BILL NO. S-26-11-18

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE APPROVING SERVICE AGREEMENT – CU 2027 ON-CALL MAINTENANCE OF TRAFFIC SERVICES – ITB #10391430 – (not to exceed $350,000.00) – BETWEEN THREE RIVERS BARRICADE, INC. AND THE CITY OF FORT WAYNE, INDIANA by and through its Department of Purchasing.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the SERVICE AGREEMENT – CU 2027 ON-CALL MAINTENANCE OF TRAFFIC SERVICES – ITB #10391430 – BETWEEN THREE RIVERS BARRICADE, INC. AND THE CITY OF FORT WAYNE, INDIANA by and through its Department of Purchasing, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> THREE RIVERS BARRICADE, INC. SHALL PERFORM FOR CITY UTILITIES FIELD OPERATIONS ON-CALL MAINTENANCE OF TRAFFIC SERVICES FOR ROUTINE AND EMERGENCY MAINTENANCE ACTIVITIES THAT OCCUR IN THE ROADWAY;

involving a not to exceed total cost of THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS - ($350,000.00). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

_____
Council Member

APPROVED AS TO FORM AND LEGALITY

_____
Malak Heiny, City Attorney

On-Call Maintenance for Traffic Services (ITB#10391430)
Owner: Purchasing
Solicitor: Fort Wayne IN, City of
10/07/2026 11:00 AM EDT

Also sent to: Area Wide Protective, RoadSafe Traffic Systems, Wright Traffic Control, GridLock Traffic Systems INC and Highway Safety Services.

						Three Rivers Barricade, Inc	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
On-Call Miscellenious Services							
	1	01 11 00-A	Delivery Fee*	Ea	1	$200.00	$200.00
	2	01 11 00-B	Pickup Fee*	Ea	1	$200.00	$200.00
	3	01 11 00-C	Delivery Fee - After-Hours*	Ea	1	$300.00	$300.00
	4	01 11 00-D	Pickup Fee - After-Hours*	Ea	1	$300.00	$300.00
	5	01 55 26-A	Barricade, Type I*	DAY	1	$1.50	$1.50
	6	01 55 26-B	Barricade, Type III*	DAY	1	$2.25	$2.25
	7	01 55 26-C	Drum/Cone*	DAY	1	$1.25	$1.25
	8	01 55 26-D	Construction Sign*	DAY	1	$2.50	$2.50
	9	01 55 26-E	Detour Route Marker Assembly*	DAY	1	$4.00	$4.00
	10	01 55 26-F	Road Closure Sign Assembly*	DAY	1	$4.00	$4.00
	11	01 55 26-G	Flashing Arrow Sign*	DAY	1	$25.00	$25.00
Optional Completion Items							**$1,040.50**
	12	01 55 26-H	Truck Mounted Crash Attenuator, Truck & Trailer	DAY	1	$550.00	$550.00
	13	01 55 26-I	Truck Mounted Crash Attenuator, Trailer Only	DAY	1	$250.00	$250.00
	14	01 55 26-J	Temporary Traffic Signal	WEEK	1	$2,000.00	$2,000.00
	15	01 55 26-K	Temporary Traffic Signals, Setup and Program	Ea	1	$500.00	$500.00
Allowances							**$3,300.00**
	16	01 21 00-A	Owner's Work Allowance	LS	1	$10,000.00	$10,000.00
Labor Rates							**$10,000.00**
	17	L1	Position 1	HOUR	1	$240.00	$240.00
	18	L2	Position 1 - After-Hours	HOUR	1	$340.00	$340.00
							$580.00
Base Bid Total:							$11,620.50

City of Fort Wayne

Sharon Tucker, Mayor
Purchasing Department
200 East Berry Street, Ste. 490
Fort Wayne, Indiana 46802-1804
Telephone (260) 427-1377 Fax (260) 427-1393

Vendor Submission

ITB.....**#10391430**
Description .....**On-Call Maintenance for Traffic Services**
ITB Due Date.....**Wednesday, October 7, 2026, at 11:00a.m.**

Quotes will be received electronically through QuestCDN vBid Online Bidding ONLY. The online bid portal will be open for vBid through the listed due date/time.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser time period. However, the agreement to extend must be completed in written form at the original price and under the original conditions governing the contract.

This ITB is issued to establish a contract to supply the City of Fort Wayne with a commodity or service in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same terms and amount until order is fulfilled.

Company: Three Rivers Barricade, Inc.

Printed Name: Eldon J. Byler Email: eldonb@3rb-FW.com
(Authorized Representative)

Phone: (260) 436-1611

Address: 3330 Taylor Street, Fort Wayne, IN 46802

SERVICE AGREEMENT: CU 2027 On-Call Maintenance of Traffic

SUPPLIER NAME Three Rivers Barricade, Inc.	CITY DEPARTMENT/CONTACT NAME
STREET ADDRESS 3330 Taylor Street	STREET ADDRESS
CITY, STATE, ZIP CODE Fort Wayne, IN 46802	CITY, STATE, ZIP CODE
ATTENTION	INVOICE ADDRESS
TELEPHONE (260)436-1611	CITY, STATE, ZIP CODE

Service Description	Rates
Maintenance of Traffic	NTE cost of $350,000 per Contractor

Estimated Completion Date:	Dec 31, 2027

This Agreement is entered into between Supplier and the City. The Additional Terms and Conditions below hereof are part of this Agreement. Capitalized terms on this page are used as defined terms when the context so requires. The City may extend the Contract by mutual agreement and written notice to the Supplier.

SUPPLIER REPRESENTS THAT ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO IS NOT AN EMPLOYEE OF SUPPLIER SHALL BE REQUIRED BY SUPPLIER TO COMPLY WITH THE WORKMEN'S COMPENSATION REQUIREMENTS ON THE REVERSE SIDE HEREOF.

***SUPPLIER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES THAT DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.**

The following documents are hereby incorporated by reference into this Service Agreement (the "Agreement") and made part of the Agreement with the same force and effect as if fully set forth herein:

Appendix A: 01 11 00 Summary of Work

Appendix B: 01 21 00 Allowances

Appendix C: 01 55 26 Maintenance and Protection of Traffic

Appendix D: CU 2027 On-Call Maintenance of Traffic Bid Schedule

Appendix E: Typical Maintenance of Traffic Setup

SUPPLIER:	City of Fort Wayne
By (Signature):	By (Signature):
Printed Name: Eldon J. Byler	Printed Name:
Date: 10/13/2026	Date:

Rev. 4/14/25

SERVICES. Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. TIME IS OF TH ESSENCE. Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services sh be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties a in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.

INVOICES. Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and t corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make a payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitu acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City supplier against any amount owed by Supplier or any of its affiliated companies to the City.

INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship between City and Supplier is and shall at all times remain as independent contractors. Persons provided by Supplier to perform and deliver the Services shall be Supplier employees under the sole and exclusive direction and control of Supplier and shall not be considered employees of City for any purpose. Supplier shall be responsible for compliance by Supplier's employees and any other person or enti contracted or permitted by Supplier to perform and deliver the Services, with all laws, rules and regulations applicable to the performance and delivery of the Services hereunder, including but not limited to employment, labor, wage and hou health and safety, and working conditions. Supplier shall be responsible for the payment of all federal, state and local taxes and charges of any type or nature assessed with respect to Supplier's employees and any other persons or entiti contracted or permitted by Supplier to provide and deliver the Services, including Social Security, unemployment, Workmen's Compensation, disability insurance and federal and state withholding. Supplier shall be responsible for providi such reasonable accommodations which may be required under the Americans with Disabilities Act, 42 U.S.C.12101 et seq. in order that any person with disabilities employed, contracted or permitted by Supplier to provide the Services be able to perform the essential functions of such person's job-related duties. Supplier agrees to defend, indemnify and hold harmless City, to the extent permitted by law, from and against any loss, cost, claim, liability, damage or expen (including attorneys' fees) that may be asserted against or incurred by City as a result of Supplier's failure to comply with the covenants and obligations of this paragraph.

INDEMNITY. Supplier forever releases, discharges, acquits and agrees to defend, indemnify and hold harmless City, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, fro and against all demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees), judgments, settlements and penalties of every kind and nature asserted against, charged to or imposed upon City which directly indirectly arise or are associated with the performance and delivery of the Services by Supplier, the employees of Supplier or any person or entity contracted or permitted by Supplier to provide and deliver the Services, which is claimed to caused directly or indirectly to the negligent or intentional act or omission of Supplier, any employee of Supplier or any person or entity contracted or permitted by Supplier to perform and deliver the Services, including, without limitatio damages for personal injury, death or loss of or damage to property. City may elect to participate in the defense of any lawsuit, claim or demand in which City is a named party or in which City may have an interest by employing attorne selected by City at City's expense or to be represented by Supplier's counsel at Supplier's expense, without waiving Supplier's defense, indemnity and hold harmless obligations to City contained herein. Supplier shall not settle or compromi any claim, suit or action or consent to entry of a judgment without the prior written consent of City and without the unconditional release of City from liability by each claimant or plaintiff. The indemnification covenants contained here shall survive the completion of the performance and delivery of the Services.

LIMITATION OF LIABILITY. Supplier's liability hereunder for any loss, cost, claim liability, damage or expense (including attorneys' fees) arising out of any negligent or intentional act or omission of the performance of the obligatio hereunder by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by City. Absent gross negligent or willful misconduct by Supplier, Supplier's employees or any person or entity contracted or permitted by Supplier to perform the obligations under this Agreement, Supplier shall not be liable for any indirect, incidental, speci consequential or punitive damages of any kind whatsoever.

INSURANCE. Supplier shall maintain in full force and effect during the performance and delivery of the Services, and shall require any person or entity contracted or permitted by Supplier to perform and deliver the Services, the followi Insurance coverage:

(a)	General Liability	$1,000,000 minimum per occurrence/ $2,000,000 aggregate
	Personal & Advertising Liability	$1,000,000 any one person or organization
	Products/Completed Operations Liability	$2,000,000 aggregate
(b)	Automobile Liability, including Hired and Non-Owned Auto	$1,000,000 minimum per occurrence
(c)	Worker's Compensation*	
	Bodily Injury by Accident	$500,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$500,000 each employee

*SUPPLIER, AND ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUS SUBMIT A VALID CLEARANCE CERTIFICATE APPROVED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

The Certificate of Insurance must show the City of Fort Wayne, its Departments and Divisions, as an Additional Insured and a Certificate Holder, and provide 30 days' notification of cancellation, modification or non-renewal.

All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802

HAZARDOUS MATERIALS. Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means a item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.

PROGRESS REPORTS. The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonab assured on the scheduled date. This contract shall be deemed to the substantially performed only when fully performed according to its terms and conditions and any modification thereof.

CONFLICT OF INTEREST. Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives, board members, or employees which will participate in any way in the performance of the Supplier obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors, board members, or agents.

CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION. Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described a by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent other wise use such information, data findings, recommendations proposals, etc.

CONFIDENTIALITY OF CITY INFORMATION. Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures th data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.

EMPLOYER CERTIFICATION. In accordance with I.C.§22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hir employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.

OMPLIANCE WITH LAWS. Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the occupational Safety and Health Act, ecutive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational habilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and ntrol Act et. seq. Supplier

13 agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty

14 DEFAULT In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement

15 TERMINATION In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice, therefore

16 WAIVER No action or inaction by the City shall constitute a waiver of any right or remedy.

17 CANCELLATION. City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice The City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price

18 FORCE MAJEURE. Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather

19 NOTICES. All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith

20. ASSIGNMENT. Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City

21 GOVERNING LAW, PREFERRED VENUE This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana. The parties hereto agree that any action, proceeding, claim or dispute arising hereunder or relating hereto shall be brought and enforced in a court of applicable jurisdiction located in Allen County, Indiana and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

22 ACCESS TO RECORDS The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government Copies thereof shall be furnished at no cost to the City if requested.

23 NONDISCRIMINATION Pursuant to IC 22-9-1-10, the Civil Rights Act of 1964, and Title VI, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran

24. MISCELLANEOUS. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns

01 11 00
SUMMARY OF WORK
v. 10.24

GENERAL

DEFINITIONS

Owner

"Owner" means the City of Fort Wayne, and is synonymous with the term "City" as used in the Service Agreement.

Contractor

"Contractor" means the entity entering into this Service Agreement to perform the Work, and is synonymous with the term "Supplier" as used in the Service Agreement.

Work

The "Work" is the entire service required to be provided by the Contractor or the various separately identifiable parts thereof required to be provided under the Service Agreement. Work includes and is the result of performing or providing all labor and documentation necessary to produce such service; furnishing, installing, and incorporating all materials and equipment into such service; and restoring conditions to their original state as required by this Service Agreement.

Working Hours

Standard Working Hours shall be defined as weekdays from 8:00 AM to 4:00 PM, excluding Holidays.

Business Day shall be defined as eight (8) Standard Working Hours.

After-Hours shall be defined as any time outside of Standard Working Hours including Holidays.

Holidays shall be defined as any day officially observed as a holiday by the City of Fort Wayne.

DESCRIPTION

The Work is located within the City Utilities service area.

Work to be performed under this Service Agreement is primarily focused on, but not limited to, placing cones, construction signs, barricades, etc., for the purpose of maintaining and protecting traffic during Owner's construction operations. Work will be paid for on a time and materials basis according to the rates established on the submitted Bid Schedule. The Contractor shall not bill for equipment, material, or staff not used in the construction of the project, including idle time on the jobsite.

This Service Agreement is structured as a Time and Materials agreement. The Contractor will not be allowed to change their submitted rates after the execution of the Service Agreement, and the Contractor must bill for all work strictly according to the rates set forth herein. The Bid Schedule is divided into two (2) sections: Material costs and Labor costs. Any equipment costs such as the operation of trucks for the purpose of transportation shall be included in the cost of labor. Any equipment for the purpose of traffic control such as Flashing Arrow Signs shall be considered as a material and paid for under the Material unit rates section.

All traffic control work completed under this Service Agreement must be completed in accordance with the standards, criteria, and requirements set forth in the Manual on Uniform Traffic Control Devices, latest edition and INDOT Standard Specifications Section 801.

CONTRACTOR QUALIFICATIONS

The Contractor shall be INDOT pre-qualified and supervisory personnel shall be ATSSA or IMSA certified in work zone traffic control.

WORK REQUESTS

When the Owner is in need of the Contractor's services, the Owner will first contact the lowest-ranked Contractor per Section 1.5.C to offer the Work Request.

If the lowest-ranked Contractor does not choose to accept the Work Request, the Owner will offer the Work Request to the next lowest contractor as determined from the process outlined in Section 1.5.B.

For planned work, the Owner will conduct all communication via email. To initiate a Work Request, the Owner will send an email to the lowest-ranked Contractor to offer the Work Request. Should the Contractor choose to accept the Work Request, the Contractor shall send a written reply to the Owner's solicitation acknowledging acceptance of the Work Request.

Upon receiving a written reply from the Contractor confirming their acceptance of the Work Request, the Owner may issue a request for an MOT plan per Section 1.6.B. Once the Owner is ready to begin working, the Owner will issue a formal, written Notice to Proceed to the Contractor which serves as the date and time in which Notice to Proceed was issued for the Work Request. If the Contractor does not send a written reply to the Owner's solicitation within one (1) Business Day, the Owner shall be free to request the services of the next lowest-ranked contractor.

For emergency work, the Owner may solicit the services of the lowest-ranked Contractor via phone and communicate to the Contractor the emergency nature of the Work Request. If the Contractor chooses to accept the Work Request, the Owner will issue the Notice to Proceed verbally during the phone call with the Contractor. The Owner will record the date and time that Notice to Proceed was issued to the Contractor. The Owner's record of the date and time of the Notice to Proceed shall constitute the Owner's official record of issuance, subject to correction in the event of a documented error. If the Contractor does not answer the Owner's call, the Owner shall be free to request the services of the next lowest-ranked contractor.

In any case, the Contractor is not authorized to commence any Work until the Owner issues Notice to Proceed. Any work done by the Contractor prior to receiving Notice to Proceed may not be eligible for payment.

MULTIPLE CONTRACTORS

This Service Agreement may be awarded to multiple qualified Contractors.

For contractor selection purposes only, the typical Maintenance of Traffic (MOT) configuration shown in Appendix F will be used as the basis for calculating each Contractor's total cost. Appendix F quantities will be priced using each Contractor's submitted bid schedule unit prices to establish the ranking of Contractors. For the purpose of this calculation, it will be assumed the material quantities will be set up for one day, and each laborer on the Contractor's submitted bid schedule, including after-hours labor rates, will charge one hour each.

Contractors will be ranked according to their total Appendix F cost. The Owner will offer each Work Request to the lowest-ranked Contractor.

If the lowest-ranked Contractor declines, is unavailable, does not respond, fails to meet response time requirements, lacks capacity or capability, or has documented substandard performance under this Service Agreement, the Owner may proceed to the next ranked Contractor.

No minimum or maximum amount of Work is guaranteed to any Contractor.

The Contractor acknowledges and agrees that the Owner's selection of another awarded Contractor for a particular Work Request shall not constitute grounds for a claim of bias, inequitable treatment, lost profits, or any other form of damages or compensation.

PERMITS AND MAINTENANCE OF TRAFFIC PLAN

The Owner will apply for and obtain any permits required for commencement of the Work. The Contractor must comply with all permit conditions and coordinate all actions necessary to meet permitting requirements.

The Contractor shall assist the Owner in obtaining the permit which may include, but is not limited to, preparing a Maintenance of Traffic (MOT) Plan. For those Work Requests the Contractor has accepted per Section 1.4, the Owner will inform the Contractor in writing when their

services are needed to prepare and provide an MOT plan. Upon receiving written notice from the Owner that an MOT plan is required for a particular Work Request, the Contractor shall provide the required MOT plan to the Owner within two (2) Business Days. If the Contractor fails to provide the MOT within this timeframe, the Owner may dispatch another contractor to perform the Work Request and the Owner will not be responsible for paying for any costs incurred to the original Contractor.

MOT plans prepared by the Contractor shall be to the satisfaction of permit issuers and meet the following conditions:

Comply with MUTCD requirements, industry-standard safety practices, and all permit conditions.

Reflect actual site conditions, constraints, and hazards unique to the location of the work.

WORK COMPLETION REQUIREMENTS AND LIQUIDATED DAMAGES

Substantial Completion:

The definition of Substantial Completion shall be as follows:

All traffic control devices in place according to the requirements set forth herein, and in accordance with any applicable permits, such that the Owner may safely, efficiently, and effectively commence with its work activities.

The time in which Substantial Completion must be met (the Substantial Completion Deadline) shall be **three (3)** hours from the time that Notice to Proceed was issued.

If the Contractor fails to achieve Substantial Completion by the Substantial Completion Deadline, the Owner may notify the Contractor in writing that they are absolved of their duties to fulfill the work request, may dispatch the Second Lowest Contractor, and may enforce Liquidated Damages at its sole discretion. The Owner shall not be responsible for paying for any costs incurred by a contractor that is absolved of its duties and failed to meet the Substantial Completion Deadline.

Final Completion:

The definition of Final Completion shall be as follows:

Removal of all traffic control devices and restoration of traffic flow to its original flow pattern.

The Owner shall notify the Contractor in writing when the traffic control devices may be taken down, if the request is made during Standard Working Hours. If the request is made during After-Hours, the Owner may notify the Contractor via phone when the traffic control devices may be taken down. The Owner's record of the date and time of this notice shall constitute the Owner's official record of issuance, subject to correction in the event of a documented error.

The time in which Final Completion must be met (the Final Completion Deadline) shall be four (4) hours from the time that the Owner notified the Contractor that the traffic control devices may be taken down.

If the Contractor fails to achieve Final Completion by the specified date or time, the Owner may enforce Liquidated Damages at its sole discretion.

Liquidated Damages

Liquidated Damages for failing to meet the Substantial Completion Deadline shall be $500 and non-recurring.

Liquidated Damages for failing to meet the Final Completion Deadline shall be $100 per calendar day until Final Completion is met.

The Contractor will not be penalized or held responsible for delays caused by circumstances outside the Contractor's control, including but not limited to severe weather, changes ordered by the Owner, unexpected site conditions, or other documented conditions reasonably beyond the Contractor's ability to anticipate or mitigate. The Owner shall make the final determination regarding whether a delay qualifies as excusable.

SUBSTANDARD PERFORMANCE

Substandard Performance shall include, but not be limited to, any of the following:

- Failure to install, maintain, or remove traffic control devices in accordance with the approved permit, the Manual on Uniform Traffic Control Devices (MUTCD), or INDOT Standard Specifications Section 801.
- Failure to meet the Substantial Completion Deadline or Final Completion Deadline as defined in the Service Agreement.
- Failure to furnish equipment or materials that are in good working condition or that meet the requirements of MUTCD, INDOT 801, or this Service Agreement.
- Failure to provide MOT plans meeting the requirements in Section 1.6.
- Repeated invoicing errors, including billing for idle equipment, unused materials, or labor not performed, or failing to document material and labor quantities used for each individual work request.
- Any pattern of performance that results in unsafe conditions, improper traffic channelization, inadequate signage placement, or increased exposure to risk for the public or the Owner's personnel.
- Failure to follow lawful directives issued by the Owner, the Engineer, or authorities having jurisdiction related to traffic control operations.

Upon determining that Substandard Performance has occurred, the Owner may take any or all of the following actions:

- Issue a written notice documenting the deficiency and providing the required corrective action.
- Withhold payment for any portion of the Work affected by Substandard Performance.
- Dispatch another awarded Contractor to perform or complete the Work, at its sole discretion.
- Consider the documented Substandard Performance when determining Work Request assignments in accordance with Section 1.4.
- Terminate the Service Agreement in accordance with the Service Agreement's cancellation provisions if Substandard Performance is persistent, unresolved, or presents a safety concern.

Substandard Performance may also constitute a default under the Service Agreement.

INVOICING REQUIREMENTS

Contractor shall track all material and labor quantities used for each individual work requests and shall indicate the quantities of material and labor used for each work request on each submitted invoice. The Owner shall not be responsible for paying any invoice until the material and labor quantities for each work request are clearly documented.

If the Contractor fails to invoice for material and labor charges for a particular work request more than sixty (60) days after the Final Completion Deadline, the Owner shall issue a written notice of delinquency providing an additional fifteen (15) days to submit. Failure to submit the invoice within said 15-day cure period shall constitute an absolute waiver by the Contractor to

receive payment for the work request, and the Owner shall be fully released from further financial obligation.

REQUIRED BID ITEMS

A prospective Contractor is not required to submit a unit price for every item listed on the Bid Schedule, except for those bid items denoted with an asterisk. A Contractor may indicate "N/A" for any item the Contractor does not intend to furnish under this Agreement. By submitting a unit price for an item, the Contractor agrees that, upon execution of this Agreement with the Owner, the Contractor shall furnish the associated material or service in accordance with all requirements applicable to that item under this Agreement. The Contractor must submit a unit price for those items denoted by an asterisk on the Bid Schedule. If a prospective Contractor fails to list a unit price for a required bid item, the Contractor's bid may be rejected.

MEASUREMENT AND PAYMENT

Delivery and Pickup Fee

Work Item Number and Title

01 11 00-A Delivery Fee

01 11 00-B Pickup Fee

01 11 00-C Delivery Fee – After-Hours

01 11 00-D Pickup Fee – After-Hours

Payment for Delivery Fee and Pickup Fee shall be per each price.

Delivery Fee and Delivery Fee – After-Hours shall only be eligible for payment when the Contractor has set up the traffic control devices such that all traffic has been safely channelized or rerouted and the Owner is able to commence with their work operations, when the traffic control devices have been placed in accordance with MUTCD standards, and when the Contractor has fulfilled all obligations as set forth in the permit, if applicable.

Pickup Fee and Pickup Fee – After-Hours shall only be eligible for payment when the Contractor has removed all traffic control devices that were originally placed for the work request and traffic has returned to its original pattern.

Delivery Fee – After-Hours may only be charged when the Owner issues Notice to Proceed during After-Hours as defined per this Service Agreement.

Pickup Fee – After-Hours may only be charged when the Owner issues the written notice to the Contractor that the traffic control devices may be taken down during After-Hours as defined per this Service Agreement.

Delivery Fee may only be charged once per each accepted Work Request.

Pickup Fee may only be charged once per each accepted Work Request.

Cancellation Compensation

If the Owner cancels a Work Request, the Contractor shall be entitled to receive the Cancellation Compensation, calculated as follows:

Cancellation Compensation = Estimated Work Request Amount x (Elapsed Time÷90)

Where,

Estimated Work Request Amount is the estimated cost to the Owner, based on the Contractor's applicable unit prices, for the Contractor to perform the Work Request in its entirety. The Estimated Work Request Amount shall be determined by the Contractor and submitted to the Owner for review and approval. The Estimated Work Request Amount shall be based on the nature of the Work

Request, historical costs for similar Work Requests, applicable MUTCD Typical Applications, applicable INDOT maintenance of traffic standards and specifications, and the Contractor's applicable unit prices. The Owner shall have final approval of the Estimated Work Request Amount for purposes of calculating Cancellation Compensation.

Elapsed Time is the time, in minutes, from when Notice to Proceed was issued to the time the Owner issued the cancellation notice.

During Standard Working Hours, the Owner will inform the Contractor in writing of the Owner's intent to cancel the work request and the time recorded on the electronic message will serve as the time in which the cancellation was initiated.

During After-Hours, the Owner may communicate the Owner's intent to cancel the Work Request over the phone. The Owner will record the date and time that the cancellation was communicated to the Contractor. The Owner's record of the date and time of the cancellation shall constitute the Owner's official record of the time of cancellation, subject to correction in the event of a documented error.

For purposes of calculating Cancellation Compensation, Elapsed Time shall not exceed ninety (90) minutes, regardless of the actual time elapsed between issuance of the Notice to Proceed and cancellation.

If the Contractor has already attained Substantial Completion by the time the Owner issues the notice of cancellation, the Contractor shall be compensated at the normal contract rates for the material and labor costs incurred and the Cancellation Compensation will not be paid.

If the Contractor has achieved Substantial Completion prior to or at the time of cancellation, the Contractor shall notify the Owner at the time of cancellation and provide photographic documentation sufficient to demonstrate that Substantial Completion had been achieved at the time of cancellation. Such documentation shall be provided with the Contractor's invoice for the Work Request. If the Contractor fails to provide the required notification and documentation, the Owner may limit payment to the Cancellation Compensation amount.

Cancellation Compensation will be paid from the Owner's Work Allowance.

Cancellation Compensation shall constitute the Contractor's sole and exclusive compensation for cancellation of a Work Request prior to Substantial Completion, and the Contractor shall not be entitled to additional compensation for lost profits, lost business opportunities, or other consequential or incidental damages arising from the cancellation.

Labor

Contractor shall include all labor that he or she wishes to bill for on the Submitted Bid Schedule.

An After-Hours labor position shall accompany each labor position included on the Bid Schedule for those positions the Contractor wishes to bill After-Hours labor rates for. Labor rate multipliers will not be defined or used for billing purposes.

Only those hours actually worked during After-Hours as defined in this Service Agreement shall be eligible for the After-Hours labor rate.

Labor rates shall include transportation costs. Separate payment will not be made for usage of vehicles for the purpose of traveling.

Time spent traveling to and from the jobsite (portal-to-portal) may be billed according to the Contractor's applicable labor rates, but time spent and costs incurred as a result of loading

and unloading equipment at the Contractor's location of equipment storage may not be billed under the Contractor's submitted labor rates.

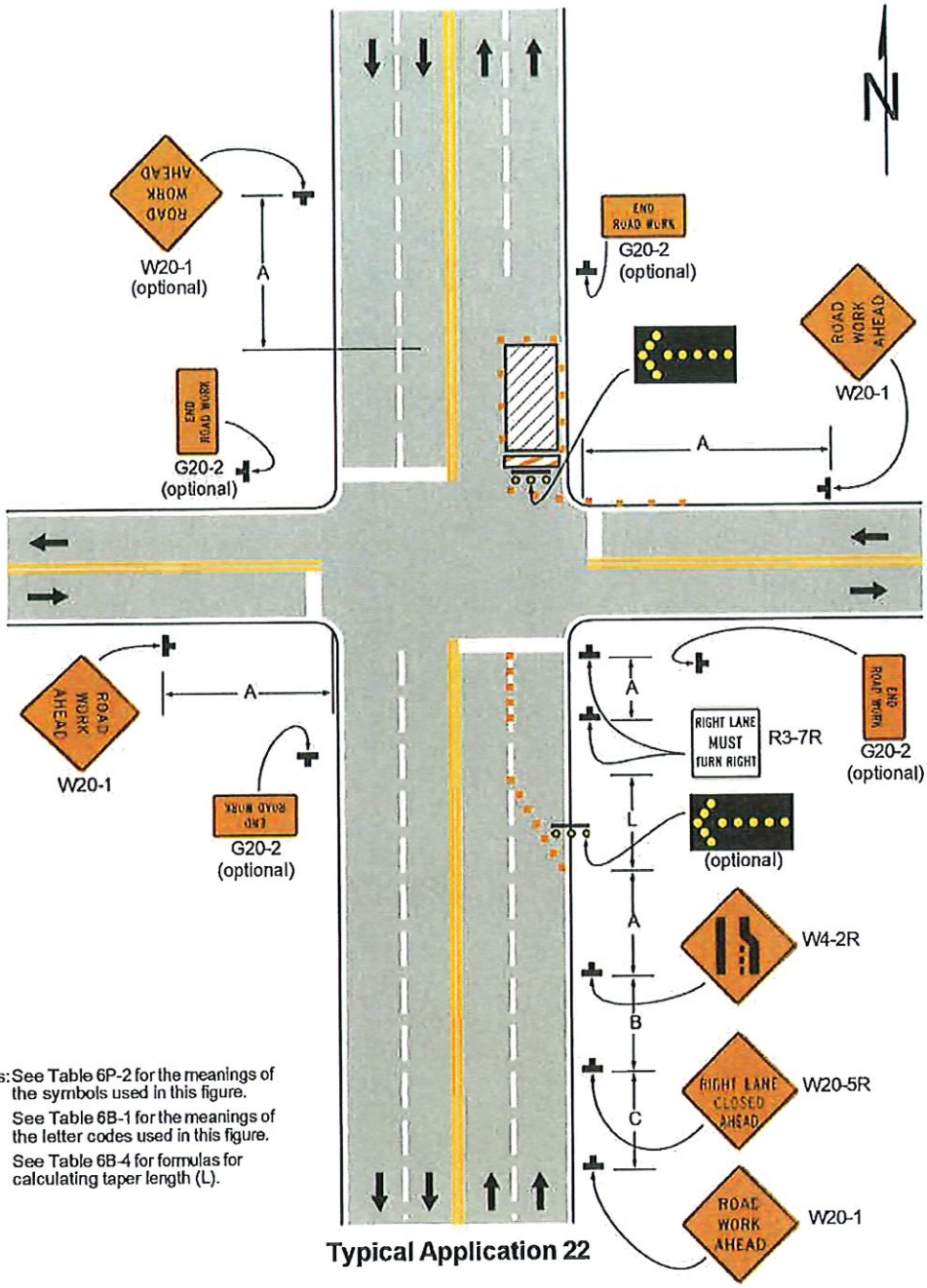
Labor shall be paid per hour according to the rates listed on the Submitted Bid Schedule.

PRODUCTS (NOT USED)

EXECUTION (NOT USED)

+ + END OF SECTION + +

Figure 6P-22. Right-Hand Lane Closure on the Far Side of an Intersection (TA-22)



Notes: See Table 6P-2 for the meanings of the symbols used in this figure.
See Table 6B-1 for the meanings of the letter codes used in this figure.
See Table 6B-4 for formulas for calculating taper length (L).

Typical Application 22

01 21 00
ALLOWANCES
v. 6.20

GENERAL

SCOPE

Scope:

This Section includes administrative and procedural requirements governing the following types of allowances:

Work allowances.

Authorization of Allowances:

Work that will be paid under an allowance will be authorized in Owner's written instruction to Contractor using written allowance authorization issued by Owner or Engineer.

Do not perform Work under an allowance without written authorization of Owner or Engineer.

WORK ALLOWANCE

A. Work allowances are stipulated amounts available as reserve for sole use by Owner to cover unanticipated costs.

SCHEDULE OF ALLOWANCES

Work Allowances:

Owner's Work Allowance

Work Item Number and Title

01 21 00-A Owner's Work Allowance

The Contractor shall furnish all labor, materials, and equipment necessary to perform the additional miscellaneous work as directed by the Owner or Engineer. This Work is not shown or specified on the drawings or specifications, but which is subsequently identified by the Owner as being necessary to complete the Project.

At the completion of the Agreement, all remaining funds for this Item will be deducted from the final Agreement price by means of a Change Order.

PRODUCTS (NOT USED)

EXECUTION

OWNER'S WORK ALLOWANCE

When Work is required under this item, the Owner or Engineer will request a proposal for Work from the Contractor.

Contractor shall prepare proposal for Work including, but not limited to, cost estimate, scheduled, impacts to overall project schedule, and subcontractors.

No Work shall be performed under this item without the direct authorization to proceed from the Owner or Engineer.

+ + END OF SECTION + +

01 55 26
MAINTENANCE AND PROTECTION OF TRAFFIC

v. 6.20

GENERAL

DESCRIPTION

Provide signs, signals, barricades, flares, lights and other equipment, service, and personnel required to regulate and protect all traffic and warn of hazards. Such Work shall conform to requirements of Owner and authority having jurisdiction at the Site. Remove temporary equipment and facilities when no longer required, and restore grounds to original or to specified conditions, as applicable.

MEASUREMENT AND PAYMENT

General:

All measurement and payment for Maintenance of Traffic materials and labor shall follow the Time and Materials payment framework defined in Section 1.2.B of Specification 01 11 00 Summary of Work.

Material items listed in this Section correspond to the Material Unit Rates on the Contractor's Bid Schedule, and labor shall be billed in accordance with the labor rates defined in the Service Agreement.

Maintenance of Traffic items paid on a unit price basis shall be paid per unit per day, unless otherwise noted.

For purposes of payment, a day shall be defined as any calendar day or portion thereof during which the traffic control device is installed, in place, and available for use.

Any portion of a day shall be considered one full day for payment purposes.

Payment for traffic control devices will only be made for days in which the devices are required for active construction operations, unless otherwise approved by the Owner.

Barricades

Work Item Number and Title

01 55 26-A Barricade, Type I

01 55 26-B Barricade, Type III

Type III barricades shall come in six (6) foot sections.

Barricades will be measured per each barricade installed and maintained per day.

The pay quantity shall be the total number of barricades in place for each day, as accepted by the Owner.

The accepted quantities of barricades will be paid at the unit price per day for the type specified as listed on the submitted Bid schedule.

Drum/ Cones

Work Item Number and Title

01 55 26-C Drums/Cones

Drums and Cones will be measured per each drum and cone installed and maintained per day.

The pay quantity shall be the total number of drums and cones in place for each day, as accepted by the Owner.

The accepted quantities of drums and cones will be paid at the unit price per day as listed on the submitted Bid schedule.

Construction Signs

Work Item Number and Title

01 55 26-D Construction Sign

Construction Signs will be measured per each sign installed and maintained per day.

The pay quantity shall be the total number of signs in place for each day, as accepted by the Owner.

The accepted quantities of signs will be paid at the unit price per day as listed on the submitted Bid schedule.

Detour Route Marker Assembly

Work Item Number and Title

01 55 26-E Detour Route Marker Assembly

Detour Route Marker Assembly Signs will be measured per each assembly installed and maintained per day.

The pay quantity shall be the total number of assemblies in place for each day, as accepted by the Owner.

The accepted quantities of assemblies will be paid at the unit price per day as listed on the submitted Bid schedule.

Road Closure Sign Assembly

Work Item Number and Title

01 55 26-F Road Closure Sign Assembly

Road Closure Sign Assembly Signs will be measured per each assembly installed and maintained per day.

The pay quantity shall be the total number of assemblies in place for each day, as accepted by the Owner.

The accepted quantities of assemblies will be paid at the unit price per day as listed on the submitted Bid schedule.

Flashing Arrow Sign

Work Item Number and Title

01 55 26-G Flashing Arrow Sign

Flashing Arrow Signs will be measured per each sign installed and maintained per day.

The pay quantity shall be the total number of signs in place for each day, as accepted by the Owner.

The accepted quantities of signs will be paid at the unit price per day as listed on the submitted Bid schedule.

Truck Mounted Crash Attenuator

Work Item Number and Title

01 55 26-H Truck Mounted Crash Attenuator, Truck & Trailer

01 55 26-I Truck Mounted Crash Attenuator, Trailer Only

Truck Mounted Crash Attenuators will be measured per each attenuator unit installed and maintained per day.

The pay quantity shall be the total number of attenuator units in place for each day, as accepted by the Owner.

The accepted quantities of attenuator units will be paid at the unit price per day as listed on the submitted Bid schedule.

Temporary Traffic Signals

Work Item Number and Title

01 55 26-J Temporary Traffic Signal

01 55 26-K Temporary Traffic Signals, Setup and Program

Temporary Traffic Signals will be measured per each signal installed and maintained per week. The pay quantity shall be the total number of signals in place for each week, as accepted by the Owner. Partial weeks shall constitute one full week for the purposes of payment.

The accepted quantities of attenuator units will be paid at the unit price per week as listed on the submitted Bid schedule.

Temporary Traffic Signals, Setup and Program will be paid per each setup and program for which the Contractor must mobilize to the site to complete. Temporary Traffic Signals, Setup and Program will only be paid once, regardless of how many signal units are programmed. If the Contractor must mobilize to the site to setup and program an additional signal that the Owner added to the order for a particular Work Request after the Contractor has already left the site, the Contractor may charge an additional setup and program fee for each time the Contractor must make a separate mobilization to complete the additional work.

FLAGMEN

If the Contractor offers flagging services, provide qualified and suitably equipped flagmen when construction operations encroach on traffic lanes, as required for regulation of traffic and in accordance with requirements of the authority having jurisdiction.

If the lowest-ranked Contractor does not offer flagging services and the Owner is in need of such services, the Owner may solicit the next lowest contractor to perform the work.

PRODUCTS

All products shall meet the requirements of INDOT Standard Specifications Section 801, latest edition and the Manual on Uniform Traffic Control Devices (MUTCD).

EXECUTION

All operations involving the maintenance and protection of traffic, including but not limited to, placing cones, signs, barricades, etc., shall conform to the requirements of the latest edition of the INDOT Standard Specifications Section 801, the latest INDOT Standard Drawings, and the Manual on Uniform Traffic Control Devices (MUTCD), especially in regard to device placement and layout.

++ END OF SECTION ++

Bid Schedule

******Pricing should be entered into the vBid worksheet in Quest******

CU 2027 On-Call Maintenance of Traffic Services

Instructions to Bidders:

-Suppliers who do not plan to provide items under the "Optional Completion Items" should leave the Unit Price field blank.

-Bid items indicated with an asterisk are required items to be bid on and must have a unit price.

-If the Contractor bids on Temporary Traffic Signal, they must also submit a bid price for Temporary Traffic Signals, Setup and Program.

Item#	Description	Quantity	Unit	Unit Price	Extension
01 11 00-A	Delivery Fee*	1	EACH	$200.00	$200.00
01 11 00-B	Pickup Fee*	1	EACH	$200.00	$200.00
01 11 00-C	Delivery Fee - After-Hours*	1	EACH	$300.00	$300.00
01 11 00-D	Pickup Fee - After-Hours*	1	EACH	$300.00	$300.00
01 21 00-A	Owner's Work Allowance	1	LS	$10,000.00	$ 10,000.00
01 55 26-A	Barricade, Type I*	1	DAY	$1.50	$1.50
01 55 26-B	Barricade, Type III*	1	DAY	$2.25	$2.25
01 55 26-C	Drum/Cone*	1	DAY	$1.25	$1.25
01 55 26-D	Construction Sign*	1	DAY	$2.50	$2.50

01 55 26-E	Detour Route Marker Assembly*	1	DAY	$4.00	$4.00
01 55 26-F	Road Closure Sign Assembly*	1	DAY	$4.00	$4.00
01 55 26-G	Flashing Arrow Sign*	1	DAY	$25.00	$25.00
01 55 26-H	Truck Mounted Crash Attenuator, Truck & Trailer	1	DAY	$550.00	$550.00
01 55 26-I	Truck Mounted Crash Attenuator, Trailer Only	1	DAY	$250.00	$250.00
01 55 26-J	Temporary Traffic Signal	1	WEEK	$2,000.00	$2,000.00
01 55 26-K	Temporary Traffic Signals, Setup and Program	1	EACH	$500.00	$500.00

Labor Rates ***(include After-Hours rates as a separate line. See example below.)***

Item#	Position	Rate	Unit
L1	*Position 1*	$240.00	HOUR
L2	*Position 1 - After-Hours*	$340.00	HOUR
L3			HOUR
L4			HOUR
L5			HOUR

L6			HOUR
L7			HOUR
L8			HOUR

Contractor Contact Information ******Please fill out in Vendor Submission Form******

Authorized Contact	Cell Phone #	Work Phone #	Email
Jeff Hipskind	(260) 436-1611	(260) 436-1611	jeff@3rb-fw.com
24 Hour on Call	(260) 436-1611	"	
Matt Tupper	(260) 515-3354	"	
Andy HipSkind	(260) 450-3608	"	
Rachael Graber		(260) 436-1611	rgraber@3rb-fw.com

City Utilities
Engineering

Interoffice Memo

Date: November 4, 2026

To: Common Council Members

From: Eric Ruppert, City Utilities Engineering

Eric W Ruppert 11/5/2026

RE: **CU 2027 On-Call Maintenance of Traffic Services**
ITB#10391430

Council District # N/A – City-wide project area

Three Rivers Barricade, Inc. shall perform for City Utilities Field Operations on-call maintenance of traffic services for routine and emergency maintenance activities that occur in the roadway. City Utilities will ensure the Contractor is in conformance with the Service Agreement.

Implications of not being approved: City Utilities Field Operations will be unable to respond to water main breaks, restoration, and other related maintenance activities that occur in the roadway.

If Prior Approval is being Requested, Justify: N/A

Selection and Approval Process:
The Contractor, Three Rivers Barricade, was selected through the public bidding process. The project was advertised on Quest, which is an online bidding marketplace. Three Rivers Barricade was the only contractor that bid on the project. The Not-to-Exceed amount for the contract is $350,000.

The cost of said project is funded by Water, Sewer, and Stormwater Revenue.

Council Introduction Date: 11/10/2026

CC: Matthew Wirtz
Jill Helfrich
File