



Road & Bridge Department
REQUEST FOR PROPOSALS

Proposal Package
Ouray County

2021
On-call Traffic Control Bid

Proposals Due
Tuesday, May 25, 2021 by 4:00 p.m.

Location
Ouray County Administration
P.O. Box C, 541 4th St, Ouray, CO 81427

Request for Proposal
Ouray County
2021 On-call Traffic Control

Ouray County is accepting sealed proposals for 2021 On-call Traffic Control. The County plans to contract with one or more contractors to provide on-call traffic control services for various projects. The work includes delivery and setup of traffic control devices in work zones and the provision of flaggers and other personnel to maintain work zones. The County is seeking contractor(s) whose combination of experience and expertise will provide timely, cost-effective services to the County.

Two proposals must be received in a **sealed envelope and marked “2021 On-call Traffic Control” with the name of the company and mailed to Ouray County Administration, P.O. Box C, Ouray, CO 81427**, or delivered by courier to: **541 4th St, Ouray, CO 81427 and received no later than 4:00 p.m. MST, Tuesday May 25, 2021 to the Administration department at the Ouray County Courthouse.**

Proposal Package can be downloaded from Ouray County’s website at www.ouraycountyco.gov.

For further information, please contact Bill Frownfelter, Ouray County Engineer at 970-708-1058. All questions shall be in writing and emailed to Ty Barger, Ouray County Road Bridge Superintendent at tbarger@ouraycountycogov AND to Bill Frownfelter at bfrownfelter@sehinc.com.

Ouray County reserves the right to reject any and all proposals, to waive any and all informalities, or to accept the proposal that best serves the interest of the County, and the right to disregard all nonconforming, non-responsive, or conditional proposals. Awarding of the proposal is not based solely upon low quotation price, but on overall service, quality, and “best value” to the County in accordance with the Ouray County Purchasing Manual.

Proposer Instructions

Submitted proposals must be enclosed in a sealed envelope marked “2021 On-Call Traffic Control” with the name of the company and mailed to Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 541 4th St, Ouray, CO 81427 no later than Tuesday, May 25, 2021 by 4:00 p.m. MST. Please return completed Attachment “A” (Company Information Sheet) and Attachment “B” (Pricing for Traffic Control). Proposals received after the date and time due will not be considered and will be returned to the bidder un-opened.

Proposals are to be submitted on the Proposal Forms included within the Proposal package. Any proposal questions must be received by 4 p.m. MST on May 13, 2021.

Any modifications to the Invitation to Proposal package will be in an Addendum and posted to the County website by 5 p.m. on May 17, 2021 and distributed to all known Proposers. It is the responsibility of the Proposer to verify if an addendum has been issued. Proposer shall acknowledge Addenda in the Proposal and Addenda Acknowledgment section of the Proposal Form.

General Conditions

All bids shall be irrevocable for 45 days from the date of the bid opening.

The successful bidding Contractor(s) will be required to enter into an agreement with Ouray County. A sample copy of the agreement is included in this bid package. The final contract negotiated with the successful

bidder(s) may be modified from this sample.

Contractor shall carry insurance coverage as outlined in these General Conditions.

Payment to Contractor will be made upon submission and approval of invoice(s). Payment will follow normal County payment processing cycles for issuance of checks.

Awarding of Proposal

Ouray County reserves the right to reject any and all proposals, to waive any and all informalities or to accept the proposal that best serves the interests of the County, and the right to disregard all non-conforming, non-responsive, or conditional proposals. Awarding of the proposal is not based solely upon low quotation price, but on overall service, quality, and “best value” to the County in accordance with the Ouray County Purchasing Manual. The action to award a contract is subject to approval by the Board of County Commissioners. The submission of a proposal does not in any way commit the County to enter into an agreement or contract with that proposer.

Required of Successful Proposer

1. Furnish certificates of required insurance coverage.
2. Furnish a completed Form W-9 “Request for Taxpayer Identification Number and Certification”.
3. Enter into a contract agreement with the County, which includes Notification of Immigration Compliance Requirements and Certification by Contractor.
4. Furnish an Equal Employment Opportunity Certification letter.

General

1. The requested bids include all labor, materials, equipment and other items, except as specified herein, for the proper and timely execution of the Work, the terms and conditions of payment therefore, and all Work which may be reasonably inferable from the bid as being necessary to provide the described services.
2. The OR (or his designee) will provide general administration of the Contract awarded and will be the County’s representative in the performance of the Work.
3. Consistent out-of-specification performance shall be sufficient grounds for termination of the contract and claim for damages.
4. The successful bidder agrees that the Work to be performed is that of an independent contractor and not as an employee of the County. As an independent contractor, the contractor is not entitled to workers’ compensation benefits, except as may be provided by the independent contractor nor to unemployment benefits. The contractor also will be obligated to pay all federal and state income tax on any moneys paid pursuant to any contract awarded the successful bidder.
5. The successful bidder agrees to supervise and direct the Work for which he/she is responsible, using his best skill and attention. If the successful bidder hires employees to perform the Work, the successful bidder shall, at all times, enforce strict discipline and good order among such employees and shall not employ on the Work site any unfit person or anyone not skilled in the task assigned to him. Furthermore, the successful bidder shall be responsible for the acts and omissions of all his employees and all other persons performing any of the Work as directed by the successful bidder. The successful bidder shall be required to comply with the terms of C.R.S. § 8-17.5-101, et seq., “Illegal Aliens – Public contracts for Services”.

6. Insurance:

- a. The successful bidder must procure and maintain comprehensive general liability insurance naming Ouray County as an “additional insured” with maximum limits no less than one hundred fifty thousand dollars (\$150,000) per occurrence and six hundred thousand dollars (\$600,000) aggregate. 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 with respect to each of the successful bidder’s owned, hired and non-owned vehicles assigned to or used in the performance of the Work pursuant to an awarded contract shall be procured and maintained by the successful bidder. This policy shall contain a severability of interest provision and shall name Ouray County as additional insured. If the successful bidder has no owned automobiles, the requirement for comprehensive automobile liability insurance may be met by each employee of the successful bidder providing certificates to Ouray County under the awarded contract. In addition, the successful bidder must procure and maintain Workers’ Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged by the successful bidder in the performance of Work under a contract awarded to the successful bidder. Additional insurance shall be procured and maintained as required by law, ordinance or governmental regulations, as amended from time to time.
- b. Insurance required shall be obtained from companies qualified to do business in the State of Colorado with a general policyholder’s financial rating of not less than “A” as set forth in the most current edition of “Best’s Insurance Reports”.
- c. The successful bidder must provide evidence of such insurance coverages satisfactory to Ouray County within seven (7) business days of receipt of the bid award. Certificates of insurance shall identify the awarded contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed without at least thirty (30) days prior written notice to the **Ouray County Administrator, P. O. Box C, Ouray, Colorado 81427**. All coverages shall be continuously maintained from the date of commencement of services. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Every insurance policy required shall be primary insurance and any insurance carried by the County, its officers, or its employees, shall be excess and not contributory insurance to that provided by the successful bidder. The required policies of insurance may provide for deductible amounts as the successful bidder may deem to be reasonable, but in no event greater than \$10,000.00 and the successful bidder shall be responsible for any deductible losses under any insurance policy.
- d. Failure on the part of the successful bidder to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Ouray County may immediately terminate its contract with the successful bidder. The successful bidder understands and agrees that the County will be relying on, and would not waive or intend to waive by any provision of the awarded contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, (C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the County.
- e. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

7. The successful bidder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/she shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: 1) all employees of the successful bidder on the Work and other persons who may be affected thereby; 2) all the Work and all materials and equipment to be incorporated therein; and 3) other property at the site or elsewhere. He 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. All damage or loss to any property caused in whole or in part by the successful bidder performing the Work shall be the sole responsibility of the successful bidder.
8. To the fullest extent provided by law, the successful bidder agrees to indemnify and hold harmless the County, its officers, and its employees, from and against all liability, claims, and demands, on account of injury, loss or damage, which arise out of or are in any manner connected with the Work under the awarded contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the successful bidder or any subcontractor of the successful bidder. The obligation of this provision shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission or other fault of the County, its officers, or its employees.
9. Payment for Services:
 - a. Ouray County will make payment to the Contractor upon submission and approval of an invoice to the OR. Payment of invoices shall follow normal County payment processing cycles for the issuance of checks.
 - b. Payments may be withheld on account of any and all of the following: 1) work not meeting requirements current edition of the Manual on Uniform Traffic Control Devices or CDOT Standard Specifications for Road and Bridge Construction 2019 Edition ; 2) claims asserted or evidence which indicates probable assertion of claims; 3) failure of the successful bidder to make payments properly and timely to subcontractors or for labor, materials, or equipment; 4) damage to another contractor or County; 5) unsatisfactory prosecution of the Work by the successful bidder, or the successful bidder's subcontractors or employees.
 - c. The making of payment shall not constitute a waiver by the County of claims arising from: 1) unsettled claims; 2) faulty or defective Work appearing after substantial completion; 3) failure of the Work to comply with the requirements of the contract awarded; 4) terms of any special guarantees required by the contract awarded. The acceptance of payment shall constitute a waiver of all claims by the successful bidder except those previously made in writing and still unsettled.
10. The successful bidder agrees that pursuant to an awarded contract for the Work herein, the County may terminate such contract at any time for the County's convenience. The successful bidder shall be paid for work properly completed to the date of termination.
11. The successful bidder agrees to each and every term and condition as set forth in this Request for Quotation and each and every term and condition as set forth in the awarded contract. In the event of a conflict between the Request for Quotation and the awarded contract, the awarded contract shall control.
12. Ouray County reserves the right to accept or reject any or all bids as deemed in the best interests of the County. Awarding of the bid may not be based solely on low quotation prices, but on the overall service and past performance.
13. Any contract awarded shall be subject to annual appropriations by the Board of County Commissioners of Ouray County, Colorado.

14. The County shall not be liable for any expenses incurred by any firm responding to this RFP. Firms submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the firm's own expense with the express understanding that the firm cannot make any claims whatsoever for reimbursement from the County for the costs and expense associated with preparing and submitting a proposal. Each firm shall hold the County harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFP.
15. By responding to this RFP, the firm shall be deemed to have represented and warranted that the proposal is not made in connection with any competing firm submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the County in connection with this RFP.

Scope of Work and Specifications

Firm(s) will provide temporary traffic control services and the necessary temporary traffic control devices, personnel (i.e. flaggers) and related equipment generally consisting of the following categories:

- a. Work area traffic control setup
- b. Job site flagging
- c. Lane closures
- d. Road closures
- e. Vehicle, bicycle and pedestrian detours

The County's COR will notify the contractor when traffic control services are needed. The County will attempt to give a minimum of one week's notice of when services will be needed and the extent of services needed. The County's COR will identify the location where the Contractor will provide Traffic Control services. The COR or his duly authorized representative will monitor the Contractor's operations on a periodic basis to assure compliance with proper traffic control procedures.

Equipment and Supplies

Contractor(s) are required to provide at their expense, full personal protective equipment (PPE) and accessories to all traffic control personnel utilized during work for the County. PPE will include as a minimum; hard hats, ANSI Class II or higher clothing or vests, proper footwear, hearing protection and safety glasses.

All signs, cones and other traffic control devices will meet or exceed the latest versions of the following federal, state and local requirements for color, size, language, retro-reflectivity and crash-worthiness:

- a. Manual on Uniform Traffic Control Devices (MUTCD)
- b. National Cooperative Highway Research Program (NCHRP) Report 350
- c. American Association of State Highway and Transportation Officials (AASHTO)
- d. Roadside Design Guide
- e. Colorado Department of Transportation Qualified Products List.

All vehicles involved in the distribution or pick up of traffic control devices shall have, at a minimum, a yellow flashing light visible in all directions to provide warning to approaching motorists and will be considered incidental to the work being performed and shall not have separate compensation.

The County recommends that all materials be clearly marked with the contractor's name and phone number.

Variable message sign control panels will be locked with a contractor supplied padlock. The County may choose to provide their own variable message boards to the Contractor.

Contractor shall monitor traffic control setups at least daily to ensure presence of devices and replace damaged or missing traffic control.

All personnel engaged in flagging traffic must have a current CDOT Flagger certification. Personnel flagging traffic must be able to produce their certification card for inspection.

The Contractor's personnel will behave responsibly, professionally and show courtesy to the general public and County work crews at all times while performing the work for the County. The County's Project Manager, at their sole discretion, may request the Contractor to reprimand and/or promptly remove any employee or sub-contractor for any one or more, but not limited to, the following reasons:

- a. Intoxication
- b. Use of cell phone while engaged in traffic control operations
- c. Smoking while performing traffic control duties
- d. Personnel unable to provide valid and current "Flagging Certification"
- e. Use of foul, profane, vulgar or obscene language or gestures

Attachment B – Key Personnel and Other Resources

(make copies and attach additional sheets as necessary)

Project Name: Traffic Control Services - Ouray County On-call Traffic Control

Company's Name:

List the Project Manager and the Work Zone Supervisor who will be assigned to this Project. Provide the information required for each.

Name	Key Personnel 1	Key Personnel 2
Professional Certifications/Licenses (include Certification/License #)		
Proposed Role/Function for Projects	Company Project Manager	Work Zone Supervisor
Office Location (City, State)		
Number of Years with Company		
Number of Years of Relevant Experience		
Describe Relevant Experience, include list of Projects where the Key Personnel was responsible for the same role/function.		

Project Name: Traffic Control Services - Ouray County On-call Traffic Control

Company's Name: _____

List the full names of all employees (except Project Manager and Site Superintendent) whom you intend to assign to this Project. Describe their specific role/responsibility and availability for this Project.

<u>Employee Name</u>	<u>Project Role/Responsibility</u>	<u>Availability</u>	<u>Education / Experience</u>

Project Name: Traffic Control Services - Ouray County On-call Traffic Control

Company's Name: _____

List the legal names of all Subcontractors whom you intend to use on this Project. Provide their specific role/responsibility and contact information.

<u>Subcontractor Name</u>	<u>Project Role/Responsibility</u>	<u>Contact Person & Phone #</u>	<u>Address/City/State</u>

Attachment C: Project References

(make copies and attach additional sheets as necessary)

Project Name: Traffic Control Services - Ouray County On-call Traffic Control;

Company's Name: _____

List no more than five (5) projects performed and completed in the past five (5) years by your company that are similar in size and scope to this Project.

<u>Project Name</u>	<u>Owner Name Address / Phone</u>	<u>Contract Amount</u>	<u>Contract Start Date</u> <u>Contract End Date</u>	<u>Project Scope/Description</u>

Attachment D – Pricing

Hourly Rate Fixed For 3 Year Term of Contract
January 1, 2021 to December 31, 2023

Equipment	Contractor delivery & Set-up*			County Pick-up & Return		
	Daily Rate	Weekly Rate	Monthly Rate	Daily Rate	Weekly Rate	Monthly Rate
36"X36" Standard MUTCD Warning Signs on sign stands	\$	\$	\$	\$	\$	\$
36"X36" Standard MUTCD Warning Signs mounted on U-Channel Posts	\$	\$	\$	\$	\$	\$
Other traffic control signs (detour, arrows, etc.)	\$	\$	\$	\$	\$	\$
Sign Stands	\$	\$	\$	\$	\$	\$
Water Filled Interlocking Barricades	\$	\$	\$	\$	\$	\$
Concrete Jersey Barrier	\$	\$	\$	\$	\$	\$
36" Traffic Cones w/ retro-reflective bands	\$	\$	\$	\$	\$	\$
Traffic Barrels w/weights	\$	\$	\$	\$	\$	\$
Tubular Delineators	\$	\$	\$	\$	\$	\$
Trailer Mounted Arrow Board	\$	\$	\$	\$	\$	\$
Trailer Mounted Variable Message Signs	\$	\$	\$	\$	\$	\$
Type III Barricades	\$	\$	\$	\$	\$	\$
Type II Barricades (Sawhorse style)	\$	\$	\$	\$	\$	\$
Barricade mounted flashers	\$	\$	\$	\$	\$	\$
**Other	\$	\$	\$	\$	\$	\$

Equipment	Contractor delivery & Set-up*			County Pick-up & Return		
	Daily Rate	Weekly Rate	Monthly Rate	Daily Rate	Weekly Rate	Monthly Rate
Other	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$
Other	\$	\$	\$	\$	\$	\$

Personnel	Hourly Rate
NC Certified Flagger	\$
NC Certified Work Zone Supervisor	\$

*Costs for Contractor delivery and set-up should include costs associated with regular inspection and maintenance of the work zone.

**Please list costs and descriptions any other regulatory signs or equipment that you have available for work zone traffic control not otherwise listed.

List of other costs (Travel, vehicles, etc.):

**COUNTY ROAD ON-CALL TRAFFIC CONTROL
AGREEMENT**

THIS AGREEMENT, made this ____ day of _____, 20__ by and between the **Ouray County** with an address of **541 4th Street, P.O. Box C, Ouray, CO 81427** and **Contractor Name** with an address of:

_____ hereinafter called "Contractor".

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete Ouray County, On-call Traffic Control to include those items listed in the Contractor's Proposal Package dated _____, _____, 2021.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Contract Documents within the required time period as provided in the Request for Proposal Information, and will complete the work within a time period as provided for on the Request for Proposal Form.
4. The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the sum of _____, as shown on the Proposal Form and within the Bid Schedule. The parties understand that the sum set forth in the Proposal Form / Bid Schedule is a maximum price, subject to change orders as set forth herein.
5. The term "Contract Documents" means and includes the following:
 - (A) Request for Proposal
 - (B) General Conditions
 - (C) Attachment A
 - (D) Attachment B
 - (E) Agreement

All of the referenced documents are included in this Agreement and are as fully a part of

the Agreement as if repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

6. Ouray County certifies that funds have been appropriated and will pay to the Contractor in the manner and at such time as set forth in the General Conditions and Special Conditions such amounts as required by the Contract Documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

8. All notices, consents and communications required under the Contract Documents shall be in writing and shall be deemed effective when hand delivered or when sent by certified mail, return receipt requested and correctly addressed as follows:

Ouray County Administration, P.O. Box C, Ouray, Colorado 81427

Contractor:

To be filled out at time of execution

9. The prevailing party in any action to interpret the terms of this Agreement or to enforce any of the rights, obligations or conditions of this Agreement shall collect all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney fees.

10. The parties agree that an Independent Contractor relationship is created by this Agreement. Ouray County is interested only in the results to be achieved and the conduct and control of the work will lie solely with the Contractor. Contractor and its employees are not to be considered agents or employees of Ouray County for any purpose, and it is specifically understood and agreed that the Contractor and its employees are not entitled to any of the benefits that the County provides for its employees. Therefore, it is agreed that

none of the benefits provided by Ouray County to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker's compensation, or unemployment compensation, are available from Ouray County to the Contractor under the terms of this Agreement.

11. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Any legal action brought by either party relating to this Agreement shall be brought in Ouray County District Court.

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

Ouray County

By:

**Ben Tisdal, Chair
Board of County Commissioners**

(SEAL)

ATTEST:

Name: _____

(Please Print)

Title: _____

Contractor:

By: _____

Print Name: _____

Print Title: _____

(SEAL) ATTEST:

Name: _____

(Please type)

Title: _____