



NOTICE OF AWARD EXTENSION-4848-21-SH

November 4, 2020

Maria Slane
 Traffic Control Specialists LLC
 633 34 Road
 Clifton, CO 81520

SOLICITATION DESCRIPTION: **THIRD and FINAL ANNUAL EXTENSION FOR
 RFP-4532-18-SH
 CHIP SEAL TRAFFIC CONTROL**

Dear Ms. Slane,

You are hereby notified that your firm's contract has been extended to provide **Chip Seal Traffic Control** for the City of Grand Junction as needed for **2021**. This extension continues to include the necessary work as required for the types of tasks and functions related to the contract.

Contract pricing will remain as follows:

Personnel Charges	Unit	Reg Hourly Rate	Night Hourly Rate	Weekend/Holiday Rate
Traffic Control Supervisor	Per Hour <i>(2 hr. min)</i>	45.00	45.00	55.00
Hourly Cost per Flagger	Per Hour <i>(4 hr. min)</i>	23.00	23.00	25.00
Equipment/Device Charges	Unit			
Candles/Cones	Per Each	1.00	1.00	1.00
Vertical Panels and Drums Including Lighting	Per Unit	2.00	2.00	2.00
Signs	Per Unit	2.00	2.00	2.00
VMS (Variable Message Sign)	Per Unit	50.00	50.00	50.00
Additional Charges	Unit			
Mobilization in Valley	Per Unit	50.00	50.00	50.00
Mobilization out of Valley	Per Unit	50.00 plus 8.00/mile round trip.		
Traffic Control Plans	Per Accepted Plan	40.00	40.00	40.00
Emergency Road Closure including Detour	Per Closure	500.00	500.00	500.00
(Please add any additional fees)				

Please provide your updated proof of insurance as stated in Section 3 of the original solicitation within 30 days after receiving this notice. The document(s) can be emailed to Susan Hyatt at susanh@gjcity.org, or you can mail it to the Purchasing Office, 250 North 5th Street, Grand Junction, CO 81501, attention Susan Hyatt. The City is to be noted as certificate holder. The insurance information must be on file **no later than February 14, 2020**.

The contract has been established using the Scope of Service in the formal solicitation. If you have any questions or need to discuss this extension, please call me at 244-1513.

Sincerely,
 Susan J. Hyatt, C.P.M, CPPB
 City of Grand Junction
 Purchasing Division

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Extension is hereby acknowledged:

Contractor: Traffic Control Specialists LLC
 By: *[Signature]*
 Title: Controller
 Date: 11-04-2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Moody-Valley Insurance Agency 760 Horizon Drive, Suite 302 Grand Junction CO 81506		CONTACT NAME: Tina Post PHONE (A/C, No, Ext): (970) 248-8300 FAX (A/C, No): (970) 242-1894 E-MAIL ADDRESS: tina.post@moodyins.com															
INSURED Traffic Control Specialists, LLC 633 34 Rd Clifton CO 81520		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Mesa Underwriters Specialty Insurance Co</td> <td>36838</td> </tr> <tr> <td>INSURER B: Allied Insurance Co of America</td> <td>10127</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Co</td> <td>22314</td> </tr> <tr> <td>INSURER D: Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER E: Hiscox Ins Co</td> <td>10200</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Mesa Underwriters Specialty Insurance Co	36838	INSURER B: Allied Insurance Co of America	10127	INSURER C: RSUI Indemnity Co	22314	INSURER D: Pinnacol Assurance	41190	INSURER E: Hiscox Ins Co	10200	INSURER F:	
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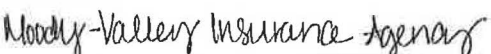
COVERAGES **CERTIFICATE NUMBER:** 20/21 Master **REVISION NUMBER:**

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	ADDL INSD	SUBR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MP0082001001780	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ACPBAL3028584146	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			NHA088682	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4077214	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			MPL177814420	01/01/2020	01/01/2021	Limit 1,000,000

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

Re: Chip Seal Traffic Control RFP-4532-18-SH

CERTIFICATE HOLDER City of Grand Junction 250 N 5th St Grand Junction FM 81501	CANCELLATION 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 

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AGENCY CUSTOMER ID: 00037450

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody-Valley Insurance Agency		NAMED INSURED Traffic Control Specialists, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

Blanket Additional Insured status applies only to the extent provided in form CG2010 11/85 (by specific Endorsement) & CG2010 04/13 when required by written contract.

Blanket Primary & non-contributory wording applies only to the extent provided in form CG2001 04/13 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CG2404 10/93 when required by written contract.

Auto Liability:

Blanket Additional Insured status applies only to the extent provided in form AC7006 03/16 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form AC7006 03/16 when required by written contract.

Primary & Non-contributory applies only to the extent provided in form AC7006 03/16 when required by written contract.

Excess Liability:

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract.

Worker's Compensation:

359-B From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

Professional Liability:

Blanket Additional Insured status applies only to the extent provided in form PLPML P0002CW 06/14 when required by written contract.

IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequestgj@moodyins.com



NOTICE OF AWARD EXTENSION-4748-20-SH

January 17, 2020

Annette Silver
 Traffic Control Specialists LLC
 633 34 Road
 Clifton, CO 81520

**SOLICITATION DESCRIPTION: SECOND (of Three) ANNUAL EXTENSION FOR
 RFP-4532-18-SH
 CHIP SEAL TRAFFIC CONTROL**

Dear Ms. Silver,

You are hereby notified that your firm's contract has been extended to provide **Chip Seal Traffic Control** for the City of Grand Junction as needed for 2020. This extension continues to include the necessary work as required for the types of tasks and functions related to the contract.

Contract pricing will remain as follows:

Personnel Charges	Unit	Reg Hourly Rate	Night Hourly Rate	Weekend/Holiday Rate
Traffic Control Supervisor	Per Hour (2 hr. min)	45.00	45.00	55.00
Hourly Cost per Flagger	Per Hour (4 hr. min)	23.00	23.00	25.00
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Signs	Per Unit	2.00	2.00	2.00
VMS (Variable Message Sign)	Per Unit	50.00	50.00	50.00
Additional Charges	Unit			
Mobilization in Valley	Per Unit	50.00	50.00	50.00
Mobilization out of Valley	Per Unit	50.00	plus 8.00/mile round trip	
Traffic Control Plans	Per Accepted Plan	40.00	40.00	40.00
Emergency Road Closure including Detour	Per Closure	500.00	500.00	500.00
(Please add any additional fees)				

Please provide your updated proof of insurance as stated in Section 3 of the original solicitation within 30 days after receiving this notice. The document(s) can be emailed to Susan Hyatt at susanh@cityofgj.org, or you can mail it to the Purchasing Office, 250 North 5th Street, Grand Junction, CO 81501, attention Susan Hyatt. The City is to be noted as certificate holder. The insurance information must be on file no later than **February 14, 2020**.

The contract has been established using the Scope of Service in the formal solicitation. If you have any questions or need to discuss this extension, please call me at 244-1513.

Sincerely,
 Susan J. Hyatt, C.P.M, CPPB
 City of Grand Junction
 Purchasing Division

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Extension is hereby acknowledged:

Contractor: Traffic Control Specialists LLC
 By: [Signature]
 Title: Controller
 Date: 01-17-2020

AGENCY CUSTOMER ID: 00037450

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody-Valley Insurance Agency		NAMED INSURED Traffic Control Specialists, LLC	
POLICY NUMBER		EFFECTIVE DATE:	
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Auto Liability:
 Blanket Additional Insured status applies only to the extent provided in form AC7006 03/16 when required by written contract.
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Excess Liability:
 Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract.

Worker's Compensation:
 359-B From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

Professional Liability:
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IMPORTANT:
 The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequestgj@moodyins.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/03/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Moody-Valley Insurance Agency 760 Horizon Drive, Suite 302 Grand Junction CO 81506		CONTACT NAME: Tina Post PHONE (A/C, No, Ext): (970)248-8300 FAX (A/C, No): (970)242-1894 E-MAIL ADDRESS: tina.post@moodyins.com																						
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INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 19/20 Master

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MP0082001000583	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 1,000,000
		Y					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ACPBAL3018584146	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		Y					BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			NHA085128	01/01/2019	01/01/2020	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4077214	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liability			MPL177814419	01/01/2019	01/01/2020	Limit	1,000,000

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

Re: Chip Seal Traffic Control RFP-4532-18-SH

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction 250 N 5th St Grand Junction FM 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 
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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody-Valley Insurance Agency		NAMED INSURED Traffic Control Specialists, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** : Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

Blanket Additional Insured status applies only to the extent provided in form CG2010 11/85 (by specific Endorsement) & CG2010 04/13 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CG2404 10/93 when required by written contract.

Auto Liability:

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Excess Liability:

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Worker's Compensation:

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Professional Liability:

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IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequestgj@moodyins.com

NCCI #: WC000313B
Policy #: 4077214

Apeiron Utility Construction LLC
Traffic Control Specialists, LLC
633 34 Road
Clifton, CO 81520

Moody-Valley Insurance Agency, Inc.
760 Horizon Drive
#302
Grand Junction, CO 81506-1509
(970) 243-3421

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: January 1, 2019 Expires on: January 1, 2020
Pinnacol Assurance has issued this endorsement January 2, 2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO PROTECTION - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SUMMARY OF COVERAGES

- A. Effect of This Endorsement
- B. Newly Acquired or Formed Entities
- C. Employees as insureds – Nonowned Autos
- D. Additional Insured by Contract, Permit or Agreement
- E. Supplementary Payments – Bail Bonds
- F. Supplementary Payments – Loss of Earnings
- G. Personal Effects and Property of Others Extension
- H. Prejudgment Interest Coverage
- I. Fellow Employees
- J. Hired Auto Physical Damage
- K. Temporary Substitute Autos – Physical Damage Coverage
- L. Expanded Towing Coverage
- M. Auto Loan or Lease Coverage
- N. Original Equipment Manufacturer Parts – Leased Private Passenger Types
- O. Deductible Amendments
- P. Expanded Transportation Expense
- Q. Extra Expense – Stolen Autos
- R. Physical Damage Limit of Insurance
- S. New Vehicle Replacement Cost
- T. Physical Damage Coverage Extensions
- U. Business Income and Extra Expense Coverage
- V. Transfer of Rights Of Recovery Against Others To Us
- W. Section IV – Business Auto Conditions – Notice of and Knowledge of Occurrence
- X. Hired Car Coverage Territory
- Y. Emergency Lockout
- Z. Cancellation Condition

**COMMERCIAL AUTO
AC 70 06 03 16**

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. PREJUDGMENT INTEREST COVERAGE

The following paragraph is added to SECTION II – COVERED AUTOS LIABILITY COVERAGE, 2. Coverage Extensions, a. Supplementary Payments:

(7) Prejudgment interest awarded against the "insured" on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

I. FELLOW EMPLOYEE

The Fellow Employee Exclusion of SECTION II - COVERED AUTOS LIABILITY COVERAGE, does not apply if the "bodily Injury" results from the use of a covered "auto" you own or hire. The insurance provided under this provision is excess over any other collectible insurance.

J. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply up to a limit of \$125,000. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

K. TEMPORARY SUBSTITUTE AUTOS – PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I – COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or

e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

L. EXPANDED TOWING COVERAGE

- 1. We will pay up to:
 - a. \$150 for a covered "auto" you own of the private passenger type, or
 - b. \$750 for a covered "auto" you own that is not of the private passenger type, for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.
- 2. This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.
- 3. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

M. AUTO LOAN OR LEASE COVERAGE

- 1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III – PHYSICAL DAMAGE COVERAGE of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - 3) Security deposits not refunded by a lessor;
 - 4) Costs of extended warranties, Credit Life insurance, Health, Accident, or Disability insurance purchased with the lease; and
 - 5) Carry-over balances from previous leases.
- 2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

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- 3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

N. ORIGINAL EQUIPMENT MANUFACTURER PARTS – LEASED PRIVATE PASSENGER TYPES

Under Paragraph C. Limit of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE, Section 4 is added as follows:

- 4. We will use new original equipment vehicle manufacturer parts for any private passenger type covered "auto" where required by the lease agreement which has a term of at least six months. If a new original equipment vehicle manufacturer part is not in production or distribution we may use a like, kind and quality replacement part.

O. DEDUCTIBLE AMENDMENTS

The following are added to the Deductible provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

If another policy or coverage form that is not an automobile policy or coverage form issued by this company applies to the same "accident", the following applies:

- 1. If the deductible under this coverage is the smaller (or smallest) deductible, it will be waived:
- 2. If the deductible under this coverage is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

If a Comprehensive or Specified Causes of Loss Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident," if the cause of the loss is covered for those vehicles. This provision only applies if you carry Comprehensive or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

No deductible applies to glass if the glass is repaired, in a manner acceptable to us, rather than replaced.

P. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense in-

curred by you because of the total theft of a covered "auto" of the private passenger type.

We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Q. EXTRA EXPENSE – STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage.

R. PHYSICAL DAMAGE LIMIT OF INSURANCE

Under SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph C., Limit of Insurance is replaced by the following:

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property.
- 2. \$2000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment.
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.
- 3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
- 4. The cost of repairing or replacing may:

- a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the net improvement.
5. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

S. NEW VEHICLE REPLACEMENT COST

The following is added to the Limit of Insurance provision of SECTION III – PHYSICAL DAMAGE COVERAGE:

5. The provisions of paragraphs 1. and 3. do not apply to a covered “auto” of the private passenger type or a vehicle with a gross vehicle weight rating of 20,000 pounds or less which is a “new vehicle.”

In the event of a total “loss” to your “new vehicle” to which this coverage applies, we will pay at your option:

- a. The verifiable “new vehicle” purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a “new vehicle” of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers’ dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer’s dealership.

We will not pay for initiation or set up costs associated with loans or leases

As used in this endorsement, a “new vehicle” means an “auto” of which you are the original owner that has not been previously

titled and which you purchased less than 365 days before the date of the “loss”.

T. PHYSICAL DAMAGE COVERAGE EXTENSIONS

Under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is replaced by the following:

- b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto.”

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,500. The insurance provided by this provision is excess over any other collectible insurance.

U. BUSINESS INCOME AND EXTRA EXPENSE COVERAGE

1. Business Income Coverage

We will pay the actual loss of business income sustained by you as a result of the necessary suspension of your business during the period of restoration due to “loss” to a covered “auto” used in your business. The loss must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

2. Extra Expense Coverage

We will pay the necessary and reasonable extra expenses that you incur during the period of restoration that you would not have incurred had there been no “loss” to a covered “auto” used in your business. The loss

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must be caused by a cause of loss listed under item A1 of Physical Damage Coverage in this Coverage Part. Extra Expenses means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.

3. Additional Conditions

We will not pay for "loss" or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such "loss" that affects your business income. We will not pay under this coverage if you do not repair or replace the covered "auto". You must resume all or part of your business as quickly as possible. If you have other autos you can use to reduce the amount of loss payable under this coverage, you are required to use them. We will pay for expenses you incur to reduce the amount that otherwise would have been payable under this coverage. We will not pay more than the amount by which you actually reduce the business income loss or extra expense incurred.

4. Limit

The most we will pay for "loss" arising out of one covered "auto" is \$10,000 per loss with an annual aggregate of \$20,000. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto".

5. Definitions

- a. "Business Income" means the:
 - 1.). Net income (Net profit or loss before income taxes) that would have been earned or incurred if no loss would have occurred; and
 - 2.). Continuing normal operating expenses incurred, including payroll.
- b. "Period of Restoration" means the period of time that:
 - 1.). Begins:
 - (a) 24 hours after the time of loss for Business Income Coverage; or
 - (b) Immediately after the time of loss for Extra Expense Coverage; and
 - 2.) Ends at the earliest of:

- (a) The time required to resume your normal business operations; or
- (b) The time that is reasonably necessary to repair or replace the covered auto with a maximum time period of 180 days. Period of Restoration does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants. The expiration date of this policy will not cut short the period of restoration.

V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

W. NOTICE OF AND KNOWLEDGE OF OCCURRENCE

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph A is amended as follows:

- 6. NOTICE OF AND KNOWLEDGE OF OCCURRENCE
 - a. Your obligation in the Duties in the Event of Accident, Claim, Suit or Loss Condition relative to notification requirements applies only when the "accident" or "loss" is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer or insurance manager, if you are a corporation.
 - b. Your obligation in the. Duties in the Event of Accident, Claim, Suit or Loss Condition relative to providing us with documents concerning a claim or "suit" will not be

considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

X. HIRED CAR – COVERAGE TERRITORY

Item (5) of the Policy Period, Coverage Territory GeneralCondition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

Y. EMERGENCY LOCKOUT

We will reimburse you up to \$100 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" subject to these provisions:

1. Your door key, electronic key or key entry pad has been lost, stolen or locked in your

covered "auto" and you are unable to enter such "auto", or

2. Your keyless entry device battery dies and you are unable to enter such "auto" as a result,
3. Your key, electronic key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
4. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

Z. CANCELLATION CONDITION

Paragraph A.2. of the COMMON POLICY CONDITION – CANCELLATION applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the First Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states that require more than 60 days prior notice of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to which you are obligated by virtue of written contract to provide insurance such as is afforded by this policy, but only with respect to occurrences taking place after such written contract has been executed.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Consultants Professional Liability Coverage Part

Subsidiary	means any entity of which the named insured has majority ownership before or during the policy period .
Employee	means any past, present, or future: <ol style="list-style-type: none">1. person employed by the named insured or subsidiary as a permanent, part-time, seasonal, leased, or temporary employee, or any volunteer; or2. partner, director, officer, or board member (or equivalent position) of the named insured or subsidiary, but only while in the course of their performance of consulting services on behalf of or at the direction of such named insured or subsidiary .
Independent contractor	means any person or entity contracted by the named insured or subsidiary to perform the same consulting services as the named insured or subsidiary , but only while in the course of their performance of consulting services on behalf of or at the direction of the named insured or subsidiary .
Joint venture	means a business enterprise in which the named insured or subsidiary participates pursuant to a written agreement, but only for: <ol style="list-style-type: none">1. consulting services performed by the named insured or subsidiary; and2. the same percentage of covered damages and claim expenses as the percentage of the named insured's or subsidiary's participation in the joint venture.
Additional insured	means any person or organization you have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, provided the contract or agreement: <ol style="list-style-type: none">1. is currently in effect or becomes effective during the policy period; and2. was executed before the consulting services out of which the claim arises were performed. Coverage is available for additional insureds solely for their liability arising out of your negligence or of those acting on your behalf and not for any liability arising out of the sole negligence of the additional insured .

IV. Defense and settlement of claims

Defense	<p>We have the right and duty to defend any covered claim, even if such claim is groundless, false, or fraudulent.</p> <p>We have the right to select and appoint counsel to defend you against a covered claim. You may request in writing that we appoint defense counsel of your own choice, but whether to grant or deny such a request will be at our sole discretion.</p>
Settlement	<p>We have the right to solicit and negotiate settlement of any claim but will not enter into a settlement without your consent, which you agree not to withhold unreasonably. If you withhold consent to a settlement recommended by us and acceptable to the party who made the claim, the most we will pay for that claim is the sum of:</p> <ol style="list-style-type: none">1. the amount of our recommended settlement;2. claim expenses incurred up to the date of our recommendation;3. 50% of all claim expenses incurred after our recommendation; and4. 50% of all damages in excess of the settlement amount recommended by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 4th day of June, 2018 by and between the **City of Grand Junction**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and **Traffic Control Specialists** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Proposals would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Chip Seal Traffic Control, RFP-4532-18-SH**.

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 solicitation, 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:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **Chip Seal Traffic Control RFP-4532-18-SH**;
- c. Contractors Response to the Solicitation

ARTICLE 2

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

ARTICLE 3

Contract Work: 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. Upon mutual agreement of the Contractor and the City, this contract may be extended for up to three (3) one (1) year contract periods, contingent upon appropriation by the City and satisfaction of both parties.

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 **shown in the table below**. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council 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.

Personnel Charges	Unit	Reg Hourly Rate	Night Hourly Rate	Weekend/Holiday Rate
Traffic Control Supervisor	Per Hour (2 hr. min)	45.00	45.00	55.00
Hourly Cost per Flagger	Per Hour (4 hr. min)	23.00	23.00	25.00
Equipment/Device Charges	Unit			
Candles/Cones	Per Each	1.00	1.00	1.00
Vertical Panels and Drums Including Lighting	Per Unit	2.00	2.00	2.00
Signs	Per Unit	2.00	2.00	2.00
VMS (Variable Message Sign)	Per Unit	50.00	50.00	50.00
Additional Charges	Unit			
Mobilization in Valley	Per Unit	50.00	50.00	50.00
Mobilization out of Valley	Per Unit	50.00	Plus \$1.00/mile round trip.	
Traffic Control Plans	Per Accepted Plan	40.00	40.00	40.00
Emergency Road Closure including Detour	Per Closure	500.00	500.00	500.00

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

Severability: 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.

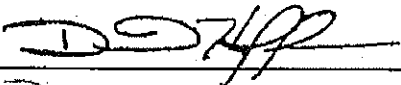
IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

CITY OF GRAND JUNCTION, COLORADO

By: 
Title: _____

Date 6-7-18

TRAFFIC CONTROL SPECIALISTS

By: 
Title: President

Date June 7, 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization to which you are obligated by virtue of written contract to provide insurance such as is afforded by this policy, but only with respect to occurrences taking place after such written contract has been executed.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**COMMERCIAL AUTO
AC 70 06 03 16**

A. EFFECT OF THIS ENDORSEMENT

Coverage provided under this policy is modified by the provisions of this endorsement. If there is any conflict between the provisions of this endorsement and the provision(s) of any state-specific endorsement also attached to this policy, then the provision(s) of the state-specific endorsement shall apply instead of the provisions of this endorsement that are in conflict, but only to the extent of the conflict, and only to the extent necessary to bring such provisions into conformance with the state requirement(s) contained in the provision(s) of the state-specific endorsement.

B. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

C. EMPLOYEES AS INSUREDS – NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. ADDITIONAL INSURED BY CONTRACT, PERMIT OR AGREEMENT

The following is added to A.1. Who Is An Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization that you are required to name as an additional insured in a written contract or agreement that is executed or signed by you prior to a "bodily injury" or "property damage" occurrence is an "insured" for Covered Auto Liability coverage. However, with respect to covered "autos", such person or organization is an insured only to the extent that person or organization qualifies as an "insured" under A.1. Who is an Insured of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

If specifically required by the written contract or agreement referenced in the paragraph above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

E. SUPPLEMENTARY PAYMENTS – BAIL BONDS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

F. SUPPLEMENTARY PAYMENTS – LOSS OF EARNINGS

Supplementary Payments of SECTION II – COVERED AUTOS LIABILITY COVERAGE is revised as follows:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. The Care, Custody or Control Exclusion of SECTION II – COVERED AUTOS LIABILITY COVERAGE, does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$500 in any one "accident". Coverage is excess over any other valid and collectible insurance.

2. The following paragraph is added to A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$1,000 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.



**Request for Proposal
RFP-4532-18-SH**

CHIP SEAL TRAFFIC CONTROL

RESPONSES DUE:

June 1, 2018 prior to 2:30 P.M.
Grand Junction City Clerk
250 North 5th Street
Grand Junction CO 81501

PURCHASING REPRESENTATIVE:

Susan Hyatt
susanh@gjcity.org
970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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- 1.0 Administrative Information and Conditions for Submittal**
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- 5.0 Preparation and Submittal of Proposals**
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- 7.0 Solicitation Response Form**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner) on behalf of the Grand Junction Streets Division. All contact regarding this RFP is directed to:
- RFP Questions:**
Susan Hyatt
susanh@gjcity.org
- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Traffic Control for the annual Chip Seal Program.
- 1.3 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.4 Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on CD or USB Flash Drive**, placed in a sealed envelope and marked clearly on the outside **“RFP-4532-18-SH Chip Seal Traffic Control. THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC DOCUMENT.** For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive.
- 1.5 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.6 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.7 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.8 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.

- 1.9 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and placed in a separate envelope shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Supervisor. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.12 entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

- 1.14 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary

to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.6. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.7. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.8. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.9. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.10. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

- 2.11. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.12. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.13. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.14. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.15. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.16. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.17. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.17.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.17.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.17.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.18. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ

illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

- 2.19. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.20. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.21. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.22. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.23. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.24. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.25. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.26. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.27. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.28. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.29. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.30. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.31. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.32. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.33. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction budget approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.34. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.35. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.36. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.37. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.38. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.39. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.40. Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.42. Definitions:**
- 2.42.1.** "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.42.2.** "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.

- 2.42.3.** The term “Work” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.42.4.** “Owner” is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.42.5.** “Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.42.6.** “Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.43. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with a Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

2.44. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would

substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.44.1. "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Firm 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 Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm 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.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm 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 Firm 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 Consultant'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 (b), and (c) above shall be endorsed to include the Owner and the Owner'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 Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The Grand Junction Streets Division performs chip sealing operations in various neighborhoods within City Limits. Traffic Control Contractor will be responsible for performing in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- 4.2. Special Conditions/Provisions:** This contract will be non-exclusive. The City may, at its sole discretion, contract with other entities for work similar to this contract. Contractor may contract to perform similar work for others, and is not expected to work exclusively for the City.
- 4.3. Specifications/Scope of Services:** 2018 Chip Seal Program schedule is as follows.
- 4.3.1. Monday June 11, 2018: 12th Street.**
Start time 6:00 A.M. Chip seal from Grand Avenue in the northbound lane to Pitkin. (Ute and Pitkin will not be sealed.)
Monday June 11, 2018: Main Street.
Chip seal from 12th Street and to 21st Street.
- 4.3.2. Sunday June 17, 2018: 5th Street.**
Start time 6:00 A.M. Chip seal from Grand Avenue to Ute Avenue.
Sunday June 17, 2018: 4th Street.
Chip seal from Grand Avenue to South Avenue
- 4.3.3. Monday June 18, 2018: 9th Street**
Start time 6:00 A.M. Chip seal from Ute Avenue to Riverside Parkway.
- 4.3.4. Sunday June 24, 2018: 5th Street – Fog Seal**
Start time 6:00 A.M. From Grand Avenue to Ute Avenue.
Sunday June 24, 2018: 4th Street – Fog Seal
From Grand Avenue to South Avenue.
Sunday June 24, 2018: All downtown streets 1st through 7th – Fog Seal
From Grand Avenue to Ute Avenue
- 4.3.5. Sunday July 1, 2018: 12th Street – Fog Seal**
Start time 6:00 A.M. Chip seal from Grand Avenue in the northbound lane to Pitkin.
Sunday July 1, 2018: Main Street – Fog Seal
From 12th Street to 21st Street.
Sunday July 1, 2018: Continue downtown streets as needed
- 4.3.6. Tuesday July 3, 2018: D Road**
Start time 6:00 A.M. Chip seal from 5th Street to Riverside Parkway
- 4.3.7. Monday July 9, 2018: Riverside Parkway**
Start time 6:00 A.M. Chip seal on west side of D Road to Winter's Avenue
- 4.3.8. Tuesday July 10, 2018: Riverside Parkway**
Start time 6:00 A.M. Chip seal from Winters Avenue to 4th Avenue and both ramps on east side of 5th Street
- 4.3.9. Wednesday July 11, 2018: Riverside Parkway**
Start time 6:00 A.M. Chip seal from 4th Avenue to West Avenue and both ramps on west side of 5th street
- 4.3.10. Monday July 16, 2018: 9th Street – Fog Seal**
Start time 6:00 A.M. From Grand Avenue to Riverside Parkway

- 4.3.11. Tuesday July 24, 2018: Riverside Parkway to 4th Avenue – Fog Seal**
Start time 6:00 A.M. Close Riverside Parkway between S. 9th Avenue and D Road
- 4.3.12. Wednesday July 25, 2018: Riverside Parkway – Fog Seal**
Start time 6:00 A.M. From 4th Avenue to West Avenue and all ramps on and off 5th Street plus ramp off Highway 340

4.4. RFP Tentative Time Schedule:

- Request for Proposal available May 11, 2018
- Inquiry deadline, no questions after this date May 21, 2018 at noon
- Addendum issued (if needed) May 24, 2018
- Submittal deadline for proposals June 1, 2018 at 2:30 P.M.
- Owner evaluation of proposals June 2 – June 6, 2018
- Final selection June 7, 2018
- Contract begins June 11, 2018

4.5. Questions Regarding Scope of Services:

Susan Hyatt
susanh@gjcity.org

- 4.6. Contract:** The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the supplier and the Owner, be extended under the terms and conditions of the contract for up to three (3), one (1) year contract periods, contingent upon appropriation by City Council and satisfaction of both parties.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall include **One (1) hard copy** and **one (1) electronic copy on USB Flash Drive or CD**, placed in a sealed envelope and marked clearly on the outside **“RFP-4532-18-SH Chip Seal Traffic Control”**. **The electronic copy shall be an exact reproduction of the original documents provided. All sections shall be combined into a SINGLE ELECTRONIC DOCUMENT.** Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requests that proposals be formatted **A to F**. Proposals must contain all of the following information to satisfy the requirements of this RFP.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with Owner's Project Manager and shall identify individual(s) who will be authorized to work on this project. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your firm's interpretation of the Owner's objectives with regard to this RFP and how you intend to meet the requirements. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.
- E. Fee Proposal:** Provide a complete list of costs using Solicitation Response Form found in Section 7.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Proposals. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources
- References
- Fees

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4532-18-SH Chip Seal Traffic Control

Offeror must submit entire Form completed, dated and signed.

Personnel Charges	Unit	Reg Hourly Rate	Night Hourly Rate	Weekend/Holiday Rate
Traffic Control Supervisor	Per Hour			
Hourly Cost per Flagger	Per Hour			
Equipment/Device Charges	Unit			
Candles/Cones	Per Each			
Vertical Panels and Drums Including Lighting	Per Unit			
Signs	Per Unit			
VMS (Variable Message Sign	Per Unit			
Additional Charges	Unit			
Mobilization in Valley	Per Unit			
Mobilization out of Valley	Per Unit			
Traffic Control Plans	Per Accepted Plan			
Emergency Road Closure including Detour	Per Closure			
(Please add any additional fees)				

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

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

Date: _____

Company Name – (Typed or Printed)

Authorized Individual – (Typed or Printed)

Authorized Individual Signature

Title

Address of Offeror

City, State, and Zip Code

Phone Number

E-mail Address of Agent



ADDENDUM NO. 1

DATE: May 15, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Interested Parties
RE: Traffic Control for Chip Seal IFB-4532-18-SH

Firms responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

Question #1: Can you clarify if “Mobilization out of Valley” is referring to out of Mesa County?
Answer: That is correct. Although, all work on this project will be within City Limits. No out of valley mobilization will be needed.

CLARIFICATIONS:

Section 4.3.5 has been amended to read:

Sunday July 1, 2018: 12th Street – Fog Seal
Start time 6:00 A.M. From Grand Avenue in the northbound lane to Pitkin
Sunday July 1, 2018: Main Street – Fog Seal
From 12th Street to 21st Street

Section 4.3.6 has been amended to read:

Tuesday July 3, 2018: D Road
Start time 6:00 A.M. Chip seal from 9th Street to Riverside Parkway

Section 4.3.7 has been amended to read:

Monday July 9, 2018: Riverside Parkway
Start time 6:00 A.M. Chip seal from west side of 29 Road to Winters Avenue

Section 4.3.9 has been amended to read:

Wednesday July 11, 2018: Riverside Parkway
Start time 6:00 A.M. Chip seal from 4th Avenue to West Avenue and both ramps on west side of 5th Street plus Highway 340 off ramp onto Riverside Parkway

Section 4.3.11 has been amended to read:

Tuesday July 24, 2018: Riverside Parkway, 29 Road to 4th Avenue – Fog Seal
Start time 6:00 A.M. Close Riverside Parkway between S. 9th Avenue and D Road

Section 4.3.12 has been amended to read:

Wednesday July 25, 2018: Riverside Parkway – Fog Seal

Start time 6:00 A.M. From 4th Avenue to West Avenue and all ramps on and off 5th Street plus ramp off Highway 340

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

Susan Hyatt
City of Grand Junction, Colorado



633 34 Road
Clifton, CO 81520
Office: 970-257-7400

June 1, 2018

Re: RFP-4532-18-SH – CHIP SEAL TRAFFIC CONTROL

City of Grand Junction
Grand Junction Streets Division
Attention: Susan Hyatt

Traffic Control Specialists is pleased to submit a proposal for the above referenced project.

Our mission is to offer services that will not only meet but exceed your professional expectations in efficient, safe, and reliable traffic control services. Based on our employee's experience and the company's ideals we are confident we are prepared to provide The City of Grand Junction with superior traffic control on all their projects.

Contact Person and
Authorized Representative:

Maria Slane, TCS, Project Manager
633 34 Road
Clifton, CO 81520
970-985-9486 cell
970-257-7400 office
970-985-4577 fax
marias@flagsandcones.com

Office Manager and
Contract Coordinator

Annette Silver
633 34 Road
Clifton, CO 81520
970-424-4980 cell
970-257-7400 office
970-985-4577 fax
annettes@auc.bz

We look forward to working together to make our roadways safe for the City of Grand Junction community.

Please feel free to contact me at any time should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Huffman', is written over a horizontal line.

Daniel Huffman
President
970-985-0087 cell



633 34 Road
Clifton, CO 81520
Office: 970-257-7400

RFP-4532-18-SH – CHIP SEAL TRAFFIC CONTROL

QUALIFICATIONS / EXPERIENCE / CREDENTIALS

Albeit Traffic Control Specialists is a relatively new company, our employees bring with them years of experience with regards to the type of projects The City of Grand Junction would be performing. Our three lead ATSSA certified Traffic Control Specialists (TCS) have worked on prior years annual traffic control projects for Mesa County including their chip seal projects. In 2016 they managed the traffic control aspect of the Mesa County Overlay project. In 2017 and again this year we have been awarded the contract with Mesa County doing their traffic control for miscellaneous projects. Our employees are experienced and familiar with the needs and requirements these contracts demand. These same employees would be assigned to the traffic control projects for the city should Traffic Control Specialists be awarded the 2018 Chip Seal contract.

Maria Slane, TCS, Project Manager
ATSSA Certified Traffic Control Supervisor
ATSSA Certified Flagger Instructor
8 years experience

M. Julian Bera, TCS
ATSSA Certified Traffic Control Supervisor
4 years experience

Lisa Schave, TCS
ATSSA Certified Traffic Control Supervisor
4 years experience

EXPERIENCE:

2017/2018 MESA COUNTY TRAFFIC CONTROL CONTRACT

Mesa County Road and Bridge

Lincoln Crawford

Work includes: All traffic control operations for the Chip Seal program, asphalt patching, culvert replacements, and miscellaneous roadway work.

2018 Rio Blanco County Chip Seal CR 5 Peance Creek Rd

United Companies

Mark Painter

Work included: All traffic control operations for the chip seal and fog seal of 34 miles of CR 5 in Rio Blanco County.

2017 City of Grand Junction Roadway Repairs

United Companies

Mark Painter

Work included: All traffic control operations for the milling and overlay of various Grand Junction streets.

2017 28 ½ Sewer and Waterline Replacement and Overlay

MA Construction

Jeff Niman

Work included: All traffic control operations for the milling, water/sewer/storm pipe replacements, and paving of the roadway.

2017 SEWER LINE REPLACEMENT

MA Construction

Andy Azcaraga

Work Included: All traffic control operations for the milling, sewer line replacement, and paving of City of Grand Junction Roadways.

CREDENTIALS

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES

This is to affirm that
Maria Slane
has satisfied the requirements
to be designated as a
CERTIFIED TRAFFIC CONTROL SUPERVISOR

Cert. #: 489139
Issue Date: 01/26/2018
Expiration Date: 01/19/2022

Donna M. Clark
Certification Board

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES

This is to affirm that
Mac Bera
has satisfied the requirements
to be designated as a
CERTIFIED TRAFFIC CONTROL SUPERVISOR

Cert. #: 466097
Issue Date: 05/20/2016
Expiration Date: 03/07/2020

Donna M. Clark
Certification Board

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES

This is to affirm that
Lisa Schave
has satisfied the requirements
to be designated as a
CERTIFIED TRAFFIC CONTROL SUPERVISOR

Cert. #: 513171
Issue Date: 08/11/2017
Expiration Date: 07/18/2021

Donna M. Clark
Certification Board



633 34 Road
Clifton, CO 81520
Office: 970-257-7400

RFP-4532-18-SH – CHIP SEAL TRAFFIC CONTROL

REFERENCES

Grand Valley Power
Bill Barlow
845 22 Road
Post Office Box 190
Grand Junction, CO 81502
970-270-8392

City of Grand Junction
Public Works Department
Ron Key
250 N. 5th Street
Grand Junction, CO 81501
970-244-1572

ACS Sewer and Irrigation Services
Thomas Gundt
226 Meeka Court
Grand Junction, CO 81503
970-201-3600

Martin Construction, Inc.
Russ Martin
1026 19 ½ Road
Fruita, CO 81521
970-985-5175

United Companies of Mesa County
Mark Painter
P.O. Box 3609
Grand Junction, CO 81502
970-254-3212

Mesa County Public Works
Heather Conder
P.O. Box 20,000 - 5025
Grand Junction, CO 81502
970-244-1807

C. Strategy and Implementation Plan:

The City of Grand Junction's objective for the Chip Seal RFP is to contract a traffic control company that provides safe and effective traffic control while chip sealing area city streets for the 2018 season. To accomplish this, Traffic Control Specialists will utilize a TCS and helper to preset the scheduled next day's work zone. We work to stay ahead of the City's chip seal crews to allow for an easy transition from one location to another and to avoid having to wait on our setup and mobilization time. We accomplish this by being one step ahead and setting up past the projected days work zone and being ready to progress into the next step easily and efficiently. Certified Flaggers will be scheduled to meet the needs of the days scheduled work area. Adequate signage will be used to advise the public of the road work ahead, fresh oil, and loose gravel. Due to the high volume areas, it may be necessary to close side streets that lead into the work zone. When this is necessary there will be a posted detour route for the traveling public. Traffic Control Plans will be provided with the detour route shown.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-4532-18-SH Chip Seal Traffic Control

Offeror must submit entire Form completed, dated and signed.

Personnel Charges	Unit	Reg Hourly Rate	Night Hourly Rate	Weekend/Holiday Rate
Traffic Control Supervisor	Per Hour (2 hr. Min)	45.00	45.00	55.00
Hourly Cost per Flagger	Per Hour (4 hr. Min)	23.00	23.00	25.00
Equipment/Device Charges	Unit			
Candles/Cones	Per Each	1.00	1.00	1.00
Vertical Panels and Drums Including Lighting	Per Unit	2.00	2.00	2.00
Signs	Per Unit	2.00	2.00	2.00
VMS (Variable Message Sign)	Per Unit	50.00	50.00	50.00
Additional Charges	Unit			
Mobilization in Valley	Per Unit	50.00	50.00	50.00
Mobilization out of Valley	Per Unit	50.00 plus \$1.00/mile round trip.		
Traffic Control Plans	Per Accepted Plan	40.00	40.00	40.00
Emergency Road Closure including Detour	Per Closure	500.00	500.00	500.00
(Please add any additional fees)				

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 0 days after the receipt of the invoice. Payment Terms 30.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1.

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

Date: June 1, 2018

Traffic Control Specialists
Company Name – (Typed or Printed)

[Signature]
Authorized Individual Signature

633 34 Road
Address of Offeror

970.257.7400
Phone Number

Daniel Hoffman
Authorized Individual – (Typed or Printed)

President [Signature]
Title

Clifton, Colorado 81520
City, State, and Zip Code

danielh@auc.biz
E-mail Address of Agent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2017

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).

PRODUCER Moody-Valley Insurance Agency 760 Horizon Drive, Suite 302 Grand Junction CO 81506		CONTACT NAME: Tina Post PHONE (A/C, No. Ext): (970) 248-8300 E-MAIL ADDRESS: tina.post@moodyins.com		FAX (A/C, No): (970) 242-1894
INSURED Traffic Control Specialists, LLC 633 34 Rd Clifton CO 81520		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Rockhill Insurance Company		28053
		INSURER B: Allied Property & Cas Ins Co		42579
		INSURER C: RSUI Indemnity Co		22314
		INSURER D: Pinnacol Assurance		41190
		INSURER E: Hiscox Ins Co		10200
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 18/19 Client portal

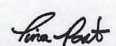
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RCGLPG0335201	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP3008351070	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			NHA081772	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4077214	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			MPL177814418	01/01/2018	01/01/2019	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**

City of Grand Junction 250 N 5th St 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 Tina Post/TINPOS 
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ACORD 25 (2014/01)

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INS025 (201401)