



**PURCHASED SERVICES CONTRACT
INVITATION TO BID (ITB)**

For

**2023-24 Stormwater CCTV Inspection/Assessment, Jetting, and Vactor Cleaning Services
Bid No. 23-27**

Event	Date
ITB Issued	August 14, 2023
Deadline for Questions	August 16, 2023; 1:00 PM
Electronic Bids Due to the City Submit to: brian.hartvigson@mercerisland.gov	August 18, 2023; by 3:00 PM

General Information: The City of Mercer Island (City) is requesting a price quotation for unit priced Stormwater CCTV Inspection/Assessment Services, Jetting and Vactor Cleaning Services. Work under this contract will be assigned through work orders. The work will occur at various locations throughout Mercer Island, WA to be determined later.

The City is beginning a multi-year assessment of the City's stormwater conveyance system to create a comprehensive database to identify, manage, prioritize, and renovate assets based on a condition evaluation. This work will include the inspection, cleaning, and condition assessment for trunkline stormwater pipes 12-inch in diameter and greater.

This contract will cover the work for the assessment program, as well as routine maintenance required for the stormwater pipe system. A majority of the assessment program work will be completed in 2023, with the option to start as soon as the contract is executed. The routine maintenance work is expected to occur throughout 2024.

The purpose of this Invitation to Bid is to establish, through a competitive bidding process utilizing the MRSC Small Works Roster, a contractor to perform unit priced (on-call) stormwater CCTV inspection, jetting, cleaning, condition assessment, and vactor cleaning services through Work Orders. The bid will have unit prices for regularly scheduled work **EXHIBIT "A"**, Schedule A and emergency work **EXHIBIT "A"**, Schedule B. Any quantities listed herein are for bidding purposes only and represent estimated quantities. The City is neither obligated nor restricted to the quantities listed herein.

Bids will be evaluated and recommended for award to the lowest, qualified, response and responsible bidder. A non-exclusive contract is to be awarded from this request.

The City will enter into a contract with the successful contractor with an estimated, but not guaranteed contract amount of up to \$350,000 until December 31, 2024. This "not-to-exceed" amount will be based upon the actual work performed on the project and unit prices submitted in the Bid by the selected contractor. The City will not be bound by this dollar amount, nor shall the City be obligated to authorize work contained in this ITB.

Project Requirements: The contractor must be NASSCO certified. Contractor must obtain valid City of Mercer Island Business License and applicable permits at Contractor's sole expense. For emergency services (Schedule B), the contractor must have a response time of three (3) hours or less.

Delivery of Bid: All documents shall be submitted as a PDF and sent electronically to:

brian.hartvigson@mercerisland.gov on or before the due dates and time. All submittals shall be clearly titled: "BID PROPOSAL – 2023-24 STORMWATER CCTV INSPECTION/ASSESSMENT, JETTING, AND VACTOR CLEANING SERVICES".

Due Date: **August 18, 2023**

Time: **3:00 PM (PST)**

Contractors that deviate from this format or alter this form shall be deemed non-responsive. Contractors accept all risk of late delivery, regardless of fault. Any bid proposal received after the due date and time shall be deemed non-responsive. The City of Mercer Island reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This Invitation to Bid does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a bid. Furthermore, this request does not obligate the City to accept or contract for any expressed or implied services. The selected contractor will be required to meet and agree to all the conditions in this Invitation to Bid (ITB) as well as the Required Bid Forms, **EXHIBIT "A"**, the SAMPLE Contract Documents, **EXHIBIT "B"**, and the City's General Terms and Conditions, **EXHIBIT "C"**.

INSTRUCTIONS AND INFORMATION FOR BIDDERS

Submittal Requirements: No bid shall be considered except those submitted in the forms referenced below. Substitutions will not be accepted during the bid process. Do not leave any space blank.

Please complete and sign ALL five (5) **EXHIBIT "A" REQUIRED BID FORMS**.

EXHIBIT "A" REQUIRED BID FORMS

- 1) Bid Proposal Form
- 2) Subcontractor Listing
- 3) Non-Collusion Declaration
- 4) Contractor Declaration
- 5) Bidders Qualification Certificate

All required submittal documents must be signed by an authorized representative, having authority to sign on behalf of the Contractor.

By signing these documents, the Contractor agrees that they are familiar with the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done. The Contractor further agrees to furnish all labor, materials, equipment, tools, traffic control measures, and any other items necessary to perform and complete the work. Failure to submit all of these documents shall make the bid non-responsive and not eligible for award.

Interpretation of Contract Documents: Questions regarding the project may be emailed to Elayne Grueber, Capital Project Manager, at elayne.grueber@mercerisland.gov. Questions are to be received no later than Wednesday **August 16, 2023 at 1:00 PM**. Any oral communication will be considered unofficial and non-binding. Questions via phone will not be accepted. All questions received will be compiled, and responses will be sent to all solicited contractors prior to the closing of bids.

Bid Proposal Form

Acknowledgement of Addenda: Each Bidder shall include in the Bid Form section, **EXHIBIT "A"**, specific acknowledgment of receipt of each Addendum issued by the City during the bidding period. If the Bidder does not specifically acknowledge each addendum, the City may reject the bid as non-responsive unless the City determines from delivery records or from inclusion of information in the bid or information contained in the addenda that the Bidder received constructive notice of the addenda.

Estimated Annual Quantities: The unit quantities shown in the Bid Proposal Form, **EXHIBIT "A"**, are estimates and are stated only for bid comparison purposes. The City does not warrant that the actual quantities of work will correspond with those estimates. The City reserves the right to increase or decrease any of the quantities shown without adjusting the unit contract prices through a Change Order. Payment will be made on the basis of the actual quantities satisfactorily completed for each work order in accordance with the contract requirements.

Unit Prices: The unit prices submitted in the Bid Proposal Form, **EXHIBIT "A"**, shall be full compensation and include everything necessary to perform and complete each work order/project, including, but not limited to furnishing all labor, materials, equipment, tools, labor, and service. No additional costs such as mileage or travel expenses will be considered. All individual line-item bid amounts shall include applicable Washington State Sales Tax.

Markups (if applicable): Markups will only be for project materials that are not provided by the City and the City will only accept rates of markup that are reasonable to the current industry. Markups are used only for the purpose of determining prices when invoices are presented and will not be used in determining the lowest responsible bidder. The City reserves the right to audit any charges that are presented and request any invoices from the supplier to review the markup costs.

Bid Errors: In the event of a discrepancy between the unit price and the total price for any bid item, the unit price will govern and the total item price will be adjusted accordingly. If the Bid is an incorrect total of all bid items included on the bid proposal, the total bid price will be corrected.

Bidder Responsibility: It is the intent of the City to award the contract to the lowest responsible bidder. In accordance with the Revised Code of Washington (RCW) 39.04, before award of a public works contract, a bidder must meet the following state responsibility criteria, to be considered a responsible bidder and qualified to be awarded the project.

The Bidder must, at the time of bid submittal, have the following:

1. A current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal.
2. A current Washington Unified Business Identifier (UBI) number.
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010, RCW 39.12.050, RCW 39.12.055, or 39.12.065.
4. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in Title 51 RCW.
 - b. Have a Washington State Employment Security Department number, as required in Title 50 RCW.
 - c. Have a Washington State Department of Revenue state excise tax registration number, as required in Title 82 RCW.
 - d. An electrical contractor license, if required by Chapter 19.28 RCW.
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
5. Completed the L&I online training or meet the prior experience requirements in RCW 39.04.350(1)(f).
6. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
7. Have a Federal W-9 Tax ID

Subcontractor Responsibility: In accordance with RCW 39.06.020, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets all of the requirements in the previous Bidder Responsibility criteria. The City reserves the right to review the procedure that the selected Bidder uses in validating the responsibility of any subcontractors.

Questions/Clarifications: The City reserves the right to request that a respondent clarify or correct its proposal or to supply any additional material deemed necessary to assist in determining a responsive proposal. Modification and/or withdrawal of an already submitted bid will be considered only if the request is received prior to the submittal deadline. All modifications and/or corrections must be made in writing and executed and submitted in the same format and manner as the original proposal. The City reserves the right to change the scope of work, duration of term, or issue addendums at any time. The City also reserves the right to cancel, change or re-issue this request at any time.

Basis of Award: The City of Mercer Island will select and award the contract to the lowest responsible bidder, as determined by the City for the combined total of Bid Schedules A and B. The successful bidder will be the bidder submitting the lowest responsible bid for Schedules A and B. Contract shall be awarded as per the Bid Proposal Form, **EXHIBIT "A"**. All rates and pricing submitted shall include all costs, including but not limited to all wages, benefits, the cost of tools, equipment, ancillary supplies, overhead, profit, taxes, licenses, permits, bonds, and any other administrative fees associated with the performance of this contract. Washington State Prevailing Wage rates for King County shall apply. Contractor, and all subcontractors, must obtain a valid City of Mercer Island Business License at their sole expense. All applicable bonds must also be obtained at the contractor's sole expense.

Bid Protest: Protests shall be in accordance with RCW 39.04.105. Only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening.

Award of Contract: Upon selection of the lowest responsible bidder, the successful bidder will receive a Notice of Award email or letter and any required Contract Documents. The successful bidder must sign and return all Contract Documents to the City within ten (10) business days. If not returned within ten (10) business days, the City retains the right to cancel the award and go to the next lowest responsive, responsible bidder.

Work Orders: When a project is identified, the City will create a work order. A City representative will contact the Contractor and notify them of work that needs to be performed. The City and Contractor will coordinate the project start date and confirm the cost of the project pursuant to the unit prices awarded. The City will not authorize any work until a work order is assigned and provided to the Contractor unless the Contractor is responding to an emergency situation.

Labor: The Contractor shall, at all times, provide sufficient skilled personnel to complete and meet all deadlines for work orders or projects in a timely manner. At all times, there shall be one person or foreman authorized in making project decisions, including: ordering materials, negotiating change orders, attending project meetings when required, and ordering additional manpower when needed. Any prior work approval that requires a cancellation or schedule adjustment shall be communicated to City staff at least 12 hours in advance via phone or email.

Prevailing Wage: Any contract resulting from this Invitation to Bid is subject to the requirements of RCW Chapter 39.12 and RCW 35.23.352, and as it may be amended, relating to prevailing wages and as set forth in the Sample Contract, included in **EXHIBIT "B"**. Current prevailing wage rates for King County can be obtained from the Washington State Department of Labor and Industries at <https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>.

Before any payment shall be made, the selected Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City. The Contractor is responsible for payment of all fees and shall make all applications and payments directly to the State Department of Labor and Industries. A contractor, subcontractor, or employer shall also file a copy of its weekly certified payroll records using the Department of Labor and Industries' online system at least once per month, pursuant to RCW 39.12.120.

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. This intent should have the total contract amount of \$350,000 and the affidavit should be the total amount for all work completed within the contract period of the unit priced contract.

Permits: The Contractor awarded the contract will be required to obtain a Right-of-Way Permit prior to performing any work and send copies of any permits to the Project Manager or their representative. The Contractor is responsible for complying with and maintaining all permit(s), throughout the entire term of this contract, finalizing any permits, scheduling final inspections, and completing any other items required by the Community Planning and Development department. Information regarding the right of way permit as well as the application form can be found at <https://www.mercerisland.gov/cpd/page/right-way-use-permits> or at <https://mybuildingpermit.com>.

Business License: As mandated by Mercer Island City Code 4.10.100, the General Contractor awarded the contract and each Subcontractor working on the project will be required to obtain a City of Mercer Island Business License at their sole expense. The Contractor and each Subcontractor shall obtain a City of Mercer Island Business License prior to performing any work and maintain a current business license throughout the term of this contract with the City. A business license application can be obtained online at <https://dor.wa.gov/manage-business/city-license-endorsements/mercer-island>.

Insurance Requirements: The Contractor awarded the contract shall maintain current insurance as set forth in the Sample Contract, included in **EXHIBIT "B"**, and the Contractor shall name the City of Mercer Island as additionally insured on the policy endorsements. The Contractor is responsible for submitting all new insurance documents, via electronic transmission, to the City within ten (10) calendar days after expiration.

Bid Guarantee: Failure to furnish a bid deposit of a minimum of five percent (5%) shall make the bid non-responsive and not eligible for award.

Performance/Payment Bond: The Contractor awarded the contract, at their sole expense, shall provide a separate Performance Bond and Payment Bond as set forth in the Sample Contract **EXHIBIT "B"**. A payment bond is required for this project. The Contractor awarded the contract shall furnish a Payment Bond equal to one hundred percent (100%) of the contract, as set forth in the Sample Contract, included in **EXHIBIT "B"**.

The Performance Bond and Payment Bond shall be in force throughout the entire term of the contract including any extensions until final completion and acceptance by the City. The contract bonds shall be furnished by a corporate surety company authorized to do business in the State of Washington. The surety must be approved and appear on the most current revision of the U.S. Treasury Circular 570.

Measurement and Payment: The Contract price shall constitute full compensation for furnishing all labor, materials, tools, and equipment for performing all work and operations required as specified herein and shall be considered full compensation. Payment to the Contractor will be made only for the actual quantities of work performed and accepted in conformance with the contract. The City shall withhold retainage from each invoice as required by RCW 60.28, as amended. The Public Works Utilities Operations Manager or their designee shall have sole authority to approve all phases of the project including quality of work.

Invoices: Contractor shall submit properly completed invoice(s) electronically to Elayne Grueber, Capital Projects Manager, at elayne.grueber@mercerisland.gov, and also to the Public Works Mailbox at publicworks@mercerisland.gov. Copies of the work order or request form with complete information shall be attached to invoices submitted for payment. The awarded Contractor shall be paid upon submission of a properly itemized invoice based on the prices stipulated in the Bid Proposal Form, **EXHIBIT "A"**, for work performed in accordance with all payments.

Submitted invoices must contain the following minimum information.

- A. Project Title/Location
- B. Work Order Number
- C. Description of items/work completed, itemized by unit prices and total price
 - i. Pass-through permit costs, if applicable
 - ii. Markups on project materials, if applicable
- D. Sales Tax, if applicable
- E. This statement, per RCW 39.12.040: “We certify that the prevailing wages have been paid in accordance with the pre-file statement or statements of intent to pay prevailing wages on file with the City of Mercer Island.”

Invoices will be reviewed by the City before payment is made and the City’s designated representative shall not authorize payment until, in their opinion, the work has been satisfactorily completed. The City may request that the Contractor file the year-end affidavit prior to processing the final invoice.

Retainage: The Contractor awarded the contract shall have five percent (5%) of the Total Compensation retained by the City to assure payment of Contractor’s state taxes as well as payment of subcontractors, suppliers, and laborers. If the Contractor awarded the contract submits a retainage bond, this will be at the sole expense of the Contractor.

Termination: At any time, upon written notice, the City has the right to terminate this contract, with or without clause.

Warranty & Guaranty: Contractor warrants that all Work conforms to the requirements of the Contract and is free from any defect in equipment, material, design, or workmanship performed by Contractor or its Subcontractors and Suppliers, as set forth in the City’s General Terms and Conditions, **EXHIBIT “C”**. The warranty period shall be for the longer period of one year from the date of Final Acceptance of the entire Project’s Work Orders or the duration of any special extended warranty offered by a supplier or common to the trade. The Contractor shall submit in writing their agreement to provide free of charge, replacement materials and labor for all failed or otherwise inoperative equipment. If, within an applicable warranty period, any part of the Work is found not to conform to the Contract, the Contractor shall correct it promptly after receipt of written Notice from the City to do so.

Gifts & Favors: The City’s Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City’s Code of Ethics and state law, the Contractor shall not give any gift, favor, or promise of any kind to City employees or officials.

Title VI: The City of Mercer Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award

WORKING GUIDELINES

Below are some of the City's common guidelines to follow on projects. Please refer to **EXHIBIT "C"** for the complete General Terms and Conditions.

1. All work conducted under this contract shall follow the best available Best Management Practices. Contractor shall comply with all applicable codes and appropriate safety regulations for all work performed, including confined space and lock out/tag out regulations.
2. Contractor will not be allowed to utilize City-owned equipment, unless prior authorization by the Utilities Department has been provided.
3. For any maintenance and repairs, time shall be based on actual time spent on the job site(s). Travel charges to and from the job site will NOT be allowed or reimbursed.
4. Temporary traffic control measures will be required under this contract. The Contractor shall comply with the City of Mercer Island and Washington State regulations pertaining to safety equipment and traffic control when working in or adjacent to the roadway. Contractor must meet standards set forth by the MUTCD (Manual on Uniform Traffic Control Devices) from the Federal Highway Administration. This manual is available online at the following website: <http://mutcd.fhwa.dot.gov/>. Workers must wear high visibility apparel at all times. When flaggers and traffic control equipment are required for lane closures, all flagging operations and traffic control signage shall be provided and coordinated by the contractor. All flaggers shall have a valid flagger certification card when controlling traffic.
5. The Contractor must maintain a regular work schedule, between the hours of 7 AM and 4 PM, Monday through Friday.
6. Weekend and after-hours emergency response may be requested during or after storm events. The Contractor shall provide preferential response for emergency services requested by the City over any non-agreement customers. Contractor is expected to arrive on-site at the City shop within 3 hours of a City representative call request. By submitting a bid, you agree you are able to accommodate this request.
7. Contractor shall at all times keep the Site, access points, and public right-of-way free from accumulation of dirt, mud, waste materials, and/ or rubbish caused by the Contractor or Subcontractors.
8. Contractor shall be responsible for the removal of all debris and refuse before leaving the work area and provide for proper disposal offsite.
9. If requested by the City, Contractor shall provide a summary of all work completed in a daily work log. Contractor shall submit daily reports detailing each day's work including hours worked for labor and equipment.
10. City's designated representative shall have sole authority to approve all phases of the project including quality of work and shall not authorize payment until, in their opinion, the work has been satisfactorily completed.
11. Contractor's personnel shall be courteous, neat in appearance, and wear visible Contractor identification. All vehicles shall display the Contractor's business name.
12. The Contractor and all Subcontractors ultimately awarded a contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
13. Contractor and all subcontractors shall obtain a City of Mercer Island Business License, at their own expense, before commencing any work.
14. The Contractor shall obtain a Right of Way Use Permit, at their own expense, before the commencement of this work and provide a copy of the permit to the Project Manager or their designee.
15. Contractor shall ensure that employees comply with all City of Mercer Island and Washington State Industrial regulations and practices. All work shall conform to Mercer Island City Code 8.24.020 regarding Noise Nuisance.

16. Contractor shall ensure all Contractor personnel comply with all relevant OSHA, WISHA, and Labor and Industries worker safety regulations at all times they are on the project site.
17. Contractor must submit Intents and Affidavits for prevailing wages annually for all work completed within the previous twelve-month period of the unit priced contract.
18. Contractor must not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List".
19. Contractor must not be currently debarred from any federal or state bidding.

PROJECT DESCRIPTION AND TECHNICAL SPECIFICATIONS

A. Scope of Work

Though this unit priced project, the Contractor shall provide Stormwater CCTV Inspection/Assessment Services, Jetting and Vactor Cleaning Services of stormwater pipes at various locations within the jurisdictional boundaries of Mercer Island, WA 98040. Results are required using PACP standards and delivered in digital format and enabled for future input by City GIS staff. The contract shall expire on December 31, 2021. The contact expenditure is estimated but not guaranteed at \$350,000.

The contractor shall provide the necessary labor, tools, materials, and equipment for performing the work. Work to obtain a Mercer Island Business License and Mercer Island Right of Way Permit is considered incidental to this work. Temporary traffic control measures will be required under this contract. Work locations will be provided via Work Orders by designated representatives of the City.

The City will not authorize any work/project until a work order has been issued, unless the Contractor is responding to an emergency.

B. Project Schedule

Schedule A - Normal Business Hours:

- 7:00 am to 4:00 pm, Monday through Friday

Projects assigned through Work Orders shall occur during these business hours.

Schedule B – After Hours, Weekends, Holidays*

- 4:00 pm to 7:00 am Monday through Friday and/or Saturdays, Sundays, and holidays

An emergency may arise any time, on any day. A **3-hour response** time is needed for these emergency requests. All emergency work will fall under Schedule B pricing.

*Schedule B shall only include holidays in which Mercer Island City offices are closed. A complete list can be found at <https://www.mercerisland.gov/citymanager/page/holiday-city-offices-closed>.

C. Work to be performed under this contract shall include, but not limited to:

- Submit daily work log with number of employees, equipment, and hours.
- Type I and Type II catch basin cleaning and Inspection.
- Stormwater vault, tank, and retention pond cleaning and inspection.
- Oil/water separator structure cleaning.
- Complete the Mercer Island Catch Basin Inspection Form, completing all fields initially in paper form but shall transition to delivery in digital format during the contract with one-week advance notice provided by City.
- Root cutting and jetting of stormwater lines as assigned, which may be in coordination with CCTV inspection crew when needed to allow for efficient inspections.
- CCTV Inspection and assessment of storm pipelines as assigned and provide PACP standard recorded findings in digital format including segment identification.
 - Videos shall come with an access file named PACP standard video inspection database and enabled for future input by City GIS staff
 - Summarized results for condition assessment in table format.
 - Contractor shall use condition codes and Manhole/Storm Main ID's that match City of Mercer Island standards.
- Visual inlet and outlet pipe inspections. Record root intrusion, heavy debris, and any damage.
- Report volume of decanted material at City Shop site kiosk.

D. The City of Mercer Island will supply:

- A dump site for all waste materials & decant is available in the lower yard at the City Shop, 9601 SE 36th Street, Mercer Island
- Overnight and weekend equipment parking will be available at the City Shop

E. **Contractor Responsibility**

- Emergency services or repairs may arise at any time, on a 24 hour, 7 day a week basis. The response time shall be three (3) hours from notification by a City representative.
- Contractor cancellation or schedule adjustment shall be communicated to City staff at least 12 hours in advance via phone or email.
- Contractor shall provide all labor, supervision, technical expertise, service operations, locates, any equipment, including PPE, lock out tag out, and fall protection, miscellaneous tools and materials, and technical expertise to complete the Work and perform the obligations required by the Contract Documents
- Contractor will provide all needed traffic and pedestrian controls, to allow safe public passage in and around work zones in accordance with MUTCD, <http://mutcd.fhwa.dot.gov/>
 - Including all traffic control plans, traffic control signs, necessary vehicles, equipment, and certified flaggers with appropriate PPE
- Invoices must be received bi-monthly of work performed.

Pricing structure in the contract is described in the Bid Proposal Form, **EXHIBIT "A"**.