

CONTRACT EXTENTION-4341-17-SH

To: ACL Services Inc. (formerly Superior Traffic Control) 1005 N. 12th St, #201
Grand Junction, CO 81501

SERVICE DESCRIPTION:

THIRD AND FINAL ANNUAL EXTENSION FOR RFQ-3836-14-NJ JUCO Traffic Control Services

This CONTRACT is <u>extended</u> as of the <u>31st day of March, 2017</u>, by and between the <u>City of Grand Junction</u>, Colorado, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>ACL Services Inc.</u>, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from May 27, 2017 through June 3 2017.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

<u>Scope of Work</u>: The Contractor shall perform for the City the Work set forth in the Contract Documents reference <u>RFQ-3836-14-NJ</u>. This contract is for JUCO Traffic Control Services only.

<u>Contract Documents</u>: The Owner's Request for Quotes No. RFQ-3836-14-NJ, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

<u>Compensation and Method of Payment</u>: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for JUCO Traffic Control Services payable per the terms and conditions as defined by the Contract Documents. **All invoices must reference Contract Number 4341-17-SH** so that payment can be applied correctly. The Contractor shall receive the following fee for JUCO Traffic Control:

- 1. Mobilization/Demobilization: 8 Nights \$1,500.00/Night \$12,000.00 Total (Includes all labor, materials and equipment used for traffic control, including all fencing).
- 2. Hourly Working Rate Per Traffic Control Person:

168 Hours - \$23.00/Hr. \$3,864.00/Total (Estimated 12 Flaggers/2 hour/7 nights)

Fifteen Thousand Eight Hundred Sixty-Four and 00/100

dollars.

TOTAL PROJECT PRICE \$15,864.00 TOTAL

Written sum:

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	imate requirements. The actual hours shall be adjusted as tournament, the per-night and per-hour figures will be used
In Witness whereof, the parties hereto have caused this thereby.	Contract award to be duly executed, intending to be bound
CITY OF GRAND JUNCTION:	ACL SERVICES INC.:
Authorized Signature: Susan J. Hyatt	Authorized Signature:
Title: Interim Purchasing Supervisor	Title: Kresides D
Date: March 28 2017	Date: 41311



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	<u> </u>				
PRODUCER		CONTACT Jo Harper			
Moody-Valley Insurance Ac	gency	PHONE (A/C, No, Ext): (970) 248-8300 FAX (A/C, No): (970) 242-1894			12-1894
760 Horizon Drive, Suite		E-MAIL ADDRESS: jo.harper@moodyins.com			
		INSURER(S) AFF	ORDING COVERAGE		NAIC#
Grand Junction CO	81506	INSURER A: Ohio Security	Insurance C	ompany	24082
INSURED		INSURER B:Pinnacol Assu	rance		41190
ACL Services, Inc.		INSURER C :			
1005 N 12th St #201		INSURER D :			
		INSURER E :			
Grand Junction CO	81501	INSURER F :			
		_			

COVERAGES CERTIFICATE NUMBER: 1718 With forms REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1	,000,000
A		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
					BLS57848986	3/24/2017	3/24/2018	MED EXP (Any one person)	\$	15,000
								PERSONAL & ADV INJURY	\$ 1	,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2	,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2	,000,000
		OTHER:							\$	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
		ANY AUTO						BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
		DED RETENTION\$							\$	
		RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1	,000,000
В	(Mar	ndatory in NH)	, , , A		4200195	3/25/2017	4/1/2018	E.L. DISEASE - EA EMPLOYEE	\$ 1	,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1	,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION

The City of Grand Junction c/o Mesa County Building Department PO Box 20,000 Department 5005 Grand Junction, CO 81501 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

L Patterson, CRIS/LIN Jun Ca

NOVATION AGREEMENT

JUCO TRAFFIC CONTROL, RFQ-3836-14-NJ THIRD AND FINAL ANNUAL EXTENSION -4341-17-SH

Date: 03/28/2017

WHEREAS,

The City of Grand Junction (City) has entered into a certain contract with Superior Traffic Control, namely <u>JUCO Traffic Control</u>, <u>RFQ-3836-14-NJ</u>; <u>EXTENDED UNDER CONTRACT EXT-4341-17-SH</u>.

Superior Traffic Control, known to the City by Vendor No. 3976, (Transferor), has transferred its assets and business to ACL Services Inc. (Transferee);

The transfer includes all the assets of the Transferor, including the above-referenced Contract with the City of Grand Junction; and

The Transferee has assumed all obligations and liabilities of the Transferor under the Contract by virtue of the transfer; and

The Transferee is in a position to fully perform all obligations under the Contract; and

It is consistent with the City's interest to recognize the Transferee as the successor party to the Contract; and

Evidence of the transfer has been provided to the City, to wit:

THEREFORE, in consideration of these facts, the Parties agree as follows:

- The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the City that it now has or may have in the future in connection with the Contract.
- 2. The Transferee agrees to be bound by and to perform the Contract in accordance with its terms and assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the Contract.
- The Transferee ratifies all previous actions taken by the Transferor with respect to the Contract, with the same force and effect as if the action had been taken by the Transferee.
- 4. The City recognizes the Transferee as the Transferor's successor in interest in and to the Contract.

- 5. The Transferee by this Agreement becomes entitles to all rights and interests of the Transferor in and to the Contract as if the Transferee were the original party to the Contract. Following the effective date of this Agreement, the terms Vendor, Contractor and Offeror as used in the Contract shall refer to the Transferee.
- 6. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the City against the Transferor.
- 7. All payments and reimbursements previously made by the City to the Transferor, and all other previous actions taken by the City under the Contract, shall be considered to have discharged those parts of the City's obligations under the Contract. All payments and reimbursements made by the City after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the City's obligations under the Contract, to the extent of the amounts paid or reimbursed.
- 8. The Transferor and the Transferee agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the City in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Contract.
- 9. The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee assumes under this Agreement or may undertake in the future should the Contract be modified under its terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.
- 10. The Contract shall remain in full force and effect, except as modified by this Agreement.

Signed this 29th day of Mau 2015:

CITY OF GRAND JUNCTION

By: Susan J. Hyatt,

Interim Purchasing Supervisor

City of Grand Junction

SUPERIOR TRAFFIC CONTROL

By

ACL SERVICES INC.

By:



CONTRACT EXTENTION-4195-16-NJ

To: Superior Traffic Control 516 Fruitvale Court, Suite A Grand Junction, CO 81504

SERVICE DESCRIPTION: SECOND ANNUAL EXTENSION FOR REQUEST FOR QUOTES-3836-14-NJ

JUCO Traffic Control Services

This CONTRACT is <u>awarded</u> as of the <u>23RD day of February</u>, <u>2016</u>, by and between the <u>City of Grand Junction</u>, <u>Colorado</u>, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Superior Traffic Control</u>, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from May 27, 2016 through June 5, 2016.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

<u>Scope of Work</u>: The Contractor shall perform for the City the Work set forth in the Contract Documents reference <u>RFQ-3836-14-NJ</u>. This contract is for JUCO Traffic Control Services only.

<u>Contract Documents</u>: The Owner's Request for Quotes No. RFQ-3836-14-NJ, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

Compensation and Method of Payment: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for JUCO Traffic Control Services payable per the terms and conditions as defined by the Contract Documents. All invoices must reference Contract Number 4195-16-NJ so that payment can be applied correctly. The Contractor shall receive the following fee for JUCO Traffic Control:

- 1. Mobilization/Demobilization: 7 Nights \$1,500.00/Night \$10,500.00 Total (Includes all labor, materials and equipment used for traffic control, including, fencings).
- 2. Hourly Working Rate Per Traffic Control Person:

168 Hours - \$23.00/Hr. \$3,864.00/Total (Estimated 12 Flaggers/2 hour/7 nights)

TOTAL PROJECT PRICE \$14,364.00 TOTAL

Written sum:	Fourteen Thousand Three Hundred Sixty-Four and 0	<u>0/100</u> dollars.
The quantities listed a	hove are the City's current approximate requirements. Th	e actual hours shall be adjusted as require

The quantities listed above are the City's current approximate requirements. The actual hours shall be adjusted as required to perform the job. In the event of an extra-day tournament, the per-night and per-hour figures will be used to compensate the Contractor.

In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:

SUPERIOR TRAFFIC CONTROL:

	DocuSigned by: Nicholas Jones C185534D7282435	3/2/2016 13:38 MT	Authorized Signature:	1 Jose Emilares	Jose Gutierrez
Title:	Buyer		Title:	President	
Date: _	3/2/2016 13:38 M	и т	Date: _	3/2/2016 13:37 MT	



Date:

CONTRACT EXTENTION-4004-15-NJ

Superior Traffic Control 516 Fruitvale Court, Suite A Grand Junction, CO 81504 SERVICE DESCRIPTION: 2015 JUCO Traffic Control Services This CONTRACT is awarded as of the day of February, 2015, by and between the City of Grand Junction, Colorado, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Superior Traffic Control, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from May 22, 2015 through May 31, 2015. The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the contract award as follows: Scope of Work: The Contractor shall perform for the City the Work set forth in the Contract Documents reference RFQ-3836-14-NJ. This contract is for JUCO Traffic Control Services only. Contract Documents: The Owner's Request for Quotes No. RFQ-3836-14-NJ, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth. Compensation and Method of Payment: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for JUCO Traffic Control Services payable per the terms and conditions as defined by the Contract Documents. All invoices must reference Contract Number 4004-15-NJ so that payment can be applied correctly. The Contractor shall receive the following fee for JUCO Traffic Control: 1. Mobilization/Demobilization: 7 Nights \$1,500.00/Night \$10,500.00 Total (Includes all labor, materials and equipment used for traffic control, including, fencings). 2. Hourly Working Rate Per Traffic Control Person: 168 Hours - \$23.00/Hr. \$3,864.00/Total (Estimated 12 Flaggers/2 hour/7 nights) **TOTAL PROJECT PRICE \$14,364,00 TOTAL** Fourteen Thousand Three Hundred Sixty-Four and 00/100. dollars. The quantities listed above are the City's current approximate requirements. The actual hours shall be adjusted as required to perform the job. In the event of an extra-day tournament, the per-night and per-hour figures will be used to compensate the Contractor. In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby. CITY OF GRAND JUNCTION: SUPERIOR TRAFFIC CONTROL: Authorized Authorized Signature: Signature: Title: Title:

Date:





CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

CONTRACT

This CONTRACT made and entered into this <a href="https://pww.com/pwin.com/

WITNESSETH:

WHEREAS, the Owner solicited quotes for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as <u>JUCO Traffic Control Services RFQ-3836-14-NJ</u>.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- Solicitation Documents for the Project; JUCO Traffic Control Services RFQ-3836-14-NJ;
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

<u>Definitions:</u> The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

<u>Contract Work:</u> The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of Fourteen Thousand, Three Hundred Sixty Four and 00/100 dollars (\$14,364.00). If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council or Mesa County Board of County Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

<u>Severability:</u> If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part,

portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction/Mesa County, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in four counterparts.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

By:	H - 17 - 2014 Date
By: Loy Don	_
(Superior Traffic Control)	
By: A O Affective	4/14/2014 Date
ATTEST: By: Title secretary	





Purchasing Division

Request for Quotes

RFQ-3838-14-NJ JUCO Traffic Control Services

Responses Due:

Tuesday, April 1, 2014
Prior to 3:30 P.M. Local Time

Mandatory Pre-Bid Meeting:

Wednesday, March 19, 2014 10:30 AM MDT City Hall Auditorium, 250 N. 5th Street Grand Junction, CO 81501

Purchasing Representative:

Nicholas C Jones Buyer Nickj@gjcity.org Phone (970) 244-1533

Submittal by EMAIL IS REQUIRED for this solicitation.

This solicitation has been developed specifically for soliciting quotes for **2014 Junior College World Series (JUCO) Traffic Control Services** for the City of Grand Junction and/or Mesa County. It may not be the same as previous City of Grand Junction and/or Mesa County solicitations. All bidders are urged to thoroughly review this RFQ prior to submitting.

Submittal by EMAIL IS REQUIRED for this solicitation.

SECTION 1: SCOPE OF SERVICE

- **1.1.** MANDATORY PREBID MEETING: A MANDATORY Pre-bid meeting will be held on March 19, 2014 at 10:30 p.m. in the City Hall Auditorium, 250 N. 5th Street, Grand Junction, Colorado, 81501 to discuss the project and answer any questions regarding the bid or scope of work.
- **1.2.** THE OWNER: The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- **BACKGROUND:** The City of Grand Junction co-hosts the Junior College World Series Baseball Tournament each year. This tournament has grown and it has become necessary to contract the traffic control for each of the night games. It is estimated the night game attendance averages 7,000 11,000 persons. There is parking at Stocker Stadium and at the Mesa College Saunders Field House parking lots. Fans are shuttled or walk to and from the Field House parking lot to the Stadium. However, a large majority of the parking is within a four block radius of Lincoln Park along side streets.
- 1.4. GENERAL DESCRIPTION OF WORK: The project will require traffic control services to regulate traffic flow, control traffic and pedestrians in accordance to the traffic control plan. This traffic control plan disperses stadium traffic to major street arterials and temporarily diverts local traffic to side streets according to the Traffic Control plan as outlined in Section 3.

1.5. SCOPE OF SERVICES/WORK:

- **1.5.1.** The contractor shall be familiar with the control plan, organize and coordinate required resources of the plan.
- 1.5.2. The contractor shall mobilize employees to set up traffic control equipment by the seventh inning of the last game every evening of the tournament (The sixth inning usually starts at 9:00 p.m. and game ends about 10:00 10:30 p.m. depending on the game). The Traffic Control Personnel (Flaggers) shall be in place to direct traffic by the end of the 9th inning every evening of the tournament. It shall be the contractor's responsibility to determine when the Flagger can safely be put in position to direct traffic. The contractor shall take down traffic control equipment and demobilize after traffic has dispersed or as requested at the direction of the City Operations Supervisor or the Contract Administrator.

1.6. SPECIFICATIONS:

1.6.1. The traffic control plan (TCP) attached.

- 1.6.2. All traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the approved TCP. All warning signs and barricades shall be constructed and displayed according to standards set forth in the MUTCD.
- **1.6.3.** All traffic control services performed on behalf of the City must comply with Colorado Department of Transportation (CDOT) traffic control guidelines, CDOT reference section #630.
- **1.6.4.** Fencing or barricades shall be required on the North Avenue median between North 12th Street and North 15th Street. Fencing shall be sturdy and durable enough to withstand strong winds and pedestrian abuse. This fencing is required to be in place the Friday evening prior to the commencement of the tournament and shall remain so for the duration of the tournament. The fencing shall be removed no later than the afternoon of the day following the conclusion of the tournament.
- **1.6.5.** Provide arrow and sign boards as required by State.
- **1.6.6.** The Contractor assigned Supervisor shall have a cell phone and provide the City Contract Administrator with a cell phone number. The contractor's supervisor shall be able to communicate with employees via cell phone or radio.
- **1.6.7.** Traffic control will not be required for games that are called because of rain.

1.7. **DEFINITIONS FOR PRICING:**

- 1.7.1. Mobilization/Demobilization- Includes: Labor, material, and equipment to set up traffic control and to take down. This price shall include the cost of providing, setting up and taking down fencing/barricades for the North Avenue Highway median. Fencing shall be left in place for the duration of the tournament as outlined in 1.6.4.
- **1.7.2.** Traffic Control Personnel (Flagger): Person that is qualified and appointed to direct traffic.
- **1.7.3.** Discounts given as a non-taxable contribution

1.8. CITY CONTACTS:

City Operations Supervisor:

Sqt. Pua Utu 970-549-5318 Puau@gicity.org or as otherwise assigned.

Contract Administrator/Security Coordinator:

Commander Bob Russell 970-549-5303 Bobr@gicity.org

The Contract Administrator will be a City employee who has been appointed or authorized by the City's Police Chief to oversee the technical aspects of the Work and to administer the Contract on behalf of the City. The Contract Administrator shall render decisions in a

timely manner pertaining to work proposed or performed by the Contractor in order to insure the orderly and sequential progress of the Contractor's services.

1.9. OWNER PROVIDED SERVICES:

The City of Grand Junction Police Department (GJPD) may help with traffic control on Friday night, May 23, 2014, at the discretion of the shift Commander based upon available resources and calls for service while barricade or fencing is being installed on North Avenue.

1.10. <u>SPECIAL TERMS & CONDITIONS</u>:

- **1.10.1. Cost reimbursement:** All incidental costs, including allowances for profit and tools or the trade, must be included in the contract hourly labor rates.
- 1.10.2. Certifications: The traffic control supervisor (TCS) shall be certified by the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA). Proof of such certification shall accompany the bid submittal. The TCS shall be responsible for the initial setup and must be able to respond and be at the site within 30 minutes of being called by the City Contract Administrator. Duties of the TCS shall include delivery, setup, maintenance, tear down and return of traffic control signs and devises. Other duties shall include flaggers' breaks and lunches.
- 1.10.3. Debarment: By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Colorado and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Colorado.
- **1.10.4. Qualifications:** The contractor shall have at least three years continuous experience as a licensed Contractor in Traffic Control.
- **1.10.5. Invoices:** The contractor shall submit properly certified invoices along with a copy of each time sheet to the City of Grand Junction Contract Administrator.
- **1.10.6. Period of Performance:** Saturday May 24, 2014 through Friday May 30, 2014 or Saturday May 31, 2014. Each evening game is scheduled to start at 7:00 P.M. or 7:30 P.M. (The Tournament Bracket will be supplied at the Pre-bid Meeting).
- 1.10.7. Pricing: For bid evaluation purposes, bidders shall assume the estimated hours for this program as listed on the bid form. The quantities listed are the City's current approximate requirements used for bidding purposes. The actual hours shall be adjusted as required to perform the job. The City of Grand Junction will neither be obligated by nor restricted to these quantities. (Fees, permits, licenses, travel time, meals, lunchtime or any other additional charges will not be accepted or paid.) In the event of an eight-day tournament, the per-night and per hour figures will be used to compensate the awarded contractor.

- 1.10.8. Renewal of contract: Upon mutual agreement of both parties at least (30) days prior to each contract anniversary date, the contract may be renewed by the City of Grand Junction for a period of three (3) successive one-year period(s) under the same terms, and conditions as in the original contract. Contract costs will be negotiated to the satisfaction of the City. Requests for price increases shall be documented in writing. The total number of renewal years permitted shall not exceed three (3).
- 1.10.9. Requirements contract: During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City of Grand Junction shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City of Grand Junction for the period of the contract.

The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past.

The contractor further understands and agrees that the City may require services in an amount less than or in excess of the estimated annual contract amount and that the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices listed on the Contractor's Bid Form in the contract for the quantity actually used.

- 1.10.10.Insurance Requirements: The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts. durations, or types. Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:
 - (a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident, ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the City and/or County, and the City's and/or County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

1.11. RFQ TENTATIVE TIME SCHEDULE:

•	Request for Quote available	3/14/2014
•	Mandatory Pre-Bid Meeting	3/19/2014
•	Inquiry deadline, no questions after this date	3/21/2014
•	Submittal deadline for proposals	4/1/2014

1.12. QUESTIONS REGARDING SCOPE OF SERVICES:

Nicholas C Jones – Buyer Nickj@gjcity.org

SECTION 2: SIGNATURE/QUOTE FORM

Quote Date:			
Project: RFQ-3836-14-NJ ".	JUCO Traffic Co	ntrol Services"	
Company:			
Name of Authorized Agent:			
Email			
Telephone	_Address		
City	State	Zip	
The undersigned Bidder, in Instruction to Bidders, General and all Addenda thereto, he proposed work, hereby proposed work for the Project in accordances stated below. These required under the Contract Descriptions.	al Contract Conditation aving investigated sees to furnish all lance with Contractorices are to cover the contractorices are to cover the contractorices.	tions, Statement of Work d the location of, and labor, materials and su ct Documents, within the rer all expenses incurred	s, Specifications, and any conditions affecting the pplies, and to perform all time set forth and at the d in performing the work
The undersigned Contractor faith without collusion or conr that it is made in pursuance Bidders, the Specifications, examined by the undersigned	nection to any per of, and subject to and all other S	rson(s) providing an offe o, all terms and condition	r for the same work, and ons of the Instructions to
The Contractor also agrees the (10) working days of the othe Owner as a binding cover its entirety.	late of Notification	n of Award. Submittal of	this offer will be taken by
The Owner reserves the rig favorable, to waive any formagreed that this offer may not time. Submission of clarification (30) period.	alities or technication	alities and to reject any or a period of sixty (60) ca	or all offers. It is further llendar days after closing
RECEIPT OF ADDENDA: the Solicitation, Specifications, an			receipt of Addenda to the
State number of	of Addenda receiv	/ed:	

Submittal by EMAIL IS REQUIRED for this solicitation.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

<u>PRIC</u>	<u>E QUOTE SCHEDULE:</u> RFQ-3836-14-NJ JUCO Traffic Contro	l Services	
Com	pany:		
1. N	lobilization/Demobilization: 7 Nights \$/Night ncludes all labor, materials and equipment used for traffic control,	\$_ including, fen	Total cings).
2. H	ourly Working Rate Per Traffic Control Person:		
1	68 Hours - \$/Hr. \$/Total (Estimated 12 Flagge	ers/2 hour/7 r	nights)
тот	AL PROJECT PRICE \$TOTAL		
Writt	en sum:	dolla	ırs.
In th	e event of an 8-day tournament, the per night/per hour figures	above will b	e used.
<i>By si</i> herei	gning below, the Undersigned agree to comply with all terms and con.	conditions cor	ntained
Com	pany:		
	orized ature:		
Title:			
	Check if the following submittals have been enclosed	YES	NO
	American Traffic Safety Services Assoc. Certificate		
	or Colorado Contractors Association Certificate		
	Signature Quote Form		

SECTION 3: ATTACHMENTS

TRAFFIC CONTROL PLAN AND MAP FOR POST JUCO NIGHT GAMES

The following is a list of streets which will be closed to through traffic following each night game of the JUCO World Series. For all street closures and detours please see JUCO traffic plan map.

Street closures/set up should begin by the 7th inning of the night game, with the full closure taking effect by the bottom of the eighth (8th) inning. The full street closure will depend on the scores of individual games (10 run rule). The full closure could happen sooner based upon the outcome of the game. All traffic control employees should be at their assigned locations and be ready to begin setting up by the 6th inning of each night game.

Vehicles will not be permitted to enter Lincoln Park while people are leaving the stadium. Additionally, Grand Valley Transit buses will be allowed access to the North Avenue bus stop located directly to the north of the stadium each evening once the road closures/traffic plan has been set in place, this in an effort to allow those fans utilizing the bus service to do so at the conclusion of the final game each night.

Total number of people needed for pedestrian and traffic safety: minimum of 12.

1. North Avenue westbound and 15th Street:

Number of people to work traffic control at this location: 1

Westbound North Avenue traffic will be diverted north onto North 15th Street. Vehicles will not be allowed to make left turns from 15th Street to Glenwood, Bunting or Kennedy Avenues. Traffic cones shall be set up at those locations in an effort to help facilitate this plan.

This reduces the conflicts between pedestrians and vehicles crossing North Avenue from the stadium. This also reduces the flow of vehicles going down residential streets leading to North 12th Street.

Road closure at North Ave. Intersection directing west bound traffic North on 12th Street.

2. North Avenue eastbound at 12th Street and southbound 12th Street from North Avenue:

Number of people to work traffic control at this location: 2

Eastbound North Avenue will be closed to all traffic at North 12th Street with the exception of the Grand Valley Transit (GVT). The GVT buses will need to be given access to their designated route and bus stop location on eastbound North Avenue. Eastbound traffic will be diverted to the left turn lane of North Avenue and detoured northbound on North 12th Street.

Southbound traffic on 12th Street approaching North Avenue will be directed into the right turn lane of 12th Street and detoured to westbound North Avenue. The only exception will be that Grand Valley Transit (GVT) will be allowed access to eastbound North Ave., if needed, in order to access their designated route and bus stop location on eastbound North Ave.

This reduces the conflicts between vehicles and pedestrians crossing North Avenue from the stadium. This also prevents vehicles from turning or going south onto 12th Street from North Avenue, again reducing the pedestrian/vehicle conflicts as people leave the west side of the stadium.

This also allows for people leaving parking lots and residential areas west of 12th Street to leave the area with minimal traffic congestion.

3. Eastbound traffic on Hill, Teller and Belford Avenues approaching 12th Street.

Number of people needed for traffic control at these locations: 3

Vehicles leaving these streets, eastbound, will be directed to turn south onto 12th Street. This is done to reduce pressure on vehicles leaving the main parking lot of Lincoln Park. This will also reduce the number of vehicles attempting to cross North Avenue at 12th Street. This will also help reduce vehicle/pedestrian conflicts.

4. 12th Street at Gunnison Avenue.

Number of people needed for traffic control: 1

Vehicles northbound on 12th Street will be directed to turn left or right onto Gunnison Avenue

Vehicles eastbound on Gunnison Avenue will not be allowed to turn left, northbound, onto 12th Street. They must continue straight or turn right, southbound, onto 12th Street.

This is designed to reduce vehicle/pedestrian conflicts with fans leaving the west side of the stadium. This will also reduce vehicle volume at the main entrance/exit to Lincoln Park on 12th Street, making it easier to clear out the stadium parking lots.

5. Westbound Gunnison Avenue at 15th Street.

Number of people needed for traffic control: 1

Westbound traffic will be directed to turn left, southbound, onto 15th Street. This allows for people leaving the stadium from the 14th Street exit to do so with minimal obstruction. This will also reduce pedestrian and vehicle conflicts in this area.

6. Gunnison Ave. and 14th Street (entry/exit to Lincoln Park from Gunnison Ave.)

Number of people needed for traffic control: 1.

This Traffic Control Person will aide fans crossing the street and assist with vehicles leaving and entering the park at this location. At the conclusion of the final game and as vehicles begin to exit the stadium, this exit route will be allowed to act as a two lane, one

way southbound traffic exiting the park only. Those vehicles traveling on the east side of the roadway shall exit to the left, or eastbound, onto Gunnison Avenue. Those vehicles traveling on the west side of the roadway shall exit to the right, or westbound, onto Gunnison Avenue.

7. Westbound exit from Lincoln Park at 12th Street.

Number of people needed for traffic control: 1

Stadium traffic exiting by way of this departure route shall be directed to turn northbound onto 12th Street. This will aide in allowing vehicles exiting Lincoln Park to do so in an efficient manner with minimal obstruction.

NOTE - The Traffic Control Person assigned this location will have to coordinate, either visually or verbally, with the Traffic Control Person assigned the pedestrian cross walk located on 12th between Teller Ave. and Belford Ave. so that vehicle flow exiting onto 12th Street can be stopped in order to allow pedestrians to cross safely, and visaversa for vehicular traffic heading northbound on 12th Street.

8. Pedestrian Cross Walk on 12th Street between Teller Ave. and Belford Ave.

Number of people needed for traffic/pedestrian control: 1.

This Traffic Control Person will aide fans crossing 12th Street from the stadium.

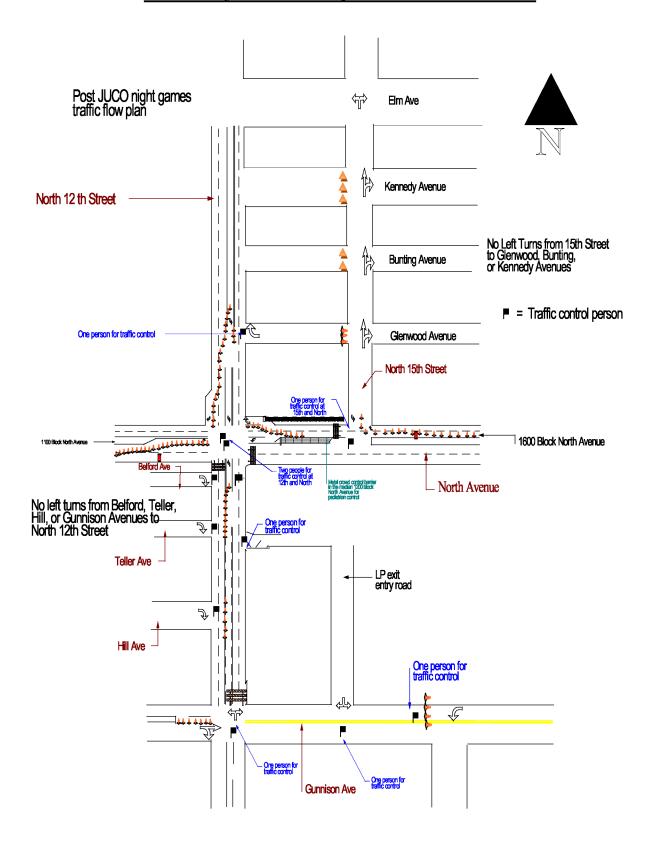
NOTE - As indicated above, this person will have to coordinate, either visually or verbally, with the Traffic Control Person assigned the Westbound exit from Lincoln Park so that vehicle traffic exiting L.P. onto 12th Street can be stopped in order to allow pedestrians to cross 12th Street in a safe manner, and visa-versa for vehicular traffic heading northbound on 12th Street.

9. Westbound Traffic on Glenwood Avenue at 12th Street.

Number of people needed for traffic control: 1.

This Traffic Control Person will direct any westbound traffic on Glenwood Ave. approaching 12th Street to make a right turn, northbound, onto 12th Street. This, in an effort to keep traffic moving smoothly and reduce the number of vehicles that would approach 12th and North Avenue.

NOTE During the period of time that the Traffic Plan is set in place, Traffic Control Personnel shall accommodate and allow roadway access to any Law Enforcement vehicle, Ambulance or Fire apparatus whether the vehicle's emergency lights and siren is activated or not.







PRE-BID MEETING SIGN-IN SHEET

SOLICITATION TITLE;

JUCO Traffic Cnotrol Services

SOLICITATION NUMBER:

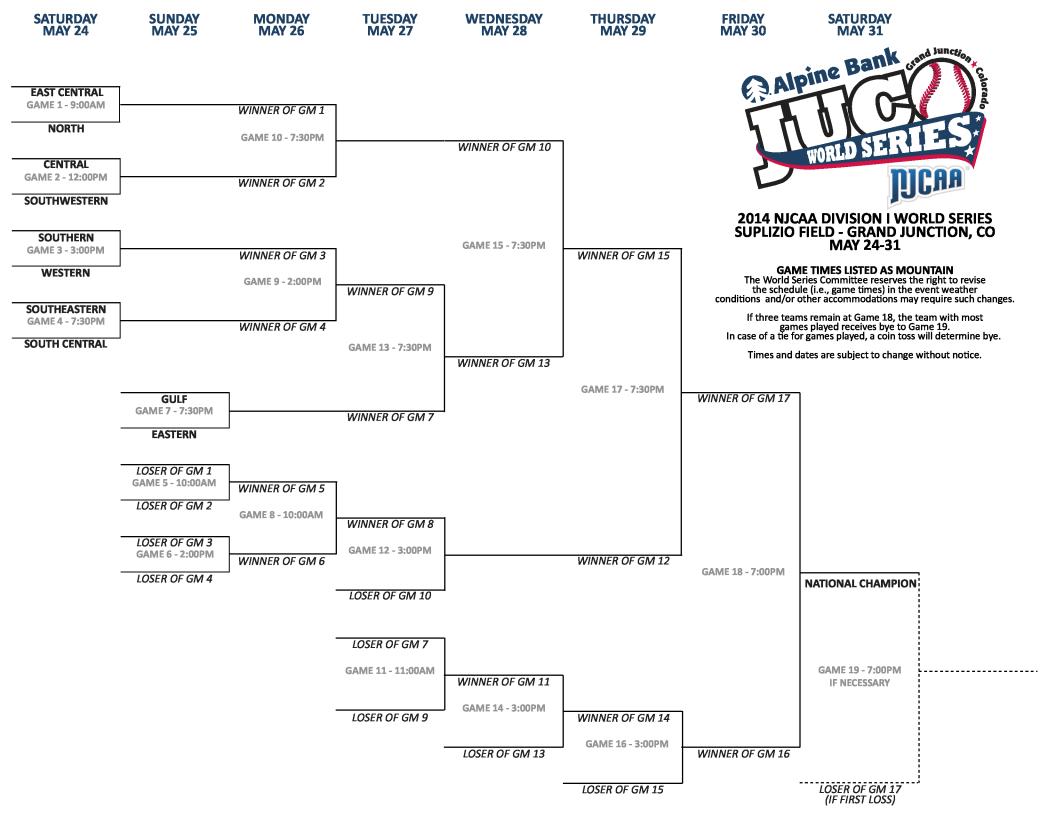
RFQ-3836-14-NJ

MEETING DATE:

3/19/2014

MEETING TIME: 10:30 AM MDT

	Company Name	Representative Name	Phone Number	Email
1	CL ENTERPRISES	GENINE SHITH	(970) 260 - 1819	GSMITH & CLENTTES. COM
2	STC	JOSÉ GUTIERRETE	243-8307	GGPAYINGTLO QYAHOO.COM
3	STC	JOE O'DEL	243-8307	GGPAYINGTLO @YAHOO, COM
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SECTION 2: SIGNATURE/QUOTE FORM

Quote Date: 3-31-14
Project: RFQ-3836-14-NJ "JUCO Traffic Control Services"
Company: <u>Superior Traffic Control</u>
Name of Authorized Agent: JosE Gutierrez
Email
Telephone 243-8307 Address 5/6 Fruitvale ct. #A
City Grand JCT. State Colo. Zip 81504
The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.
The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.
The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.
The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.
RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.
State number of Addenda received:

Submittal by EMAIL IS REQUIRED for this solicitation.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

PRICE QUOTE SCHEDULE: RFQ-3836-14-NJ JUCO Traffic Control Services
Company: Superior traffic control
I. Mobilization/Demobilization: 7 Nights \$ 1500 00 /Night \$ 10,500 00 Total (Includes all labor, materials and equipment used for traffic control, including, fencings).
2. Hourly Working Rate Per Traffic Control Person:
168 Hours - \$ 2300 /Hr. \$3,8640 Total (Estimated 12 Flaggers/2 hour/7 nights)
TOTAL PROJECT PRICE \$ 14,364 00 TOTAL
Written sum: Fourteen thousand three hundred Sixty four o
n the event of an 8-day tournament, the per night/per hour figures above will be used.
By signing below, the Undersigned agree to comply with all terms and conditions contained nerein.
Company: SUPERIOR TRAFFIC CONTROL
Authorized Signature: Jase Butherne
Title: Owner
Check if the following submittals have been enclosed YES NO
American Traffic Safety Services Assoc. Certificate
or Colorado Contractors Association Certificate
Signature Quote Form