specifications.

**SCOPE:** Work to be done under the contract includes but not limited to:

1. Maintenance, repair and emergency services. This may be scheduled or unscheduled.
2. Additions and/or modifications to the traffic control equipment serviced under this contract.
3. The installation of equipment and/or materials for a new signal installation location, either complete or partial.
4. Traffic engineering services.
5. Traffic signal system operation and monitoring services.
6. Changes in signal timing as authorized by the Owner's Engineer.
7. Painting and/or repair of poles, mast arms, control cabinets, signal heads and visors. City shall provide paint.
8. Maintenance and installation of signs and school zone flashers and warning beacons.
9. Maintenance and installation of vehicle detector loops and video detection systems.

**ADDITIONAL REPAIRS:** During the course of on-call maintenance or repairs the 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 Owner, approval by the Owner is required prior to beginning those repairs, except for repairs of an emergency nature.

**SERVICE PERSONNEL REQUIREMENT:** The Contractor shall have present, during any on-call repair and/or maintenance work, sufficient and qualified personnel to properly perform the work. All services provided under terms and conditions of this agreement shall be supervised by an I.M.S.A. Certified Level II or higher Traffic Signal Technician. A Certified Electronics Technician will supervise all electronics lab work. Must submit to City for approval.

**SERVICE EQUIPMENT REQUIREMENTS:** The Contractor shall maintain a fleet of service trucks, which shall be capable of doing the work covered under this agreement. The minimum required vehicles shall include, one primary and one backup emergency service truck, one bucket truck, and one derrick/digger truck, all equipped with two-way business radios or cellular phones and amber or approved red rotating beacons. Each vehicle shall be clearly identified with the Contractors name and telephone number.

**WORK ORDERS:** Work orders shall be notices to proceed. A work order shall be issued to the Contractor prior to the start of work except for emergency repairs.

**MAINTENANCE OF TRAFFIC:** All street detours, partial or complete, shall be approved by the Owner. 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 Owner.

**INVENTORY OF MATERIALS AND PARTS:** It shall be the responsibility of the Contractor to stock materials and parts (such as bulbs, traffic heads, switches, wiring) as may be needed for normal repair of the traffic control equipment. In addition the Contractor should 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 or units used in the course of performing on-call traffic signal maintenance and repair services shall be supplied by the Contractor except as directed otherwise by the Owner.

### **MATERIALS**

The Contractor shall supply all necessary materials for performance of the on-call Work and for ensuring that the quality of the products supplied meets the requirements specified. All items must be new.

Contractor shall provide the Owner with the following information prior to commencing the Work.

1. Names and mailing addresses of the suppliers and manufacturers.
2. Product formulation to be supplied.
3. Written confirmation from the manufacturer that the materials to be supplied meet all specified requirements.

The Contractor shall advise the Owner of any change in product formulation. Any change in product formulation requires the approval of the Owner. The Contractor shall verify that all materials delivered and used in the on-call Work are the type ordered. The Contractor shall take all necessary steps to prevent degradation of the materials. Products shall be protected from freezing and overheating.

### **EQUIPMENT**

The Contractor shall supply all equipment necessary to complete the on-call Work.

### **PROCEDURE**

The on-call Work includes all activities related to traffic signal maintenance. The work shall be performed according to the specifications defined herein:

**1. Maintenance, Repair, or Emergency Service:** All malfunctions of the controller and/or accessory equipment reported to the Contractor shall be considered an emergency. Any damage which in the opinion of the Owner or other authorized persons, constitute a serious hazard to the public shall be considered an-emergency. In such instances the Contractor shall respond to the site

within two (2) hours from the time the contractor received the report.

**2. Records Of On-Call Service:** A current detailed report of all repairs and extra work will be supplied to the Owner on a monthly basis and upon demand when required. This report shall be in a convenient and easily understood format and shall include as a minimum the location, description of the problem or on-call work done, the time and date the call was received, and the time and date the problem was corrected. Original copies as well as computer diskette information will be maintained by the contractor for the duration of the contract.

### **QUALITY CONTROL / TESTING**

The Contractor shall be responsible for ensuring that quality control and testing of the products supplied are in conformance with the requirements specified. The Contractor shall also be responsible for providing copies of all test results to the Owner within ten (10) days.

### **PERSONAL SAFETY**

Refer to Contractors Safety Manual, CDOT Safety Manual for state work requirements. Always wear personal protection equipment. Contractor is required to take all safety precautions.

### **CONTINUOUS SERVICE**

Continuous on-call repair 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 Owner at least one (1) week prior to the date of the change.

### **EMERGENCY WORK**

Emergency work will require response to the work site within two (2) hours of notification by the Owner's representative and continue work until the emergency condition is completed to the satisfaction of the Owner.

If necessary and upon completion of the work, site shall be clean and free of all accumulated debris as determined by the Owner or his designated representative.

### **WARRANTY**

The Work covered under this Section shall be warranted for a minimum of one year. Any deficiencies noted prior to the expiration of the warranty shall be corrected or replaced according to this Specification and in accordance with the General Provisions at no additional cost to the Owner.

### **CONTRACTOR VEHICLE REQUIREMENTS**

Contractor is to clearly display the Company logo or other sign as directed by the City on both sides of all vehicles used within the City.

**SIGNAL LIST BY TYPE:**

MIDBLOCK PED SIGNAL	32 <sup>nd</sup> Avenue & Wright Street/Ward Road
	38 <sup>th</sup> Avenue & Kendall Street
	38 <sup>th</sup> Avenue & Ward Road/Vivian Street
	40 <sup>th</sup> Avenue & Pierce Street
	41 <sup>st</sup> Avenue & Ammons Street/Allison Street
	44 <sup>th</sup> Avenue & Zephyr Street/Yarrow Street
VEHICLE INTERSECTION	29 <sup>th</sup> Avenue & Pierce Street
	32 <sup>nd</sup> Avenue & Pierce Street
	32 <sup>nd</sup> Avenue & Youngfield Street
	32 <sup>nd</sup> Avenue & Clear Creek Drive
	32 <sup>nd</sup> Avenue & Simms Street/Swadley Street
	32 <sup>nd</sup> Avenue & Xenon Street
	35 <sup>th</sup> Avenue & Youngfield Street
	38 <sup>th</sup> Avenue & Allison Street
	38 <sup>th</sup> Avenue & Depew Street
	38 <sup>th</sup> Avenue & Harlan Street
	38 <sup>th</sup> Avenue & High Court
	38 <sup>th</sup> Avenue & Lutheran Parkway
	38 <sup>th</sup> Avenue & Parfet Street
	38 <sup>th</sup> Avenue & Pierce Street
	38 <sup>th</sup> Avenue & Vance Street
	38 <sup>th</sup> Avenue & Youngfield Street
	38 <sup>th</sup> Avenue & Yukon Street
	I-70 West Bound Off Ramp & Clear Creek Drive
	40 <sup>th</sup> Avenue & Clear Creek Drive
	40 <sup>th</sup> Avenue & Crossing Drive
	Clear Creek Drive & Crossing Drive
	40 <sup>th</sup> Avenue & Youngfield Street
	41 <sup>st</sup> Avenue & Harlan Street
	41 <sup>st</sup> Avenue & Pierce Street
	44 <sup>th</sup> Avenue & Ammons Street
	44 <sup>th</sup> Avenue & Field Street
	44 <sup>th</sup> Avenue & Garrison Street
	44 <sup>th</sup> Avenue & Harlan Street
	44 <sup>th</sup> Avenue & Independence Street
	44 <sup>th</sup> Avenue & Pierce Street
	44 <sup>th</sup> Avenue & Youngfield Street
	44 <sup>th</sup> Avenue & Eldridge Street
	47 <sup>th</sup> Avenue & Harlan Street
	50 <sup>th</sup> Avenue & Kipling Street
	50 <sup>th</sup> Avenue & Target Business Loop
	I-70 East Bound Off Ramp at Youngfield Street
	Ridge Road & Tabor Street
	Ridge Road & Parfet Street

**ATTACHMENT B  
ON-CALL LED STREET & PEDESTRIAN LIGHT  
MAINTENANCE AND REPAIR SERVICES  
SCOPE OF WORK**

**INTENT:** To furnish complete on-call maintenance, upgrades, unscheduled and emergency repair services for approximately 300 City owned pedestrian light poles with LED fixtures and approximately 50 City owned street light poles with LED fixtures, at various locations throughout the City. Service shall include furnishing all labor, tools, equipment, personnel and traffic control necessary to provide the services as described in the bid documents. All work shall be performed in accordance with applicable standards and technical specifications.

**SCOPE:** Work to be done under the contract includes but not limited to:

1. Maintenance, repair and emergency services to City owned street and pedestrian light poles and LED fixtures. This work may be scheduled or unscheduled.
2. Additions and/or modifications serviced under this contract.
3. The installation of equipment and/or materials for City owned LED street and pedestrian light poles and fixtures, either complete or partial.
4. Painting and/or repair of poles. Owner shall provide paint, replacement street and pedestrian poles and LED light fixtures.

**ADDITIONAL REPAIRS:** During the course of on-call maintenance or repairs the Contractor is expected to watch for and make other street or pedestrian pole and light fixture repairs that may be needed. However, if a situation is observed that requires repair, and may be billed to the Owner, approval by the Owner is required prior to beginning those repairs, except for repairs of an emergency nature.

**SERVICE PERSONNEL REQUIREMENT:** The Contractor shall have present, during any on-call repair and/or maintenance work, sufficient and qualified personnel to properly perform the work.

**SERVICE EQUIPMENT REQUIREMENTS:** The Contractor shall maintain a fleet of service trucks, which shall be capable of doing the work covered under this agreement. The minimum required vehicles shall include one primary and one backup emergency service truck and, one bucket truck, all equipped with two-way business radios or cellular phones and amber or approved red rotating beacons. Each vehicle shall be clearly identified with the Contractors name and telephone number.

**WORK PRICE QUOTE:** At least 48 hours prior to any non-emergency work commencing, the Contractor shall submit to the Owner an itemized price quote of the work to be conducted, for review and approval.



**MAINTENANCE OF TRAFFIC:** All street detours, partial or complete, shall be approved by the Owner. 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 Owner.

**REPLACEMENT OF MATERIALS, PARTS OR POLES:** Poles and LED light fixtures used in the course of performing on-call street or pedestrian LED light maintenance and repair services shall be supplied by the Owner, except as directed otherwise.

### **MATERIALS**

The Contractor shall advise the Owner of any change in product formulation. Any change in product formulation requires the approval of the Owner. The Contractor shall verify that all materials delivered and used in the on-call Work are the type ordered. The Contractor shall take all necessary steps to prevent degradation of the materials. Products shall be protected from freezing and overheating.

### **EQUIPMENT**

The Contractor shall supply all equipment necessary to complete the on-call or emergency Work.

### **PROCEDURE**

The on-call Work includes all activities related to City owned LED pedestrian and street light fixture and/or pole maintenance, repair or emergency service. The work shall be performed according to the specifications defined herein:

**1. Maintenance, Repair, or Emergency Service:** Any damage which in the opinion of the Owner or other authorized persons, constitute a serious hazard to the public shall be considered an emergency. In such instances the Contractor shall respond to the site within two (2) hours from the time the contractor received the request for service.

### **PERSONAL SAFETY**

Refer to Contractors Safety Manual, CDOT Safety Manual for state work requirements. Always wear personal protection equipment. Contractor is required to take all safety precautions.

### **EMERGENCY WORK**

Emergency work will require response to the work site within two (2) hours of notification by the Owner's representative and continue work until the emergency condition is completed to the satisfaction of the Owner.

If necessary and upon completion of the work, site shall be clean and free of all accumulated debris as determined by the Owner or his designated representative.

### **WARRANTY**

The Work covered under this Section shall be warranted for a minimum of one year. Any deficiencies noted prior to the expiration of the warranty shall be corrected or replaced according to this Specification and in accordance with the General Provisions at no additional cost to the Owner.

## **CONTRACTOR VEHICLE REQUIREMENTS**

Contractor is to clearly display the Company logo or other sign as directed by the City on both sides of all vehicles used within the City.

**ATTACHMENT C  
ON-CALL TRAFFIC SIGNAL & LED LIGHTING MAINTENANCE, REPAIR,  
EMERGENCY SERVICES  
PRICE SCHEDULE**

BID AS PER SCOPE OF WORK. AWARDED VENDOR MUST PROVIDE CERTIFICATE OF INSURANCE PRIOR TO START OF WORK, SEE ATTACHED REQUIREMENTS. MOST WORK IS BILLED BASED ON TIME AND MATERIALS.

**I. SIGNALS, ANNUAL MAINTENANCE, IF REQUESTED**

DESCRIPTION	QTY	UNIT COST	TOTAL
Intersection Vehicle Signal	39	\$ _____	\$ _____
Mid-block Pedestrian Signal	6	\$ _____	\$ _____

**II. EQUIPMENT HOURLY RATE**

VEHICLE EQUIPMENT	HOURLY RATE
1. BUCKET TRUCK	
2. BOOM / DIGGER TRUCK	
3. AIR COMPRESSOR	
4. SERVICE/UTILITY TRUCK	
5. FRONT END LOADER	
6. BACKHOE / TRENCHER	
7. OTHER, state	

**III. PERSONNEL HOURLY RATE****HOURLY RATE**

SUPERVISOR	
FOREMAN	
SIGNAL TECH 2 / ELECTRICIAN	
SIGNALTECH 1 / APPRENTICE ELECTRICIAN	
MASTER ELECTRICIAN	
OPERATOR	
LABORER / GROUNDSMAN	
TRAFFIC SIGNAL DESIGN ENGINEER	
OTHER, state	

**IV. UNIT COSTS**

6 x 40 DETECTOR LOOP IN ASPHALT- Furnish and install  
\$ \_\_\_\_\_

6 X 40 DETECTOR LOOP IN CONCRETE- Furnish and install  
\$ \_\_\_\_\_

LAMP CHANGE PER LAMP- Standard Incandescent, Labor  
\$ \_\_\_\_\_

**V. PARTS COSTS**

COST PLUS MARK UP \_\_\_\_\_ %

OR DISCOUNT OFF LIST \_\_\_\_\_ %

**VI. RESPONSE TIME**

NORMAL RESPONSE TIME: \_\_\_\_\_ HRS

EMERGENCY RESPONSE TIME: \_\_\_\_\_ HRS

**PROVIDE REFERENCES AND WARRANTIES WITH YOUR BID.**

**MUST SUBMIT “ATTACHMENT C” PRICING WITH BID**

