



Request for Proposal

For

Emergency and On-Call Traffic Control Services

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Lois Fruhwirth, Council Member
Ted Gambogi, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member

CITY CLERK:

Sarah Siep

Request for Proposals (RFP)

Emergency and On-Call Traffic Control Services

DESCRIPTION: The City of Prescott is looking for a contractor/multiple contractors for on-call and emergency traffic control services. Multiple contracts may be awarded. These services will be provided on an as-needed basis, twenty-four (24) hours a day, seven (7) days a week, including holidays. Multiple City departments/divisions will be utilizing this contract, including but not limited to: Water, Wastewater, Police, Parks and Recreation, Traffic Engineering and field operations of the Transportation and Streets Divisions. Please review the RFP packet online at the City Website below for full information and requirements.

BID OPENING: Thursday, April 4, 2024 at 2:00pm City Council Chambers 201 N. Montezuma Street, 3rd floor, Prescott, Arizona 86301

In accordance with local and State law, sealed bids will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

This solicitation, full submittal information and any addenda are available free of charge on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: March 17 & 24, 2024

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I. GENERAL INFORMATION

The City of Prescott is looking for a contractor/multiple contractors for on-call and emergency traffic control services. Multiple contracts may be awarded. These services will be provided on an as-needed basis, twenty-four (24) hours a day, seven (7) days a week, including holidays. Multiple City departments/divisions will be utilizing this contract, including but not limited to: Water, Wastewater, Police, Parks and Recreation, Traffic Engineering and field operations of the Transportation and Streets Divisions.

A. DESCRIPTION OF WORK

Contractor will provide barricade equipment, supplies, delivery, installation, maintenance, and removal services using qualified personnel. These services will be provided on an as-needed basis, These services will be provided on an as-needed basis, twenty-four (24) hours a day, seven (7) days a week, including holidays. Multiple City departments/divisions will be utilizing this contract, including but not limited to: Water, Wastewater, Police, Parks and Recreation, Traffic Engineering and field operations of the Transportation and Streets divisions.

The contractor will provide all labor, items, materials, equipment, tools, insurance, permits and fees necessary to render services as required under this agreement.

Quantities represent the City's best of current requirements. There are no guarantees implied or warranted. Quantities shall not bind the City to accept nor require the City to pay for services exceeding actual needs nor for any items for which funds are not available. It's the City's intent to award multiple contractors to allow for availability and emergency services. The contractors shall not be guaranteed any minimum or maximum amount of work.

B. SPECIFICATIONS:

The City of Prescott has adopted the City Traffic Barricade Manual, current edition, attached exhibit A. All work performed within City right-of-way including the necessary temporary traffic control devices shall conform with the Traffic Control Manual. A Copy of the Traffic Control Manual will be attached as Exhibit A.

Temporary traffic control devices shall comply with the National Cooperative Highway Research Program (NCHRP) Report 350 and the Manual for Assessing Safety Hardware (MASH) requirements.

Traffic control set within the right-of-way of other jurisdictions such as Yavapai County, other bordering local jurisdictions/agencies, or the Arizona Department of Transportation shall comply with applicable requirements of the governing jurisdiction or agency.

Dispatch Center: Contractor shall operate a dispatch center that is staffed twenty-four (24) hours a day, seven (7) days a week, including holidays, to support services under this contract.

Inventory: The contractor shall maintain sufficient inventory levels to provide daily support for the City's requirements. The contract shall have a satellite yard close to the City of Prescott limits to ensure an acceptable response time. Failure to supply said support shall be addressed through performance evaluations and will be handled accordingly. Failure to address unsatisfactory performance may result in termination of this contract.

Certification: The contractor is required to meet all certification requirements in the Traffic Control Manual for Traffic Control Supervisor, Traffic Control Design Specialist, and Flagger Certifications. Flagger certification cards may be requested by City personnel at any time; therefore, all contracted personnel and supervisors shall have the appropriate certification cards available upon request.

Personnel: The contractor shall only use trained, competent employees in the performance of this contract. At the request of the City, the contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.

A minimum of one (1) lead person must be on each job site. A supervisor may be requested by the City to monitor and oversee traffic barricading activities. The contractor shall charge the fees for a supervisor using the hourly "supervisor" fee. Loading and travel time shall be included in the rental unit cost and not be charged for this item.

Contractor's staff must be able to converse in the English language and shall be authorized by the contractor to accept and act upon all directives issued by the City representative.

The contractor shall provide a cellular telephone/number for the Contractor's on-site lead person. The contractor shall be responsible for payment of all phone charges. All communication equipment shall be maintained in proper working conditions at all times. The contract must provide an email address to the contractor's supervisor for written communication with the City representative.

The contractor shall follow all applicable occupational safety and health administration (O.S.H.A.), industry standards. Contractors must follow all federal, state, and local laws and regulations. Contractor shall ensure all workers abide are properly trained on OSHA regulations and traffic safety.

Safety vests or high visibility clothing, as described in American National Standards Institute (ANSI) requirements (Class 2 Min.), must be worn by Contractor employees during all phases of construction / services.

Service Vehicles: All delivery and service vehicles used to perform work under this contract shall be equipped with service vehicle flashers and arrow panels in accordance with the current City of Prescott Traffic Control Manual, Refer to chapter 9. The contractor's vehicles and equipment shall be neat in appearance and clearly identified. Identification on the Contractors vehicles shall consist of, at a minimum, company name and local telephone number. The contractor shall maintain its vehicles and equipment in safe and mechanically sound condition. See the City of Prescott Traffic Control Manual for more detailed information regarding these requirements.

Equipment Order, Set-up, Pick-up: Contractor shall delivery, setup, inspect, repair, replace and pick-up the equipment and supplies at a designated area after receiving a telephone call or written order via email from an authorized city employee.

All labor related to loading, travel time, delivery, set-up, inspection, repair, replacement, and pick-up shall be included in the rental unit bid price listed on the price sheet (Form B). The City will not pay for any additional labor costs associated with this contract unless the City specifically requests and pre-approved such costs. Flagger operations where flaggers are requested shall be charged at the hourly "flagger" rate for each flagger used to control traffic.

The City will not pay for the costs of Sandbags; sandbags shall be included in the rental unit bid price(s) listed on the pricing page.

The city will not pay for cost of flags on dowels. Flags on dowels shall be included in the rental unit bid price for advance warning signs and high-level warning devises.

Equipment Inspection and Service: The equipment shall be inspected, serviced, repaired, and replaced throughout the life of the set-up as needed to keep all equipment in good working order as stated in the specifications. This includes but is not limited to sandbags, lighting devises, and reflective sheeting. Set-up as used in this contract means placing all equipment in the designated traffic control area to delineate hazards, alert, and guide motorists, and to protect pedestrians and workers. All charges, including labor, shall be included in the unit bid prices listed on the price sheet (form B); the City will not make additional payments to the vendor for loading, travel time, delivery, set-up, servicing, repair, replacing or removal of equipment.

The contractor shall keep all traffic control equipment in a clean, fresh appearance as required by the Traffic Control Manual. Traffic control equipment shall meet the acceptable quality guidelines as outlined in the Traffic Control Manual. Upon

determination, the Contractor, at his expense, shall replace any traffic control device within two (2) hours after notification that it has become stained or discolored. The contractor shall replace equipment that is not acceptable with clean, fresh devices at no additional cost to the City.

The contractor shall replace non-working or missing equipment within two (2) hours after notification by City personnel. Units reported by the City as missing and recovered at a later date by the City will be made available for the Contractor to pick up. When requested to do so, the Contractor shall immediately replace non-working or missing equipment that are critical for safety of the public and/or traffic flow.

The City shall not be charged the unit price for any worksite equipment that the contractor has failed to correct or replace within the two (2) hour requirement.

Equipment that is stolen, damaged or lost shall be replaced or removed from service. The City shall not be charged for such equipment.

Emergencies: Emergency response time shall be a maximum of two (2) hours from the time of the initial emergency phone call from the City. All necessary barricade equipment and personnel shall be at the job site within the two (2) hours of response time after receiving the initial call, including nights, weekends, and holidays. The contractor shall have the staff, equipment, and capability to provide emergency response traffic control with up to four (4) separate crews during an emergency event at the request of the City. The twenty-four (24) hour emergency phone number provided by the contractor shall be the same as the phone number used for routine orders. Failure to comply with this two (2) hour delivery window shall be addressed through performance evaluations and will be handled accordingly. Failure to address unsatisfactory performance may result in termination of the contract.

No special set-up charges shall be made for emergency requests: travel time, loading at the yard, time spent setting up and taking down equipment is included in the rental unit costs and shall not be charged for emergency requests.

Traffic Control Permit: All Permittees, including City departments must obtain a street closure permit (partial or complete) for restrictions of all streets, sidewalks, bike lanes and alleys within Prescott. While issuance of a permit authorizes work to be performed within the public right-of-way, the permit does not guarantee the requester any exclusive right to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other planned projects that require use of the right-of-way might temporarily curtail construction and maintenance activities for which a permit has been issued.

Requests for street closure permits (partial or complete) must conform with Chapter 4, "GENERAL TRAFFIC REGULATIONS" of the Traffic Barricade Manual, and with any

“Special Traffic Regulations” listed in the City project specifications/special conditions or permit conditions. Except in emergency situations, any deviation from those regulations must have the prior approval of the Transportation Services Division.

Right-of-way Use Permits, including those for which partial or full street closures are being requested, are obtained at the “One-Stop” permit counter in City Hall. Advance notice of restrictions is required to enable notification of emergencies and other affected services. Except in an emergency, closures WILL NOT be permitted without the required advance notice.

Advance Notice Requirements:

- 72 hours for complete closures on major and collector streets
- 48 hours for partial closures on major and collector streets including bike lane and sidewalk closures.

Invoicing: Item descriptions for pay items provided on the Price Sheet (Form B) must match on all delivery/return tickets and invoices. Invoices must be emailed on a weekly basis to the project manager or ap@prescott-az.gov . The contractor is required to maintain appropriate records of all rental requests such that invoicing and reconciling of all these requests should be completed within one (1) week of the “close-out” or “pick-up” date of the order. The invoice and applicable delivery/ return tickets for each order must be submitted together to the City for payment on a weekly basis and contain the City Department / Division Name, and the name and telephone number of the employee authorizing the order. Each delivery/return ticket and invoice shall be emailed separately for each department / division. Failure to comply with the above requirements may delay payment of the submitted invoices.

Grant or Federal Funded Jobs: Some jobs may be a grant or federal funded project. If they are to be a grant or federal funded project, the City will notify the contractor of this and the grant or federal requirements on that project. Additional pricing may be added for administration if the project meets Davis-Bacon requirements. For these types of projects additional council approval may be required. If they are required, the City will notify the contractor. A copy of some of the grant/federal regulations is attached as Exhibit B.

C. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- | | |
|-----------------------------------|----------------------|
| • Request for Proposal Advertised | March 17 & 24, 2024. |
| • Proposal Due Date/Opening | April 4, 2024 |
| • Award of Contract | April or May 2024 |

All milestones are the earliest dates for planning purposes only and should not represent any contractual commitment whatsoever on the part of the City.

D. REQUESTS FOR INFORMATION

Contractors who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

Melissa Busby
Purchasing Manager
contracts@prescott-az.gov

Requests for information must be received by the project representative **prior to 5:00 PM on Tuesday, March 26, 2024**. Responses, or addenda as required, will be issued no later than 4:00pm on Friday, April 1, 2024. Receipt of addenda must be acknowledged on the required form in the contractor's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Contractors shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as **one (1) original with one (1) flash drive** and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form B – Price Sheet
- Form C – Bid Certification
- Form D – Non-Collusion Certificate
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties
- Form G – Subcontractor's List

B. INSTRUCTIONS FOR SUBMITTAL FORMS

- **Form A – Solicitation Response Cover Sheet**

Bidder shall complete, sign, and submit Form A as the first page of the bid package.

- **Form B – Price sheet**

The bidder shall certify that its bid will be valid for 90 days after submission. Bidders may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

- **Form C – Bid Certification**

Bidder shall complete, sign, and submit Form C.

- **Form D – Non-Collusion Certificate**

Bidder shall complete, sign, and submit Form D.

- **Form E – Certificate of Ownership**

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, contractors, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

- **Form F – Bidder Qualifications, Representations and Warranties**

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such an evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

The Bidder shall provide two (2) references, a subcontractors list and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

C. DISCLOSURE

Identify any public or private disciplinary actions against your contractor or individuals within your contractor that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your contractor or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might have an impact on this contract.

D. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Contractors shall clearly mark any proprietary information contained in its submittal with the words “Proprietary Information”. Contractors shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Contractors should be aware that the City is required by law to make its records available for public inspection. All contractors, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the contractors in the event that the City must legally disclose these materials.

E. DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 2:00 PM on Thursday, April 4, 2024**, at the **City Clerk’s Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

Any submittals received at or after 2:00 PM on the above-stated date will be returned unopened. Contractors are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid to any other city locations. The time and date stamp in the City Clerk’s Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00 PM deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Proposals:
Emergency and On-Call Traffic Control Services
Due before 2:00 PM on April 4, 2024**

III. CONTRACT NEGOTIATION AND AWARD

To qualify the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the City, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

Approval of the City Council will be required for the award of a contract for performance of the services described herein.

The City reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by the City to be in the City's best interests.

B. AWARD OF CONTRACT

The selected company/contractor will be required to execute and meet the terms of the City's standard General Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

C. BASIC INSURANCE REQUIREMENTS

Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by

the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$ 1,000,000

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".

Worker’s Compensation and Employer’s Liability:

- | Workers’ Compensation | Statutory |
|-----------------------------|--------------|
| Employer’s Liability | |
| • Each Accident - | \$ 1,000,000 |
| • Disease – each employee - | \$ 1,000,000 |
| • Disease – policy limit - | \$ 1,000,000 |

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

IV. TERM OF CONTRACT

The initial term of the contract shall be for a period of one (1) year. The contract may be extended for an additional one (1) year period up to a total of four (4) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

V. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days' written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

VI. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

VII. PROTEST POLICY

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful contractors. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

VIII. STANDARD INFORMATION

- A.** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Division.
- B.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.
- C.** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.
- D.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- E.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- G.** This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- H.** This Agreement shall be construed under the laws of the State of Arizona.
- I.** This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically

become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

J. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

K. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

L. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

M. Contractor Immigration Warranty (if applicable)

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier certifies that the contractor does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People' s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
3. Any Contractor / Supplier subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Supplier becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Contractor shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Supplier does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- P.** Contracting with small and minority contractors, women's business enterprise and labor surplus area contractors:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments.



General Services Contract

Emergency and On-Call Traffic Control Services

Contract Number: 2024-***

THIS AGREEMENT made and entered into this ** day of **, 2024, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Emergency and On-Call Traffic Control Services in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Purchasing Division, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Purchasing Division or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TERM: The initial term of the contract shall be for a period of one (1) year. The contract may be extended for an additional one (1) year period up to a total of four (4) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the

City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees, or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI - COOPERATIVE USE OF CONTRACT: This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

ARTICLE XII – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Purchasing Division may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive

just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XIV – MISCELLANEOUS

- A.** The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B.** The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D.** Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott
201 N Montezuma Street
Prescott, AZ 86301
contracts@prescott-az.gov

**
**
**
**

- E.** This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- F.** All invoices shall be emailed to the project manager and ap@prescott-az.gov.
- G.** This Agreement shall be construed under the laws of the State of Arizona.
- H.** This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- J. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- K.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. INSURANCE:** Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

3. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

4. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

Policy shall include bodily injury, property damage, personal injury, broad form contractual liability coverage.

- | | | |
|---|--------------|-----------------|
| • General Aggregate | \$ 2,000,000 | |
| • Products – Completed Operations Aggregate | \$ 1,000,000 | (if applicable) |
| • Personal and Advertising Injury | \$ 1,000,000 | (if applicable) |
| • Each Occurrence | \$ 1,000,000 | |

The policy shall be endorsed to include the following additional insured language:

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of, the Contractor ".

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- | | |
|-------------------------------|--------------|
| • Combined Single Limit (CSL) | \$ 1,000,000 |
|-------------------------------|--------------|

The policy shall be endorsed to include the following additional insured language:
"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor / Contractor shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

M. Contractor Immigration Warranty

Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration

Warranty. The contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

- N.** Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- O.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the contractor does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Vendor / Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Contractor shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor / Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- P.** Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists

- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Form A – Solicitation Response Cover Sheet



Solicitation Response

Emergency and On-Call Traffic Control Services

Please note all that apply:

- ☐ Addenda Number(s) Received (if any)
- ☐ Original Forms A through F

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Contact Email: _____

Contractor/Company Comments: _____



Item #	Description	Rental Period	Unit of Measure	Unit Price
1	Truck & Traffic Control Technician	Hourly	Hourly	
2	Flagger	Hourly	Hourly	
3	Supervisor	Hourly	Hourly	
4	Grant / Davis Bacon Administration	Hourly	Hourly	
5	Flashing Arrow Panel (Trailer Mount)	Daily	Each	
6	Variable Message Board	Daily	Each	
7	Vertical Panel	Daily	Each	
8	Vertical Panel w/Type "a" Light	Daily	Each	
9	Vertical Panel w/Type "C" Light	Daily	Each	
10	Barricade - Type 1	Daily	Each	
11	Barricade - Type 1 with "A" Light	Daily	Each	
12	Barricade - Type 2	Daily	Each	
13	Baricade - Type 2 with Type "A" Light	Daily	Each	
14	Barricade - Type 3	Daily	Each	
15	Barricade - Type 3 with 2x Type "A" Light	Daily	Each	
16	Direction Indicator Barricade	Daily	Each	
17	Warning Light Type "A"	Daily	Each	
18	Warning Light Type "B"	Daily	Each	
19	Warning Light Type "C"	Daily	Each	
20	Reflective Sign with Stand - 9sf or less	Daily	Each	
21	Reflective Sign with Stand - more than 9sf	Daily	Each	
22	Refective Sign with Embedded sign Posts - 9sf or less	Daily	Each	
23	Refective Sign with Embedded sign Posts - more than 9sf	Daily	Each	
24	High Level Warning Device (Flag Tree)	Daily	Each	
25	Traffic Cone (28 Inch Non-Reflective)	Daily	Each	
26	Traffic Cone (28 Inch Reflectorized)	Daily	Each	
27	Pennant Flagging	50 ft Roll	Each	
28	Caution Tape	100 ft Roll	Each	
29	Crowd Control Fence / Bike Rack (Self-supporting, interlocking panels) Panel Length _____ LF	Daily	LF	
30	Plastic Longitudinal Channelizing Devise/ADA Wall. Segment Length _____ LF	Daily	LF	
31	Temporary ADA Compliant Ramps	Daily	Each	
32	Specialty Sign (with Stand)	Each	SF	
33	Flagger Paddle	Daily	Each	
34	Traffic Control Plan (Design)	Each	Each	
35	Portable Radar Speed Trailer	Daily	Each	
36	AFAD	Daily	Each	
37	AFAD Labor	Hourly	Each	
38	Pedestrian Audible Device	Daily	Each	
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Price Sheet Validation

Signature of Company Official

Printed Name of Company Official

Title

Company Name

Street Address

Email Address

Contact for City Personnel at your Company:

Name: _____

Phone: _____

Email: _____

FORM C – BID CERTIFICATION



Emergency and On-Call Traffic Control Services

Company Name: _____

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott’s solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum

Issue Date

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder’s bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor’s List

C4 That the Bidder’s bid is valid for 90 days.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM D – NON-COLLUSION CERTIFICATE



Emergency and On-Call Traffic Control Services

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, contractor, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this ____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



Emergency and On-Call Traffic Control Services

Company Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, contractor, association, partnership, or corporation herein, are the only person, contractors, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



Emergency and On-Call Traffic Control Services

Company Name: _____

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the contractor's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation for satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Reference #2

Firm Name: _____

Address: _____

Contact Person: _____

Phone Number: _____

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. The bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. The bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by the City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this _____ day of _____ 2024.

Signature

Phone Number

Written Name

Email Address

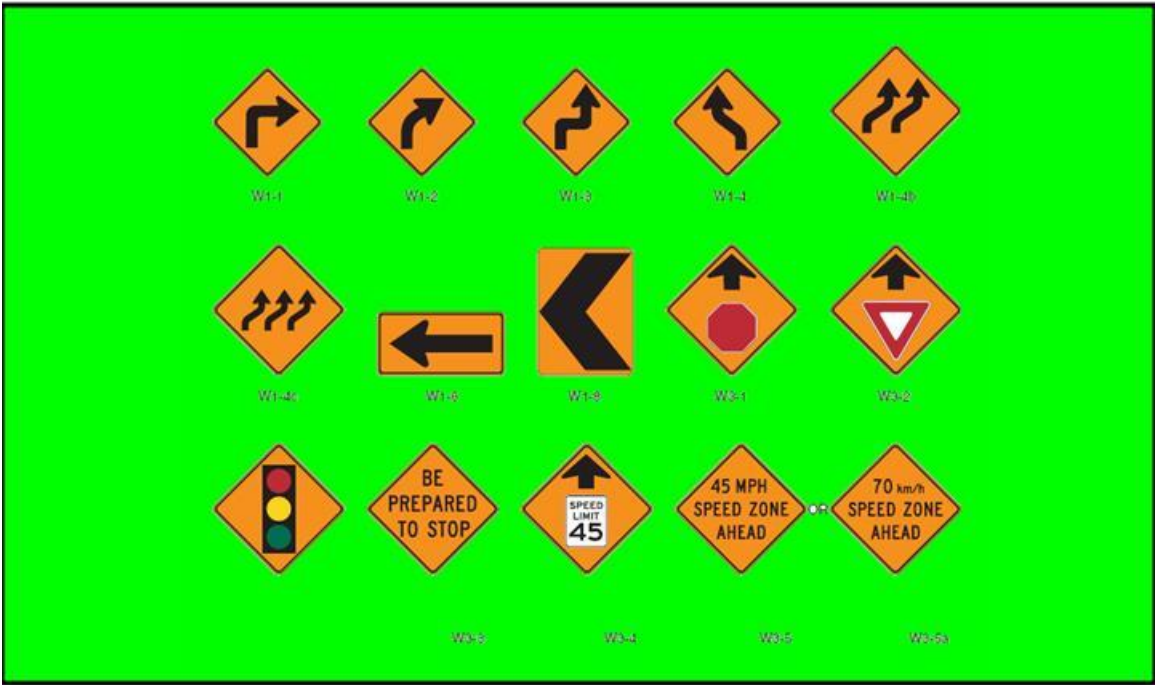
FORM G – SUBCONTRACTORS LIST

Emergency and On-Call Traffic Control Services			
Subcontractor Information	Bid Item(s)	Subcontract Amount	% of Total Bid
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Total Subcontract Amount and Percentage of Bid	\$		%

**Use additional form(s) if needed*



TRAFFIC BARRICADE MANUAL



PUBLIC WORKS DEPARTMENT
TRANSPORTATION SERVICES DIVISION

FORMULAS FOR TAPER LENGTH

Speed Limit	Formula
40 mph or under	$\frac{WS^2}{60}$
45 mph or over	L-WS

L = Length of Taper

W = Width of Lane

S = Posted Speed Limit

TAPER LENGTH, AND DISTANCE BETWEEN DEVICES

Speed Limit (mph)	Taper Length (L) (feet)**			Maximum Distance Between Devices (ft)	Minimum Number of Devices Needed
	10' Lane	11' Lane	12' Lane		
25	104	115	125	25*	6
30	150	165	185	30	7
35	204	225	245	35	8
40	267	293	320	40	9
45	450	495	540	45	13
50	500	550	600	50	13
55	550	605	660	55	13

* Distance between **Traffic Cones** used for tapers should not exceed 25 feet regardless of speed

** Advance warning signs should be placed a minimum of Distance (L) in advance of taper

TRAFFIC BARRICADE MANUAL

Prescott, Arizona

2006

City of Prescott

PUBLIC WORKS DEPARTMENT
TRANSPORTATION SERVICES DIVISION

TRAFFIC BARRICADE MANUAL

City of Prescott

First Edition

Proper Temporary Traffic Control is:

- Designed for the protection of workers as well as the public
- Equally as important as the construction, maintenance or special event being undertaken

First published in 1961 by the City of Phoenix; subsequent editions in 1970, 1974, 1976, 1980, 1982 and 1989.

City of Prescott version published in 2006 with approval of the City of Phoenix

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CHAPTER 1

INTRODUCTION

The primary function of City streets is to provide for the movement of people and goods. A secondary, but very important function of street right-of-way is to accommodate public utilities. Too successfully enable both functions, streets and utilities must not only be constructed, but be accessible for necessary maintenance activities. Because the primary function that streets provide is so important, it is essential that ***all construction and maintenance activities be planned in such a manner that they impose the minimum disruption to traffic*** (both vehicular and pedestrian), as well as, adjacent land-uses.

No set of rules requiring coordination of limited resources (e.g., street right-of-way) can be effectively sustained without a concerted effort by managers of each and every responsible organization (contractors, utility companies, governmental agencies, etc.). This *Traffic Barricade Manual* has been prepared to help managers properly train their personnel regarding temporary traffic control methods that experience has proven work best on busy urban streets. It is incumbent upon agencies and contractors to familiarize and train *not only* field crews that work in the street, but also those who supervise crews, in the practices contained in the *TBM* and the *MUTCD*.

Authority 9-1-2:

¹Prescott City Code, Title IX Traffic regulations, Chapter 1 Prescott Traffic Code, 9-1-2 Traffic Administration, (paragraph A.). All Permittees, utilities and other agencies are to abide by all applicable City of Prescott Ordinances when working in public right-of-ways within the City of Prescott.

²U.S. Department of Transportation, Federal Highway Administration, Manual On Uniform Traffic Control Devices for Streets and Highways, as adopted by the Arizona Department of Transportation.

CHAPTER 2

PURPOSE

A. PURPOSE OF THE TRAFFIC BARRICADE MANUAL

This Traffic Barricade Manual has been produced for the purpose of promoting safe conditions for motorists, pedestrians, and workers on City streets during construction, closures, or other activities. Additionally the *Manual* has been prepared to augment the *MUTCD* procedures that work well on all streets from busy urban arterials to local residential streets. Temporary traffic control done properly can reduce congestion and confusion by providing uniform applications of traffic control devices in temporary traffic control zones.

This *Manual* establishes uniform requirements for traffic control in temporary traffic control zones to facilitate construction, maintenance, and special event activities. Requirements contained herein are in substantial compliance with the *MUTCD*. Minor deviations in procedures or devices are prescribed in some areas where field experience and engineering judgment have shown improved traffic operation and safety would result. Both the *MUTCD* and Arizona State Law enable use of approved procedures that work toward safe and efficient traffic flow. Typical applications of approved devices are illustrated herein. Application of these devices to other situations shall be handled consistent with the methods illustrated.

The provisions established herein *apply* to all persons, contractors, utilities and other agencies in City of Prescott public rights-of-way, including temporary traffic control used during parades and special events. During incident management situations overseen by Police or Fire personnel such as vehicle crashes, gas leaks, or other major occurrences, there is often no way to immediately get resources in place to fully comply with the provisions of this Manual. Nevertheless, street traffic control management is needed, and this normally occurs under the authority of law enforcement who provide manual control of traffic during emergencies.

During these types of incidents, a generous use of available substitute tools such as flares and roll-up emergency signs is encouraged. The longer the duration of the incident, the more consideration should be given to establish complete traffic control techniques as set forth by this *TBM*

B. PURPOSE OF BARRICADING AND CHANNELIZATION

The purpose of installing barricading and channelization on public streets is to facilitate the safe and orderly movement of vehicular traffic while simultaneously:

- Protecting pedestrians and workers; and
- Providing for expedient and safe construction and maintenance activities

It is important that the entire temporary traffic control setup process be planned and installed in such a manner as to *minimize* adverse impacts on traffic service, including the duration of time traffic service has to be disrupted.

CHAPTER 3

GAINING PERMISSION TO RESTRICT CITY STREETS AND SIDEWALKS

A formal street closure process enables the City to:

- Monitor street restrictions and spot check barricading/safety precautions and their impacts on street operations.
- Provide advance notice to those who may be adversely affected by the temporary restrictions.

The ability to obtain a permit through an efficient process at normal cost helps facilitate needed construction and maintenance activities. Permits are granted quickly contingent on the applicant agreeing to comply with the provisions of the *Traffic Barricade Manual* and any special regulations, or other applicable requirements.

Exception: Given the many activities occurring in Downtown Prescott (Central Business District), ***advance approval*** is required for use of right-of-way in that area.

Central Business District: that area consisting of the property contained within the boundary of the following streets (including all adjacent sidewalks to the city right-of-way line): From Sheldon and Marina Streets west to Montezuma Street, south to Willis Street, west to McCormick Street, north to Sheldon Street, west to Grove Avenue, south to Gurley Street, east to Summit Street, south to Goodwin Street, east to the alley west of the 200 block of South Montezuma Street, south to Carleton Street, east to Marina Street, north to Sheldon Street.

All Permittees, including City departments ***must*** obtain a street closure permit (partial or complete) for restrictions of all streets, sidewalks, bike lanes and alleys within Prescott. While issuance of a permit authorizes work to be performed within the public right-of-way, the permit does ***not*** guarantee the requester any exclusive right to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other planned projects that require use of the right-of-way might temporarily curtail construction and maintenance activities for which a permit has been issued.

Requests for street closure permits (partial or complete) must conform with ***Chapter 4, “GENERAL TRAFFIC REGULATIONS” of the Traffic Barricade Manual***, and with any “Special Traffic Regulations” listed in the City project specifications/special conditions or permit conditions. Except in emergency situations, any deviation from those regulations ***must*** have the prior approval of the Transportation Services Division.

What kind of temporary traffic control planning do you need to do?

Good traffic control planning requires forethought. Provisions may be incorporated into project bid documents that enable prospective Permittees to develop alternative traffic control plans, which may be used only if the agency issuing the permit determines they are equal or better than those requested by the plans/specifications. For maintenance and minor utility projects that do not require bidding, forethought must be given to selecting the best traffic control before occupying the temporary traffic control zone. Also, coordination must be made between projects to ensure that duplicate signing is not used and to ensure compatibility of traffic control between adjacent projects.

Depending on the complexity of traffic control needed, the type of restriction that is requested and the impact on traffic operation, a Traffic Control Plan may be required.

The purpose of a *Traffic Control Plan* is to encourage proper planning as to the time of day, sequence of construction, degree of restriction required, and traffic control needed. Good advance planning can provide not only for efficient construction and maintenance, but also for minimum interference to the flow of traffic. *Traffic Control Plans* may range in complexity from use of typical illustrations in this manual to a detailed site plan showing signing, barricading, detours, pedestrian walkways, bike lanes, construction fences and project phasing. In all cases, the required *Traffic Control Plan* needs to satisfactorily address all requirements of this *TBM*. For large or unusual projects, advance consultation and review during the planning and design phase are *encouraged* to preclude delays. This will also ensure that street projects strike an appropriate balance between those needing to work in the public right-of-way, and those needing to use the public right-of-way.

A *Traffic Control Plan* is usually required for long-term or complex projects such as detours and channelization for bridge construction, street restrictions for building construction walkways and fences, construction of large utility lines, parades, special events, and major street closures. *Traffic Control Plans* may also be required by the Transportation Services Division for other projects.

Street closure permits are generally requested by the following individuals or agencies:

On City Projects/Permits: The assigned City Construction Project Manager

On County Projects Affecting City Streets: The County Project Supervisor

On ADOT Projects affecting City Streets: The ADOT Resident Engineer

Other types of Projects involving restrictions also require right-of-way permits:

- Work by city departments
- Surveying
- Swimming pool, landscaping, and fence construction materials in streets, sidewalks and alleys
- Temporary walkways, fences and equipment needed to enable construction, maintenance, or demolition of buildings on private or public property.
- Parades and other special events

Right-of-way Use Permits, including those for which partial or full street closures are being requested, are obtained at the “One-Stop” permit counter in City Hall. ***Advance notice of restrictions is required*** to enable notification of emergency and other affected services. Except in an emergency, closures ***WILL NOT*** be permitted without the required advance notice.

Advance Notice Requirements:

- 72 hours for complete closures on major and collector streets
- 48 hours for partial closures on major and collector streets including bike lane and sidewalk closures.

Short-duration restrictions during non-peak traffic hours, (described on pages 50-51 of the TBM) do not generally require Right-of-way Use Permits. However, the Transportation Services Division may require this permit if, in its judgment, either the traffic impact warrants it or the past performance of the applicant indicates the need for special monitoring.

Advance Notice Required by Others.

Residential Alleys: The Sanitation Division requires ***three (3) working days*** notice of all alley closures (partial or complete). This notice provides time to notify affected residents and reschedule solid waste pickup. The person requesting the alley closure shall contact the Sanitation Division by telephone and make suitable arrangements for alley service ***prior*** to requesting a residential alley closure.

Commercial Alleys: At least ***24 hours*** prior to the closure, the applicant shall coordinate with adjacent tenants. Suitable arrangements for alley service shall be made, as necessary.

The City ***reserves the right*** to deny or revoke Right-of-Way Use Permits during any time when, in its sole judgment, traffic restrictions could result in undue congestion, unacceptable inconvenience, collision potential, or hazard to workers or pedestrians and/or the in the event Permittee fails to follow the guidelines of the TBM.

CHAPTER 4

GENERAL TRAFFIC REGULATIONS

The following are the ***minimum*** traffic control requirements for all traffic restrictions, except during emergency situations, as otherwise specified by the “Special Traffic Regulations” herein, or given ***prior*** approval by the Transportation Services Division.

- A. Traffic restrictions ***are not*** permitted on Arterial or Major Collector streets during the peak traffic hours of ***7:00 a.m. to 9:00 a.m., and 4:00 p.m. to 6:30 p.m.*** weekdays.
- B. During other (off-peak) traffic hours the following ***minimum*** number of lanes must be maintained open to through traffic:

Existing Lanes (Including Left-Turn Lanes)

Maintain Open

More than 4 lanes

Four Lanes (two each way)

Four or fewer lanes

Two Lanes (one each way)

- C. Traffic signals constrain capacity and consequently are the locations where ***most*** congestion occurs. At multi-lane signals when traffic lanes are restricted, the left-turn lanes ***shall*** be used with channelization and turn restrictions to provide a minimum of two lanes for each direction of travel. Note again: street capacity restrictions are normally allowed only during off peak hours. (***See Figures 17, 22, and 23 on Pages 57, 62 and 63.***)
- D. Unless otherwise approved by the Transportation Services Division, the Permittee ***shall*** provide a uniformed off-duty Police Officer to manually allocate green time” at multiple lane signalized intersections, whenever traffic in any one direction is restricted to one through lane. (***See Chapter 6, Paragraph E for more information.***)
- E. A traffic or bicycle lane surrounded by, or adjacent to, existing pavement shall ***not*** be considered satisfactorily open to through traffic unless it is paved. Where all existing pavement has been

removed, a traffic or bike lane shall not be considered satisfactorily open to through traffic, unless graded smooth, maintained dust-free, and determined open by the Transportation Services Division.

- F. Local streets may be closed when necessary for construction or maintenance activities, subject to maintaining satisfactory access to adjacent properties.
- G. Local access shall be maintained to all properties on all streets (major, collector and local) at all possible times. When local access cannot be maintained, it is the responsibility of the Permittee, to notify all affected property owners, residents or tenants a minimum of **24 hours** in advance. The reasons for the closures shall be explained to the affected persons. Alternative access procedures shall also be explained. Full access shall be restored as soon as possible.
- H. Access to facilities such as fire stations, police stations, hospitals, and schools shall be maintained at all times. When access restrictions are necessary, the Permittee shall coordinate such access with the responsible person in charge of the affected facility.
- I. Sidewalks, crosswalks (especially school crosswalks), access to bus stop locations and other pedestrian walking areas, shall be maintained open in a safe usable condition as detailed in Chapter 7 of the *TBM*, or in the American with Disabilities Act (ADA) Accessibility Handbook. In the rare event when their function cannot be retained, ***it is the responsibility of the applicant*** to first prove that dismantling is necessary, and secondly to locate a safe and reasonable alternative. Generally, this requires the Permittee to repair, cleanup, and prepare conflicting areas, before the day of the work to provide clean and safe conditions.
- J. Special coordination efforts are required for special events such as parades and marathon races, when construction and maintenance operations may conflict with such events.
- K. Construction and maintenance activities are restricted during the holiday season of November 15 through January 1, and 4th of July week, in the downtown Prescott area and on major streets serving as primary access to large shopping centers. Construction and maintenance activities that interfere with traffic flow near shopping areas and on high volume streets must be carefully evaluated and imposed only when absolutely necessary.
- L. Coordination with other Permittees ***must*** occur between projects to ensure compatibility of traffic control precluding duplicative or inconsistent signing.

IMPOUND AUTHORITY

As a rule, City right-of-way may not be used to store temporary traffic control devices. In addition, such devices shall not be left in “active” position longer than required.

City-authorized agents may remove and store temporary traffic control devices when they are creating a hazard or if the owner will not pick them up. Fees will be assessed to the owner for retrieval of temporary traffic control devices from impound.

CHAPTER 5

EXISTING TRAFFIC CONTROL DEVICES

During temporary traffic control operations, existing traffic control devices must remain compatible with the traffic restrictions imposed. These include signs, traffic signals, and pavement markings. Some devices will remain in operation while others must be covered, relocated, or removed. Requirements for each group of devices are detailed in this section.

A. TRAFFIC SIGNS

The Permittee shall maintain all existing STOP, YIELD, and street name signs erect, clean and in full view of the intended traffic *at all times*. If these signs interfere with construction, the Permittee shall temporarily relocate the signs to permit construction, but the devices must be kept in full effective view of the intended traffic. Portable signs may be used to supplement these signs in unusual situations.

Other applicable signs shall also be maintained erect, clean and in full view of the intended traffic by the Permittee at all times. Existing signs that are no longer applicable shall be removed, without damage, by the Permittee and salvaged on the adjacent property line. *The Transportation Services Division shall be notified immediately of all sign removals.*

When construction is complete, the Transportation Services Division will reset all needed signs at permanent locations. *The Project or Permit Inspector shall notify the Transportation Services Division for sign replacements prior to completion.*

B. TRAFFIC SIGNALS

The Permittee shall notify the Construction Services Division of the Engineering Services Department (City Construction Inspector) and the Transportation Services Division of the Public Works Department (Traffic Signal Maintenance Supervisor) not less than 48 hours prior to the start of any underground construction in the vicinity of signalized intersections.

The Permittee shall maintain existing traffic signal equipment and street light luminaires fully operational, and in full view of the intended traffic at all times, unless otherwise specified in this manual, or in the City Project or Permit plans and specifications.

Vehicle detector sensing devices may be de-activated when necessary for construction. They shall, however, be replaced by the Permittee when work is completed. Prior approval is required for de-activating sensing devices. The request must be accompanied by a full explanation of why it is necessary to do so, what alternative procedures shall be used to accommodate traffic, and what efforts are being made to minimize the time the detectors will be out of service. Left-turn arrows shall be de-activated when left-turn prohibitions are in effect. If signals cannot efficiently operate without sensor loops, the Permittee may have to employ, at their cost, alternative detection devices at the request of the Transportation Services Division. Twenty-four hour advance notice to the Traffic Signal Maintenance Supervisor is required for this type of work.

The Traffic Signal Section will, upon request, provide the approximate locations of all underground signal equipment (conduits, junction boxes, vehicle detector sensing devices, etc.). The exact location

of underground equipment shall be determined by the Permittee prior to excavation.

The Permittee shall exercise due care to prevent damage to existing traffic signal equipment. Should damage occur, the Traffic Signal Section must be notified immediately so they can make the necessary repairs to restore traffic signal operation.

Responsibility for permanent repair or replacement of damaged equipment shall be:

- At the Permittee's expense when the approximate location of the damaged equipment is made known to them. They will also be charged by the City for any necessary temporary repairs. Permanent repairs or replacements must be made by a qualified electrical contractor to the satisfaction of the Traffic Signal Maintenance Supervisor.
- At the City's expense when the approximate location of the damaged equipment was not made known to the Permittee; *provided full compliance with the notification requirements of this section and requested underground locations occurred.*

When existing traffic signal equipment cannot be maintained, the Permittee *shall, at their expense*, have a qualified electrical contractor move said equipment to a temporary location, or provide additional temporary equipment to ensure all functions and indications of the existing signal equipment, except vehicle detector sensing devices, are maintained and in full view of the intended traffic at all times. The location and type of all temporary signal equipment must be approved by the Transportation Services Division

Signal equipment relocation or the installation of temporary signal equipment shall be coordinated with the Traffic Signal Maintenance Supervisor by the Permittee a minimum of **24 hours** in advance of doing the work.

When temporary or new equipment is installed to replace existing equipment, it shall be fully operational before the existing equipment is removed.

The Permittee shall restore all signal control equipment to the original locations, or new specified locations, as soon as possible after all the work in the immediate area is completed.

C. PAVEMENT MARKINGS

Existing pavement markings that may cause driver confusion and conflict with the vehicle path indicated by barricades and channelization devices shall be removed or obliterated by the Permittee as directed by the Transportation Services Division. Prescott purposefully requires use of portable traffic control devices. Under normal conditions, these devices will be sufficient to prevent confusion. Accordingly pavement marking obliteration will normally only be required on long term or high speed construction projects such as detours, special channelization for bridge construction, realignment for building construction, and similar fixed location projects. However, the City of Prescott may require the removal or obliteration of existing pavement markings required at any location when visual inspection and/or collision history shows driver confusion exists due to pavement markings.

Proper pavement marking removal or obliteration will leave a minimum of pavement scarring. Sandblasting, high pressure washing, grinding, or other methods may be used to remove existing

markings.

Note: *Only water blasting and/or grinding are an acceptable method of removal.*

When used, slurry seal shall be applied over existing markings in passes at least 24 inches wide. Markings that become exposed shall be recovered with slurry seal. Painting over existing markings with black paint or asphalt material is prohibited, except for short durations during emergency situations.

CHAPTER 6

TEMPORARY TRAFFIC CONTROL

Temporary traffic control is used to delineate hazards, alert and guide motorists, and protect pedestrians and workers. Types fall into six basic categories:

- Signs
- Barricades and Channelizing Devices
- High-Level Warning Devices
- Pavement Markings
- Police Officers and Flaggers
- Portable Barriers

The Permittee shall provide and maintain all necessary temporary traffic control devices, including regulatory signs, to protect and guide vehicles, pedestrians and workers during traffic restrictions.

Storing barricading in the public right-of-way is a privilege which may be extended for the purpose of economy and as a convenience. The name and phone number of the responsible party who will assure take-downs and set-ups are done in strict accordance with all provisions contained in the *TBM* and shall be provided with each request to use the public right-of-way for this purpose. This should almost always be the same name and number indicated on each Type I, II, and III barricade. Temporary traffic control devices are portable and need reasonable supervision to correct vandalism or displacement from weather, etc. Temporary traffic control shall not be stored on the right-of-way unused for extended periods of time. Temporary traffic control must be checked at least once per day, including weekends, by the responsible party who must also be willing to provide 24-hour correction of deficiencies. Unless otherwise designated the city's contact will be with the responsible party stenciled on the devices. If no response is forthcoming, the barricade company who owns the barricades will be called to correct the situation.

Temporary traffic control physical devices shall be manufactured in a workmanlike manner to conform to the *MUTCD*. Stenciled signs are not allowed except during emergency conditions. All devices used on Prescott streets must be crash worthy and designed to not pose a hazard to workers, pedestrians, bicyclists, or motorists. Upon impact, these devices should not cause a vehicle to either lose control or change direction.

The City of Prescott fully supports the *Quality Standards for Work Zone Traffic Control Devices, 1993* published by the American Traffic Safety Services Association (ATSSA). These standards include photographs of varying conditions of signs and barricades.

The City of Prescott will not allow devices that, in its sole judgment, fall into the “Unacceptable” category, and may require the replacement of devices in the “Marginal” category.

PLEASE SEE FULL COLOR INSERT

Temporary traffic control devices shall be:

- Installed prior to the start of all restrictions
- Properly maintained and operated when restrictions exist
- Kept clean and fresh appearing at all times
- Kept in place only as long as needed and removed *immediately* thereafter.

Wherever staged construction is occurring, only devices applicable to the current stage shall be in place. All signs that do not apply to the specific type of construction taking place shall be removed, covered, or turned away from traffic by the contractor, utility or other agency, so as not to be readable by oncoming traffic. Portable signs should be turned away from traffic at more than a **45** degree angle (enough to make sure the sign is not readable, but not so far that the edge of the sign is unnoticeable and becomes a potential hazard).

SPECIFIC PLACEMENT AND STORAGE OF BARRICADE/SIGN DEVICES ON

PUBLIC RIGHT-OF-WAY WHEN NOT IN ACTIVE USE

Property dedicated for public roadways is for the benefit of the public at large, and the right-of-way needs to be kept clear for important public uses rather than for private benefit. All stored barricade/traffic control devices shall be strategically placed so as to “cluster” the devices in compact groups and placed in such a manner which does not cause additional obstructions to the public. Please refer to the applicable accompanying photographs contained herein where “clustered” barricades are evident. By applying the “cluster” method of barricade storage, liability risks will diminish for all involved in construction and maintenance activities and enhance the aesthetic appearance of this great City.

Removal of advance warning signs and other associated temporary traffic control devices from public view when no longer in use and/or applicable.

Advance warning signs and barricade devices shall be immediately removed from drivers’ sight lines when no longer in use and/or applicable

Channelization, including “KEEP RIGHT” signs placed at frequent enough intervals that the proper message is self-evident to drivers, shall be provided whenever:

- traffic is moved across the street center line
- the existing center line is obliterated, or
- opposing traffic is maintained in other than the normal traffic lanes.

Where existing or new signing and/or pavement markings must be installed or replaced, temporary traffic control devices shall be provided and maintained by the Permittee until the permanent work is completed.

All temporary traffic control devices shall be stabilized with sandbags or other approved material (ballast), when necessary. Ballast shall be placed on lower parts of the frame, or on the base, and shall not be placed on top of any striped rail. The use of rocks, concrete blocks, concrete or asphalt chunks, etc. as ballast is prohibited.

A. SIGNS

Signs are a very important part of temporary traffic control being used to alert, advise, and guide motorists and pedestrians. Temporary traffic control signs are necessary, and must be placed in advance of traffic restrictions and whenever motorists have to change their path of travel. It is especially important to use warning signs well in advance of traffic restrictions, placing them to convey the intended message most effectively.

Temporary traffic control signs fall into the following three major categories:

- Regulatory Signs
- Warning Signs
- Guide Signs

Most signs to be used in temporary traffic control zones are included in this *TBM*; however, other signs included in the *MUTCD* or alternative signs pre-approved by the Transportation Services Division may be used. Each sign shall be displayed only for the specific purpose described in this *TBM* and as indicated by the sign legend. Uniformity of signs and sign usage is necessary so that similar situations will also be marked with the same type of sign whenever such situations occur, and motorists are conditioned to the action indicated by the signs.

Temporary traffic control signs for construction and maintenance operations follow the basic standards for all traffic signs as to size and shape. However, Warning and Guide signs in construction and maintenance areas shall have a black legend on an orange background. Color for other signs shall follow the standards set by the *MUTCD*.

Minimum sign sizes, colors, and shapes are shown in the following illustrations. The size and stroke of the legend or symbol shall be the largest possible as permitted by the size and design of the sign consistent with good legibility. The guidelines set forth in the *MUTCD* should be followed whenever practical.

The dimensions of signs shown herein are standard sizes, which may be increased when necessary for greater legibility or emphasis. Deviations from the standard sizes set forth herein shall normally be in six-inch increments.

Signs mounted on posts along the side of the street (street-side supports) shall be at least six inches larger per dimension unless otherwise indicated in the sign illustrations.

Experience has proven that flags mounted on the first warning sign entering a work zone can be helpful due to enhanced visibility. Two orange or fluorescent red-orange flags, 16 inches square or larger, shall be mounted on the first of the series of street-side sign supports, and on the first in the series of portable signs used for *advance* warning. If double signing is provided (both right side and left side), the two signs placed first in the series of advance warning shall have flags. The flags add substantial daytime emphasis, but are not as effective during hours of darkness. Because fluorescent orange warning signs have proven to provide additional nighttime target value, and their uniqueness likely attracts more attention to them, they may be used instead of flagging the first sign(s) in the advance warning sign series.

All signs used during hours of darkness shall:

- Be retroreflectorized with smooth surface weather-proof retroreflective sheeting.
- Be equipped with operating Type A flashing barricade warning lights when mounted on portable supports.
- Be equipped with operating Type B flashing warning lights when mounted on street-side supports for advance warning at major street construction projects.
- Have a minimum application of 150 square inches of orange weather-proof retroreflective sheeting on the back of signs exposed to opposing traffic. The retroreflectorized sheeting shall be placed in strips not less than 5 inches wide along each outer edge of the sign. Signs placed in two-way left-turn lanes shall have at least one Type I barricade placed a maximum of 10 feet behind the sign to alert opposing traffic.

All signs shall be mounted on suitable supports with minimum heights to the bottom of signs as follows:

Signs Mounted on Portable Supports

- **Regulatory** – 36 inches, except R4-7a and 8a (KEEP RIGHT/LEFT), R11-7, 8 and 11 (SIDEWALK CLOSED/ PEDESTRIANS), which shall be 18 inches, and R11-7A (SIDEWALK CLOSED AHEAD CROSS HERE) which shall be 24" x 30".
- **Warning** - 12 inches, except WJ-6 (TARGET ARROW) which shall be 36 inches
- **Guide** - 24 inches.
- **Combination Regulatory and/or Warning** - 12 inches.

Signs Mounted on Street Side Supports (Post Mounted)

- **All signs** - to be mounted at a height of 7 feet.

Barricades, vertical panel channelizing devices, and flag type high level warning devices are acceptable portable sign supports. When flag type high level warning devices are used as sign supports, they shall be provided in addition to those required in Chapter 6, Part C of this *TBM*. Approved ballast shall be placed on the base of all portable signs that are unattended.

Metal and wood sign posts, such as those commonly used to mount permanent traffic signs, and steel streetlight poles are acceptable street side sign supports. Signs shall not be mounted on wood utility poles. Street side signs should not normally be placed in sidewalks or walkways. However, if absolutely necessary, care shall be taken to minimize interference with pedestrians.

As a general rule, portable signs shall be located on the right side of the street when right-lane traffic is

restricted, and on the center line or median, when left-lane traffic is restricted. Street side signs shall be located on the right side of the street and in protected medians. Where special emphasis is required, and where more than one lane of traffic in any one direction is affected, dual signs should be provided approximately opposite each other. Care **shall** be taken when signs are placed in the two-way left-turn lane, to not obstruct driveways or intersecting streets.

Portable supports should be used for short-term and moving operations. Street side supports shall be used for construction speed limit and advance warning signs on long-term, fixed construction operations, such as major street reconstruction.

For maximum mobility on certain types of construction and maintenance operations, signs may be mounted on a vehicle stationed in advance of the work, or moving along with it. This may be the working vehicle, pavement marking equipment, or crack sealing equipment, or a vehicle provided expressly for this purpose.

Mobile sign displays, such as changeable message signs and arrow panels, may be mounted on a trailer. Experience has proven the effectiveness of providing advanced notice of projects through the use of electronic changeable message signs. This notice is typically given seven days in advance of the work. Careful attention needs to be given in the placement of these signs so they do not impede pedestrian activity, block driveway access, or create visibility obstructions. These signs may be provided with self-contained electric power units for flashers and lights, or mounted on a regular maintenance vehicle. Vehicles used solely for mobile sign display should be equipped with an impact attenuating device to provide additional safety for workers and motorists.

1. Regulatory Signs

Regulatory signs impose legal obligations or restrictions and are enforceable by the Police Department. To be enforced, their use must be approved by the Transportation Services Division. Special care must be used to insure proper use, maintenance, and **removal** of all regulatory signs in a timely fashion. Conflicting existing regulatory signs shall be covered or removed.

All regulatory signs shall be provided by the Permittee. Commonly used signs are illustrated in ***Figures 1 and 2, Pages 17 and 18***.

Regulatory signs used in construction and maintenance areas shall be of the shapes and colors shown in the illustrations. They shall be used as follows:

Turn Restrictions:

- NO LEFT (RIGHT) TURN signs are used whenever turns may cause excessive congestion at intersections during restrictions. There shall be a minimum of two (one on the near side and one on the far side of the intersection) for each direction of traffic affected.
- Mandatory turn signs are used to show motorists when they must turn right or left from a special turning lane, separated from the through traffic lane. There shall be a minimum of two signs (one in advance and one at the intersection) for each direction of traffic affected. These must always be used in conjunction with the W12-1 lane split sign, otherwise motorists may be led to believe through lanes exist on both sides of the sign.

Speed Limits:

- The combination “WORK ZONE” and “SPEED LIMIT #” sign is used to inform drivers of reduced speeds. Past practice has confirmed this to be an effective method of gaining compliance with reduced speed limits necessary in temporary traffic control zones. “SPEED LIMIT #” signs shall always be co-mounted with “WORK ZONE” signs when reducing speed limits in construction areas. There shall be a minimum of one in advance of construction, and a minimum of three signs per one-half mile for each direction of traffic affected. The large, post-mounted “WORK ZONE” and “SPEED LIMIT #” signs on posts at the side of the street shall be used in all major street reconstruction areas. At other locations, small signs on portable supports may be used. Existing conflicting “SPEED LIMIT #” signs shall be covered or removed.
- The “SPEED LIMIT 25” sign is used where the existing pavement has been removed or where traffic is being maintained on temporary detour roads, on unpaved shoulders, or on traffic lanes that are severely restricted.
- The “SPEED LIMIT 35” sign is used in advance of the “SPEED LIMIT 25” sign when reducing existing speed limits from 40 and 45 miles per hour.
- Speed limits set by State law shall not be reduced in increments greater than 10 miles per hour. The “SPEED LIMIT 35” sign is also used for interim speed reduction in construction areas until construction progress requires 25 miles per hour. The “SPEED LIMIT 35” is also used where traffic is being maintained on new asphalt paving during the completion of street paving projects and in most construction zones on improved streets where restricted traffic is maintained on a reduced number of lanes.
- The “SPEED LIMIT 45” sign is used when reducing speeds from 50 and 55 miles per hour.

Street Closures:

- The “STREET CLOSED TO THRU TRAFFIC” (R11-4) sign shall be used for all complete closures of major and collector streets. When in use, the proper “DETOUR ARROW” and detour instructions (M4- 10) shall be displayed. “STREET CLOSED AHEAD” and “DETOUR AHEAD” signs shall be used a minimum of 300 feet and 600 feet, respectively, in advance of all major and collector street closures (*see Figure 14, Page 54*). Mandatory turn lanes approaching street closures shall be closed (*see Figure 15, Page 55*).
- The “STREET CLOSED LOCAL TRAFFIC ONLY” sign shall be used for all local street closures, unless otherwise approved by the Transportation Services Division.
- The “ALLEY CLOSED” sign shall be used for all alley closures.
- The “DETOUR” sign with arrow shall be used to mark detour routes when required by the Transportation Services Division.
- The “OPEN TO LOCAL BUSINESSES” sign may be required where access becomes a problem on major and collector streets that are closed for construction. It is installed on a barricade adjacent to the “STREET CLOSED” sign when requested by the Transportation Services Division.

Other Regulatory Signs:

- “KEEP RIGHT (LEFT)” signs shall be used at, or near, the start of all channelization, except where the “DOUBLE ARROW” warning sign is used.
- The “KEEP RIGHT” sign shall be used on both sides of intersections where temporary center line channelization is required.

The “SIDEWALK CLOSED” sign and “PEDESTRIANS PROHIBITED” sign shall be used for walkway closures as provided for in Chapter 7 of this Manual. Special attention shall be given when contemplating closure of pedestrian paths, to assure that safe, accessible alternatives exist. Closures should only be requested and approved when necessary for safe construction. Even then, access to open businesses, and transit stops must be fully taken into consideration. When complete closure is necessary for safety, advance warning of the conditions should be given by carefully positioning a “SIDEWALK CLOSED AHEAD” sign, so as not to impede access and to allow a pedestrian alternative at another location. The pedestrian symbol/directional arrow sign shall be used to guide pedestrians to alternate walkways.

2. Warning Signs

Warning signs are used to notify motorists of specific hazards or restrictions in temporary traffic control zones. Within construction zones there may be a variety of conditions such as, reduced width, open excavations, or pavement removal. Motorists must be properly alerted well in advance to provide adequate time to react safely.

All warning signs shall be provided by the Permittee. Commonly used signs are illustrated in *Figures 3 and 4, Pages 19 and 20.*

Warning signs used in temporary traffic control zones shall be diamond shaped, except as shown in the warning sign illustrations. They shall have a black legend and/or symbol on an orange background. The warning signs illustrated shall be used for only those situations indicated by their legend or symbol. Distances such as 500 feet, 1,000 feet, 1/4 mile, or 1/2 mile may be used in place of the word “AHEAD” on advance warning signs and numerals may be used in place of words (e.g. “2” instead of “TWO”). The “ROAD WORK AHEAD” sign shall be used in advance of all construction and maintenance areas in addition to other applicable warning signs. Minimum spacing for advance warning signs in advance of channelization should be equal to the taper lengths shown in *Figure 5, Page 22.*

3. Guide Signs

Guide signs are used to direct motorists on detour routes and provide information in advance of street closures.

All guide signs shall be provided by the Permittee.

Guide signs used in temporary traffic control areas are generally rectangular; and shall have a black legend on an orange background.

Guide signs most frequently used are “DETOUR” signs with arrows, as shown with the “STREET CLOSED” signs in *Figure 2, Page 18.* –“DETOUR” sign and detour instructions are incorporated

into the design of the “STREET CLOSED TO THRU TRAFFIC” sign.

When required, the Permittee shall provide separate “DETOUR” signs, with the directional arrows, at locations along a specific detour route as directed by the Transportation Services Division. When required, detailed detour route instructions and/or State and Federal route symbols shall also be provided and attached to the detour signs.

At times, when alternate detour routes for street closures are offset or points of closure are at locations where detours are not available, it is necessary to provide additional guide information signs. These signs generally have a legend similar to “SR-89 TO PRESCOTT LAKE PARKWAY NB CLOSED-USE SR 69 TO PRESCOTT LAKES PARKWAY”, with appropriate detour arrows. These signs shall be rectangular with a minimum size of 48 inches by 48 inches. The legend shall be black on an orange background.

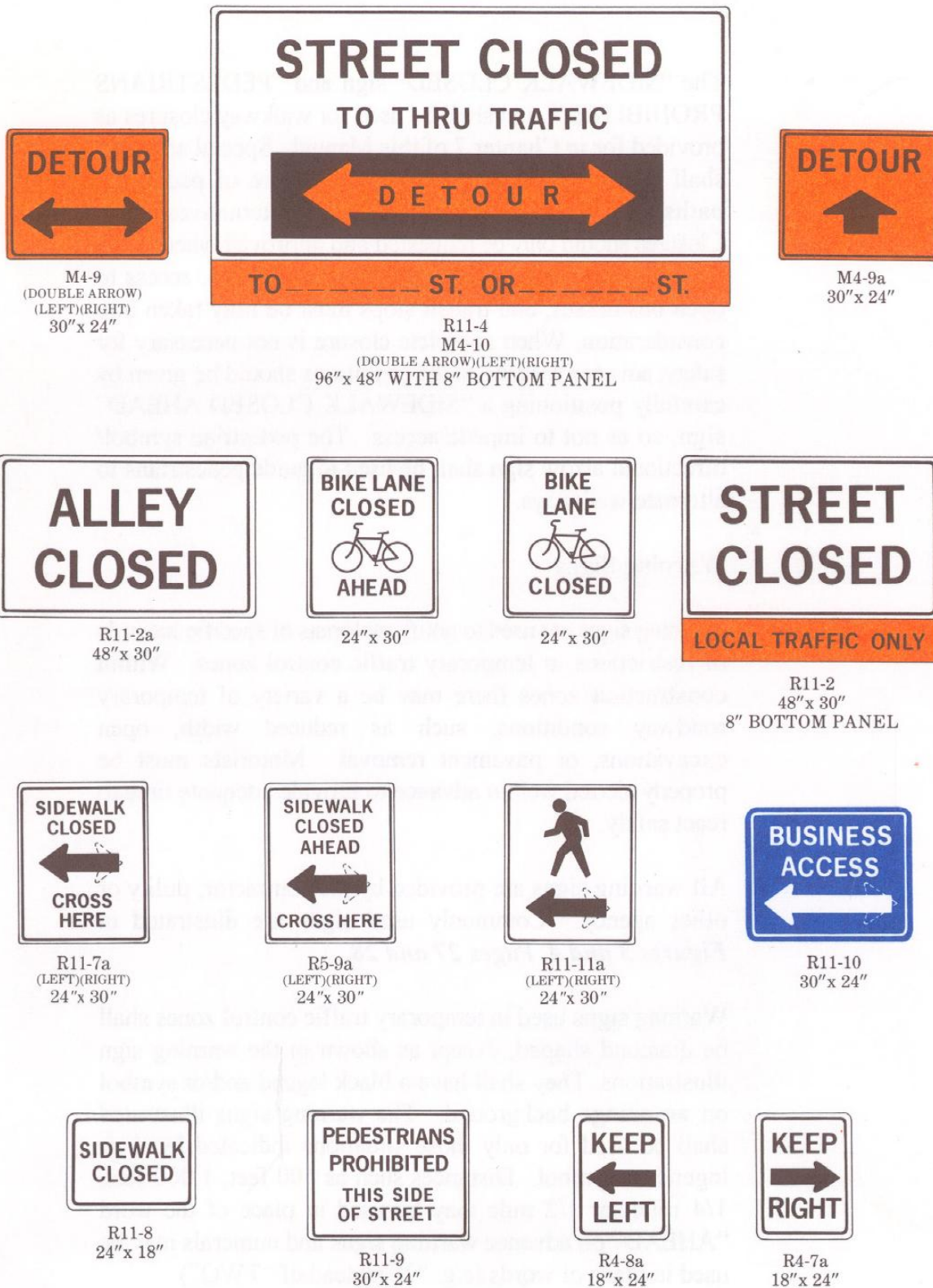


SPEED LIMIT SIGN SIZES

Sign	City Street Post Mounted All Freeway & Expressway	City Street Portable
W20-6	36" x 36"	24" x 24"
R2-1	24" x 30"	18" x 24"

FIGURE 1

REGULATORY SIGNS



REGULATORY AND GUIDE SIGNS

FIGURE 2



WARNING SIGNS

FIGURE 3

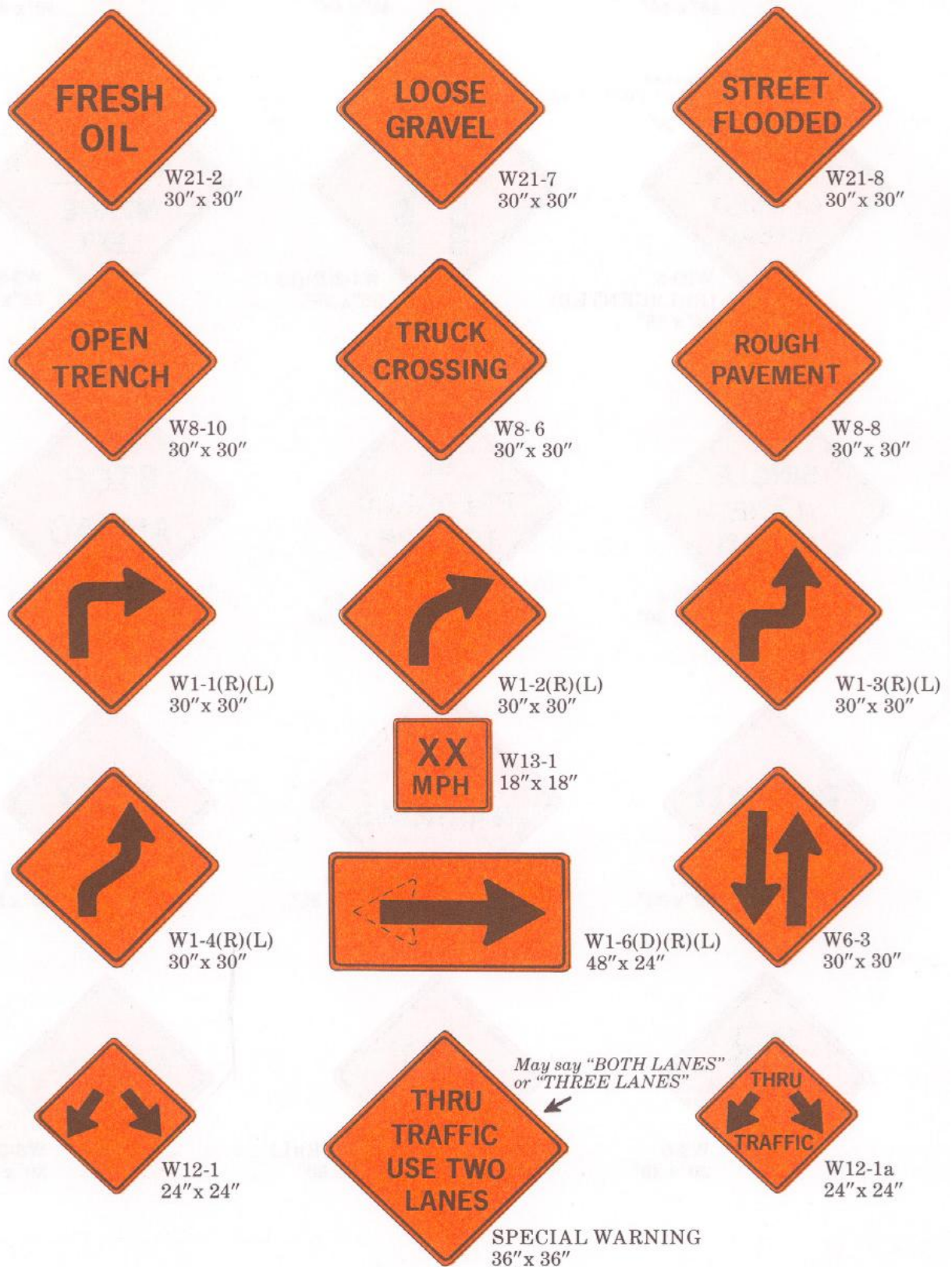


FIGURE 4

WARNING SIGNS

B. BARRICADES AND CHANNELIZING DEVICES

Barricades and channelizing devices are the most important part of temporary traffic control in construction and maintenance areas. They are used to warn and alert motorists of temporary restrictions, and to guide motorists and pedestrians through restricted areas. They are not intended to be physical barriers. Barricades and channelizing devices should always be used in groups to warn and guide traffic.

Rope, flagging, and woven plastic tape, may be used between barricades and channelizing devices in construction areas, to provide additional guidance and security. In some major construction areas and in areas with substantial pedestrian traffic, the use of plastic or metal (minimum height of 72") construction fencing may be necessary for maximum security.

Barricades and channelizing devices used to guide motorists must provide a smooth, gradual transition when moving traffic from one lane to another, onto a bypass detour, or when reducing the width of the street. This smooth, gradual transition is referred to as the "taper length." ***The minimum desirable taper length formulas, calculated taper lengths, and spacing of devices for tapers are shown in Figure 5, Page 22.***

Minimum desirable taper lengths apply to streets of relatively flat grade and straight alignment. Adjustments may be desirable to provide adequate sight distance on the approach to channelization and to accommodate cross streets and adjacent driveways. In urban areas characterized by short block lengths and driveways, longer tapers are not necessarily better than shorter ones. Extended tapers tend to encourage sluggish operation and to encourage drivers to delay lane changes unnecessarily.

When more than one lane of traffic is diverted, a tangent length of channelization equal to twice the taper length should be used between the taper for each lane closed. (***See Figure 25, Page 65.***) A tangent distance of one half the taper length should be used between tapers when diverting a single lane to an alternate alignment. (***See Figure 27, Page 69.***) Spacing for devices used in tangent areas between tapers should be the same as the spacing for devices used in the adjacent tapers.

Barricades and channelizing devices are also used to protect workers in the street and to guide and protect pedestrians. Consequently, it is important that barricades and channelizing devices be substantial enough to provide protection, yet not so much as to cause severe damage to vehicles should a collision occur.

Typical uniform applications of barricades and channelizing devices are shown in the barricade illustrations included in this *TBM*. Situations not illustrated shall be handled consistent with the examples and discussions set forth herein.

FORMULAS FOR TAPER LENGTH

Speed Limit	Formula
40 mph or under	$\frac{WS^2}{60}$
45 mph or over	L-WS

L = Length of Taper

W = Width of Lane

S = Posted Speed Limit

TAPER LENGTH, AND DISTANCE BETWEEN DEVICES

Speed Limit (mph)	Taper Length (L) (feet) **			Maximum Distance between devices (feet)	Minimum Number of Devices Needed
	10' Lane	11' Lane	12' Lane		
25	104	115	125	25*	6
30	150	165	185	30	7
35	204	225	245	35	8
40	267	293	320	40	9
45	450	495	540	45	13
50	500	550	600	50	13
55	550	605	660	55	13

* Distance between **Traffic Cones** used for tapers shall not exceed 25 feet, regardless of speed.

** Advance warning signs shall be placed a minimum of Distance (L) in advance of taper.

FIGURE 5

1. Barricades

Barricades approved for use in the City of Prescott shall be of three types: Type I, II and III. (See *Figure 6, Page 24*). Markings for all barricade panels shall be alternate orange and white stripes sloping down at a 45 degree angle to the side on which traffic is to pass. Both stripes (orange and white) shall be retroreflective with smooth surface weatherproof sheeting.

All barricades shall be constructed of suitable materials in a workmanlike manner to the dimensions shown in *Figure 6, Page 24*. Barricade supports shall be substantial enough to support what they must hold up.

Type I and II barricades are intended for use where traffic is maintained through construction and maintenance areas. Type I and II barricades are also used to delineate hazards in or near the street or sidewalk, to close local and collector streets, to close sidewalks and alleys, and to channelize traffic. When used to *delineate hazards* parallel to traffic, spacing should not exceed *75 feet*. When used to close streets, sidewalks, and alleys, spacing should not exceed *5 feet*.

Type I and II barricades used to channelize traffic shall be placed on a taper to guide motorists past hazards. Taper lengths and barricade spacing should be as shown in *Figure 5 Page 22*.

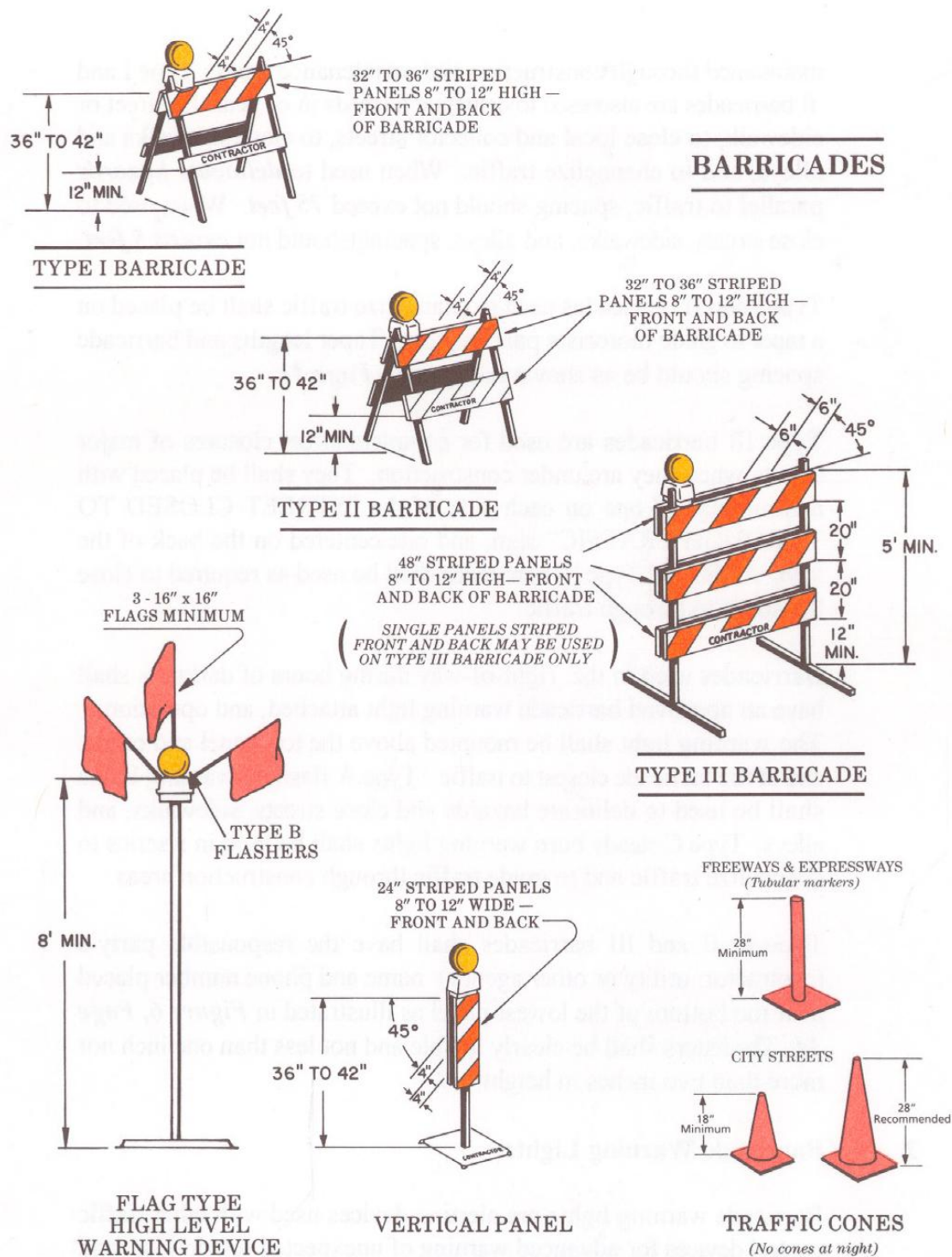
Type III barricades are used for complete street closures of major streets when they are under construction. They shall be placed with a minimum of one on each side of the “STREET CLOSED TO THROUGH TRAFFIC” sign, and one centered on the back of the sign. Additional Type III barricades shall be used as required to close the street to through traffic.

Barricades used in the right-of-way during hours of darkness shall have an approved barricade warning light attached, and operational. The warning light shall be mounted above the top panel and on the end of the barricade closest to traffic. Type A flashing warning lights shall be used to delineate hazards and close streets, sidewalks, and alleys. Type C steady burn warning lights shall be used in a series to channelize traffic and to guide traffic through construction areas.

Type I, II and III barricades shall have the responsible party’s (contractor, utility or other agency) name and phone number placed near the bottom of the lowest panel as illustrated in *Figure 6, Page 24*. The letters shall be clearly legible and not less than one inch nor more than two inches in height.

2. Barricade Warning Lights

Barricade warning lights are alerting devices used with other traffic control devices for advanced warning of unexpected restrictions, and to guide motorists when entering and driving through restricted areas. They shall be mounted on all signs, barricades, and channelizing devices, as specified in this *TBM*. Barricade lights shall be in operation during hours of darkness.



CHANNELIZING DEVICES

BARRICADES AND CHANNELIZING DEVICES

FIGURE 6

Barricade warning lights are portable, battery operated, lens directed enclosed devices, commonly referred to as either ***Type A Low Intensity Flashing Warning Lights***, ***Type B High Intensity Flashing Warning Lights***, or ***Type C Steady Burn Warning Lights***. Warning lights shall have seven inch diameter lenses that emit a yellow light. They shall comply with the current Institute of Transportation Engineers Purchase Specifications for Flashing and Steady-Burn Warning Lights,” as required in the *MUTCD*.

Barricade warning lights must be maintained so as to provide adequate advance warning to alert and guide motorists and pedestrians in restricted areas.

Type A Low Intensity Flashing Warning Lights shall be used on all signs that are mounted on portable supports, and barricades and vertical panel channelizing devices used to mark hazards and close streets. Type A warning lights shall not be used on devices intended to guide traffic.

Type B High Intensity Flashing Warning Lights shall be used on all advance warning signs for major street construction when mounted on street side supports and on all “Flag Type” High Level warning devices when used at night.

Type C Steady Burn Warning Lights shall be used on barricades and vertical panel channelizing devices used to guide traffic, form tapers, and delineate center lines, lane lines, and the edge of the traveled way. Type C warning lights may be used on devices to mark hazards, but are considered less effective than flashing lights for this purpose.

3. Channelizing Devices

Channelizing devices used in the City of Prescott are divided into the following three basic types:

a. Traffic Cones

Traffic cones are effective for ***daytime*** channelization of traffic and to delineate minor maintenance areas. When traffic cones are used, it is necessary to check them often as they are frequently moved by vehicles. Cones 28 inch or taller shall be used. 18 inch cones may be substituted only on Local streets during daytime hours. Cones are normally not suitable for nighttime use, except under emergency conditions, or special circumstances approved by the Transportation Services Division. When cones are used at night, they must have reflective sleeves as called for in the *MUTCD*. Cones 28 inches in height (with sleeves) have been approved for night use in Downtown Prescott where the cones are under direct police supervision, the lighting is sufficient, and traffic speeds are low.

Traffic cones shall be conical in shape and generally with a square weighted base. (See ***Figure 6, Page 24***). The predominant color of the device shall be orange or fluorescent red-orange. For use on collector and arterial City streets, conical devices shall have a minimum height of 28 inches. Larger devices should be used on high volume streets when additional traffic guidance is needed and where smaller devices may be disturbed by vehicles.

When traffic cones are used to channelize traffic, they shall be placed on a taper to guide motorists past hazards. Taper lengths should be as shown in *Figure 5, Page 22*. *Spacing between cones used to channelize traffic should not exceed 25 feet, regardless of speed.*

Traffic cones are used to channelize traffic, divide opposing traffic lanes, divide traffic lanes when two or more lanes are open in the same direction, and delineate minor maintenance operations. When traffic cones are used to divide traffic lanes or delineate minor maintenance operations, spacing should not exceed *50 feet*.

b. Vertical Panel Channelizing Devices

Vertical panel channelizing devices are extremely effective for 24-hour channelization. Used instead of traffic cones for channelization during hours of darkness, they are versatile because their height and amount of retroreflective sheeting give them substantially more target value than normal pavement markings. They are portable, light weight, and use less street width than barricades. Professional experience indicates that vertical panels, when properly placed, dominate existing pavement markings, provide positive guidance, and permit existing pavement markings to remain on short term projects without driver confusion.

Markings on vertical panel channelizing devices shall be alternate orange and white stripes, sloping down at a **45** degree angle to the side on which traffic must pass. When used to divide two traffic lanes in the same direction, the stripes shall slope down to the side on which traffic is being diverted. (*See Figure 26, Page 67 & 68*). Both stripes (orange and white) shall be reflectorized with smooth surface weatherproof retroreflective sheeting.

Vertical panel channelizing devices shall be constructed of suitable material in a professional manner to the dimensions shown in *Figure 6, Page 24*. The base and panel support shall be substantial, designed to prevent overturning and be crashworthy. Because the base can be an obstacle to traffic when overturned, the base and support should be designed to minimize damage to a vehicle if struck. The base and panel support shall be galvanized, aluminum, or white in color, except rubber bases, which may be black. The Permittee's name and phone number shall be placed on the top of the base or on the support. The letters shall be clearly legible and not less than one inch nor more than two inches in height.

Vertical panel channelizing devices are used to channelize traffic, divide opposing lanes of traffic, divide traffic lanes when two or more lanes are maintained open in the same direction, and in place of barricades where space is limited.

When vertical panels are used to channelize traffic, they shall be placed on a taper to guide motorists past hazards. Taper lengths and vertical panel spacing should be as shown in *Figure 5, Page 22*.

When vertical panel channelizing devices are used in place of barricades to **delineate hazards** parallel to traffic, spacing should not exceed **50 feet**. When used to divide opposing lanes of traffic or divide two or more lanes traveling in the same direction,

spacing should not exceed **75 feet** for short distances and **150 feet** for extended distances.

Vertical panel channelizing devices used in the right-of-way during hours of darkness, shall have an approved barricade warning light attached, and in operation. The warning light shall be mounted above the marked panel. Type C steady burn warning lights shall be used in a series to channelize traffic, to divide opposing traffic, separate traffic lanes, and guide traffic through construction areas. Type A flashing warning lights shall be used to delineate hazards.

c. Drums

Drums are most commonly used to channelize or delineate traffic flow, but may be also used in groups to mark specific hazards. Drums are highly visible and have good target value, giving the appearance of being formidable obstacles, thereby commanding the respect of drivers. Their primary disadvantage is their size, which makes them difficult to use on City streets with narrow traffic lanes. Drum spacing used to delineate hazards, close streets, and channelize traffic shall be the same as specified for Type I and Type II barricades. Drums are portable enough to be moved from place to place in order to accommodate changing conditions. However, they are generally used in situations where they will remain in place for a prolonged period of time. When drums are placed in the roadway, appropriate advance warning signs shall be used.

Drums used for traffic warning or channelization shall be approximately 36 inches in height and a minimum of 18 inches in diameter. Drums shall be made of plastic or other flexible material that will not cause serious damage if struck.

Use of metal drums is strictly prohibited.

Markings on drums shall be horizontal, circumferential or orange and white alternating stripes, 4 inches to 8 inches wide. Both stripes shall be reflectorized with a smooth surface weatherproof sheeting, which will display the same approximate size, shape, and color, day and night. There shall be at least two orange and two white stripes on each drum. If there are non-reflectorized spaces between the horizontal orange and white stripes, they shall be no more than 2 inches wide.

Drums should not be weighted with sand, water or any material to the extent that would make them hazards to motorists, pedestrians, bicyclists or workers. Water shall not be used in times susceptible to freezing. Open drums should have drain holes in the bottom so water will not collect.

During hours of darkness, a flashing warning light shall be placed on each drum used to mark hazards, and steady burn warning lights should be placed on drums used for traffic channelization.

Arrow signs (W1-6) or vertical panels mounted above drums may be used to supplement drum delineation.

C. HIGH LEVEL WARNING DEVICES

High level warning devices (flag trees) are used to alert motorists of obstructions in streets. These devices are designed to ensure that they can be seen over the top of preceding vehicles.

The height is particularly effective in diverting traffic around obstructions.

High level warning devices are required in advance of all lane closures and can be helpful in other circumstances such as new construction, pavement patching, manhole work, surveying, cranes, excavations, etc. High level warning devices may be attached to a vehicle located at, or in advance of, the obstruction. On fixed location projects, required high level warning devices should be placed within or behind the channelization in the center of the area closed. Arrow panels are so dominant that they may take the place of high level warning devices, and where possible should be placed in the parking lane at the beginning of the taper. If this placement is not possible, *arrow panels may be placed in the closed lane behind the channelization used to transition traffic.*

High level warning devices used in the City of Prescott are divided into three basic types:

1. Flag Type High Level Warning Devices

Flag type high level warning devices shall display three or more flags supported so that the lowest point of all three flags is 8 feet or more above the street. (*See Figure 6, Page 24*). The flags shall be orange or fluorescent red-orange in color, and 16 inches square or larger. The flag support and base shall be substantial, to resist overturning by wind. The flag support and base shall be galvanized, aluminum, or white in color.

During hours of darkness, each flag type high level warning device must be equipped with a minimum of one Type B High Intensity Flashing Warning Light mounted more than 8 feet above the street. If equipped with a remote battery, the battery shall be mounted at the base, at ground level, to provide additional stability.

One flag type high level warning device is required for each direction of traffic affected. The devices shall be placed within or behind the channelization, in the center of the area closed. Additional flag type high level warning devices may be used as sign supports. They shall be placed at the location required by the sign legend.

2. Rotating Flasher and Strobe Light Type High Level Warning Devices (typically vehicle-mounted)

Electrically operated, rotating Sealed Beam or halogen lamp flashers, or strobe light flashers, may be used instead of, or in addition to, flag type high level warning devices.

Rotating Sealed Beam flashers shall consist of one or more Sealed Beam units at least four inches in diameter, rated at a minimum of 30,000 candlepower each. They shall emit a yellow light with a flash rate of 70 to 110 flashes per minute.

Halogen lamp flashers shall consist of one or more halogen lamps with a minimum rating of 50 watts, generating 50,000 candlepower each, reflected in a rotating or alternating pattern by high quality parabolic reflectors. They shall emit a yellow light with a flash rate of 70 to 120 flashes per minute. Strobe light flashers shall be rated at a minimum of one million candlepower at the bulb. They shall emit a yellow light with a flash rate of 80 to 120 flashes per minute.

Rotating flashers or strobe lights shall be mounted on a vehicle or other substantial

support. When possible, they shall be mounted at a minimum height of 8 feet above the street.

The vehicle or other support with flashers in operation shall be positioned behind the required channelization, and in the center of the area closed, except when used on a moving service vehicle.

Use of rotating flashers or strobe light type high level warning devices is particularly desirable during hours of darkness. They should be used instead of the flag type high level warning device, with flasher attached, whenever possible.

3. Advance Warning Arrow Panel

Advance warning arrow panels, designed to flash directional arrows or chevrons, may be used instead of other types of high level warning devices. Arrow panels may be required by the Transportation Services Division. Arrow panels provide additional advance warning and directional information to assist in diverting traffic, and are especially effective under high volume traffic conditions and at night.

BECAUSE OF THEIR TARGET VALUE, USE OF ARROW PANELS ARE REQUIRED FOR NIGHTTIME LANE CLOSURES ON MAJOR STREETS (Major Arterial and Arterial Streets as identified on the latest official Street Classification Map). Exception to use are emergency situations, when otherwise determined by the Transportation Services Division, or when falling under the “short term criteria for service vehicles. (*See Chapter 9, Page 50*). Arrow panels may be approved or required by the Transportation Services Division when geometric conditions prevent the standard advanced warning and taper/tangent distances from being applied.

Advance warning arrow panels shall meet the following specifications from the MUTCD:

<u>Type</u>	<u>Minimum Size</u>	<u>Minimum Number of Sealed Beams Lamps</u>	<u>Minimum Legibility Distance</u>
A	24" x 48"	12	½ Mile
B*	30" x 96"	13	¾ Mile
C	48" x 96"	15	1 Mile

The minimum legibility distance for various traffic conditions is based on the decision sight distance concept.

Minimum legibility distances are those at which the arrow panel message can be comprehended by a driver on a sunny day or clear night. Also shown are the arrow panel sizes needed to meet the legibility distance needs.

Type A advance warning arrow panels are appropriate for use on low speed urban streets. Type B arrow panels are appropriate for intermediate speed facilities and for moving operations on high-speed roadways. Type C arrow panels are intended to be used on freeways and expressways, however, they may be used on City streets when additional warning is desirable.

*Arrow panels shall be rectangular, except Type B arrow panels used on moving service

vehicles, which may be arrow shaped. Arrow panels shall be of solid construction and finished with a non-reflective flat black surface. Arrow panels shall be mounted on a vehicle, trailer, or other suitable support with self-contained electrical source. Vehicle-mounted panels should be provided with remote controls.

Minimum mounting height should be 8 feet above roadway to the bottom of the panel, except on vehicle mounted panels, which should be as high as practicable.

Arrow panels should have the capability of the following mode selections: (1) left or right flashing or sequential arrows or left or right sequential chevrons, (2) double flashing arrows, and (3) caution mode. The caution mode shall be used when arrow panels are in operation when arrow or chevron indications would encourage vehicle conflicts, such as on two-lane streets.

The caution mode consists of four or more lamps arranged in a pattern, which will not indicate a direction

Arrow panels shall be capable of a minimum of 50% dimming from their rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.

Minimum lamp on time shall be 50% for the flashing arrow and 25% for the sequential chevron.

The arrow panel lamps shall be recess mounted or equipped with an upper hood of not less than 180 degrees. The color of the light emitted shall be yellow.

The arrow panel should be positioned on the shoulder or in the parking lane, and at the beginning of the taper, when possible. When width is restricted, the arrow panel should be positioned behind the required channelization near the start of the taper. The arrow panel must be in place for the duration of the restriction.

Since they can cause unnecessary lane changing, arrow panels should generally not be used for shoulder or roadside work activities, or on two lane highways.

D. PAVEMENT MARKINGS

Temporary markings may be used to guide traffic in temporary traffic control areas when clean, hard surfaced street or detour roadway surfaces exist. Temporary pavement markings must be kept clean at all times. Normally, they are used in combination with signs, barricades, and channelizing devices. Existing pavements markings that conflict with the vehicle path indicated by temporary markings shall generally be removed or obliterated. Upon project completion, temporary markings shall be removed and permanent markings replaced.

Reflective paint lines, pavement marking tape, or raised pavement markers may be used for temporary traffic control when approved by the Transportation Services Division. They are generally used on paved detours and on major street construction between asphalt layers. ***Unless specifically approved otherwise by the Transportation Services Division***, when used on major street construction, temporary left-turn lanes shall be marked at all signalized intersections.

Reflective paint lines shall be applied with a suitable paint striping machine meeting City of Prescott specifications for traffic paint and reflective glass beads. Paint lines shall have a minimum wet film thickness of 15 mils with 6 pounds of glass beads applied per gallon of paint.

Reflective pavement marking tape, specifically manufactured for pavement marking, may be used in place of paint lines. Pavement marking tape shall be durable and have the appearance and reflectivity of paint lines. Application of short pieces of pavement marking tape to form dashed lines instead of pavement striping is not acceptable.

Centerline markings shall be two 4 inch wide yellow lines with a 5 inch space between. Lane line markings shall be 4 inch wide white lines, placed with 15 lineal feet of marking and 25 lineal feet of space between markings. ***Approaching marked crosswalks at unsignalized locations, the lane markings shall be 6 inches and solid rather than dashed.*** Other markings for barrier lines, edge lines, crosswalks, and school zones may be necessary to complete temporary marking installations. Edge lines shall be 4 inch wide, continuous, white lines. Barrier lines for mandatory turn lanes, pavement edge tapers, and lane transitions shall be 10 inch wide white lines. Crosswalk lines shall be 10 inches wide with 6 inch wide, solid white approach lines. School zone crosswalks shall be the same, except yellow in color.

Raised reflective pavement markers may be used instead of paint or tape markings. They should be used to supplement paint and tape pavement markings in unlighted areas, on lane changes, and on detours. Center line markers shall be yellow. Lane line and edge line markers shall be white. Spacing between markers used instead of center lines shall not exceed 10 lineal feet on straight alignments, and 5 lineal feet on curves. Lane lines shall be in groups of three markers, spaced 5 lineal feet apart, with 15 lineal feet space between groups on straight alignments and 10 lineal feet of space between groups on curves. ***Where reflective markers are used to supplement edge lines, their spacing should be at least twice as frequent as the adjacent lane lines to eliminate driver confusion.*** (without close spacing, some drivers may be led to believe that another lane exists beyond the markers). Spacing between markers used to supplement center lines, lane lines, and edge lines shall not exceed 40 lineal feet on straight alignments and 20 lineal feet on curves.

E. POLICE OFFICERS AND FLAGGERS

Police Officers (See Definition) and Flaggers (See Definition) perform a very important function as the human element in temporary traffic control situations. Other devices alert, advise and guide motorists and pedestrians, but cannot respond to the diverse traffic conditions that may occur during major restrictions. Police Officers and Flaggers can visually assess traffic conditions and respond accordingly. While Flaggers are limited by the *MUTCD* to flagging operations that can be accomplished from the edge of the traveled way, Police Officers are authorized by City Code to direct traffic as required. They can operate traffic signals, control multiple lanes of traffic, and permit specialized lane movements. They can also assist pedestrians and enforce traffic restrictions. In addition, Police Officers and Flaggers that are alert, visible and accommodating, can be valuable public relations assets.

The use of Police Officers or Flaggers is required at locations where equipment is intermittently blocking or crossing a traffic lane or where ***only one traffic lane*** is available for two directions of travel. Police Officers are required when traffic control equipment is within 300 lineal feet of a signalized multiple lane intersection where traffic is restricted to ***one through traffic lane*** in any one direction. Additionally, Police Officers and/or Flaggers may be required at signalized intersections when restricted to less than the normal number of lanes, or where a large volume of trucks enter and leave construction sites. Use of Police Officers is mandatory whenever manual control of traffic is necessary and such control cannot be done by Flaggers from the edge of the roadway. Police Officers or Flaggers shall

be provided for manual traffic control as required by the Transportation Services Division of the Public Works Department, as specified in this *TBM*, and as required by the Special Traffic Regulations.

1. Police Officers (See Definition)

The use of on-duty Police Officers is limited to assistance during emergency conditions and for traffic control during restrictions by City Departments when traffic conditions warrant.

The Permittee shall employ off-duty Police Officers for traffic control when required.

Off-duty Police Officers can be arranged for contractually by calling (928) 778-1444. Only uniformed City of Prescott, City of Prescott Valley, Yavapai County Sheriffs Department, or Department of Public Safety law enforcement officers within the City are allowed to control traffic in Prescott in order to expedite enforcement (citation writing), ready communication, enable performance feedback, and insure reliability. Police officers are to be paid at the current rate of off-duty compensation established by their employing agency.

2. Flaggers (See Definition)

Flaggers shall be alert, courteous, neat, and display a sense of responsibility for the safety of the public and work crews.

Flaggers shall wear an orange or fluorescent red-orange vest and hard hat and use a STOP/SLOW sign to control traffic. The STOP/SLOW sign shall be 18 inches wide and octagonal shape with 6 inch Series C letters. The STOP face shall have a red background with white letters and border. The SLOW face shall have an orange background with black letters and border. The sign shall be mounted on a suitable staff to support the sign a minimum of 5 feet from the ground when in use.

The use of flags for controlling traffic is limited to short duration or emergency use only. Flagging procedures are illustrated in ***Figure 7, Page 38.***

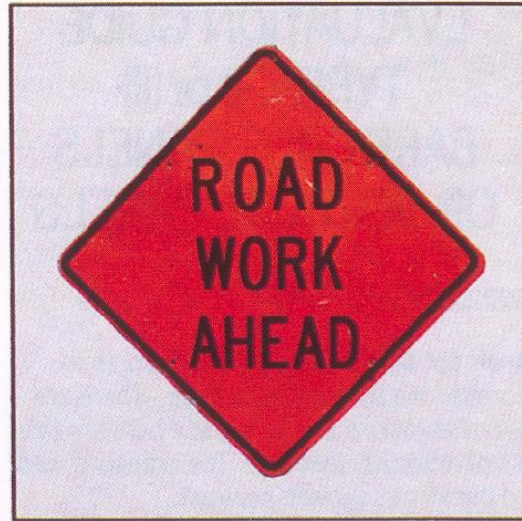
Flaggers shall be stationed at a readily visible location on the shoulder, or behind channelization, in advance of the restriction. Flagger stations shall be marked with a high level warning device. "FLAGGER AHEAD" and "BE PREPARED TO STOP" signs shall be used in advance of each station. At no time should a Flagger be allowed to stand in the traveled portion of the roadway or cross a traffic lane to stop more than one lane of traffic.

Each flagger station shall be illuminated during the hours of darkness. All traffic control devices, including the STOP/SLOW sign and the Flagger's vest, shall be reflectorized. Signs, barricades and channelization in advance of each Flagger station shall have barricade warning lights attached and in operation.

EVALUATION GUIDE WORK ZONE SIGNS

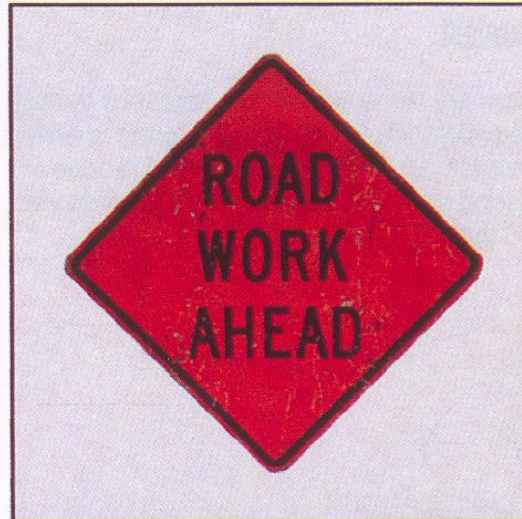
Acceptable

There are several abrasions on the surface but very little loss of lettering. There has been no touch-up of the lettering. This message is legible per the design criteria of the MUTCD.



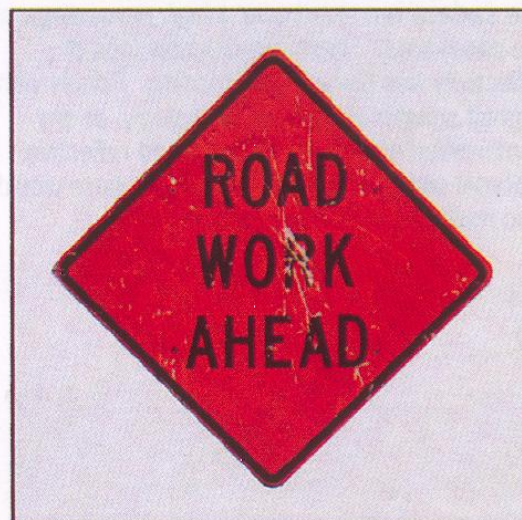
Marginal

Of the many surface abrasions throughout the sign face, many are within the individual letters of the message. The sign surface is free of any residue. Although some color fading is evident, the background color and reflectivity are still apparent at night. This message is legible per the design criteria of the MUTCD.



Unacceptable

Signs with asphalt splatter or cement slurry of an amount similar to the abrasions that are evident throughout the face of this sign are unacceptable. Some letters have a loss of more than 50 percent. There is a noticeable color fading. The message is illegible per the design criteria of the MUTCD.



EVALUATION GUIDE TYPE I, II or III BARRICADE PANELS OR VERTICAL PANELS

Acceptable

Panels not deformed to an extent so as to decrease the panels target value. There are several abrasions on the surface but very little loss of reflective sheeting. The orange is vivid and the stripes provide contrast.



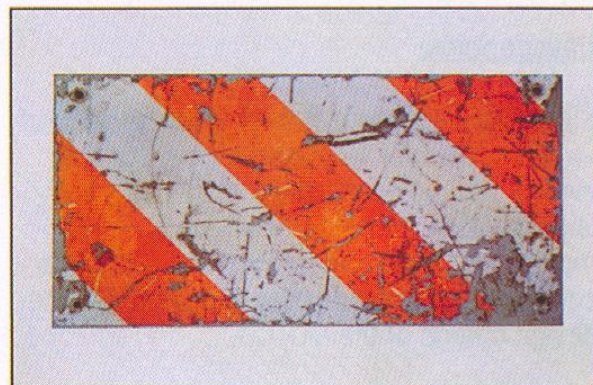
Marginal

There are numerous surface abrasions through the panel surface. Some color fading is evident; however, it is free of large areas of residue or missing reflective material. The orange is vivid and the stripes provide contrast.



Unacceptable

The surface is marred over a high percentage of the panel area. There is noticeable loss of reflectivity and obvious color fading. Panels with asphalt splatter and/or cement slurry, or any combination of missing and covered reflective material similar in area to that shown here would also make a panel unacceptable.

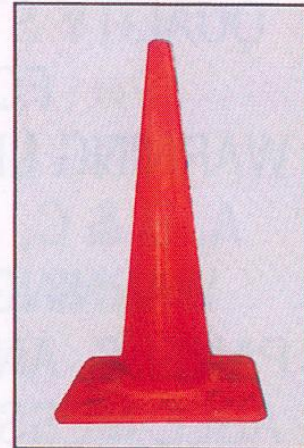


EVALUATION GUIDE

CONES

Acceptable

The conical shape should remain clearly identifiable with no significant distortion and must be free standing in its normal position. The surface is free of punctures and abrasions. The surface is free of asphalt splatter, cement slurry or other material and will readily respond to washing. The reflective bands, if required, have little or no loss of reflectivity, with only minor tears and scratches.



Marginal

The surface has some asphalt splatterings or cement slurry and may not be readily cleaned due to abrasion and discoloration. The reflective bands, if required, have numerous tears and scratches, but are free of large areas of residue or missing material.



Unacceptable

Punctures and large areas of staining asphalt splatter or cement slurry make these an unlikely candidate for improvement. Large areas of missing or stained reflective material make the cone unacceptable.



QUALITY STANDARDS FOR WARNING LIGHTS TYPE A, B & C, ADVANCE WARNING ARROW PANELS, AND CHANGE- ABLE MESSAGE SIGNS

This standard applies to all Type A, B & C warning lights, advance warning arrow panels, and changeable message signs that are furnished by the agency, supplier, subcontractor, or contractor and used for traffic control in work zones.

The use and placement of Type A, B & C warning lights, advance warning arrow panels, and changeable message signs are specified in the contract documents. All Type A, B & C warning lights, advance warning arrow panels, and changeable message signs shall be in accordance with the most current version of the Manual on Uniform Traffic Control Devices (MUTCD).

For Type A, B & C warning lights to be functioning properly, they must meet the MUTCD criteria which states: "Type A low intensity flashing warning lights and Type C steady burn warning lights shall be maintained so as to be capable of being visible on a clear night from a distance of 3,000 feet. Type B high intensity flashing warning lights shall be maintained so as to be capable of being visible on a sunny

day when viewed without the sun directly on or behind the device from a distance of 1,000 feet".

The evaluation guide that follows is to be used to evaluate the appearance and function of Type A, B & C warning lights, advance warning arrow panels, and changeable message signs. Because of the different types of advance warning arrow panels approved for use, the evaluation guide will address each type (mode) of panel separately.

Any warning light, arrow panel, or changeable message sign which is out of alignment from the intended driver's line of vision, shall be considered to be "unacceptable".

F. Traffic Control Signals

A temporary traffic signal system may be used to control vehicular traffic movements at construction or maintenance work areas, when a traffic engineering study indicates it is necessary. Each use must be specifically approved by the Transportation Services Division.

All traffic signal control equipment shall meet the applicable standards and specifications prescribed in Parts IV and VI of the *MUTCD*. “TRAFFIC SIGNAL AHEAD” (W3-3) signs shall be placed in advance of all approaches to temporary traffic control signals.

The Permittee shall prepare a detailed traffic control plan showing the location, use, timing, and hours of operation at each location for approval prior to implementation. Signal controller phasing and timing must be pre-approved by the Transportation Services Division. Only Police Officers or properly trained Police Assistants under the direct on-site supervision of a Police Officer may manually control permanent or temporary traffic signals, unless otherwise approved by the Transportation Services Division.

G. Portable Barriers

Portable barriers are usually precast reinforced concrete units, commonly referred to as “Jersey Barriers” approximately 36 inches high and tapering from a wide base to a narrow top. They are designed to be physical barriers placed parallel to traffic lanes to prevent vehicles from leaving the traveled way and to protect workers. They are generally used to guide traffic on curved detour alignments, replace bridge rails during reconstruction, and separate traffic from construction areas on long term, fixed location projects. They may also be used to separate opposing traffic lanes.

Portable barriers shall only be used in combination with required signs, barricades, and channelizing devices. Barriers may serve the additional function of channelizing traffic. When serving this function, barriers shall be light in color and equipped with vertical panel markings and barricade warning lights. The first two warning lights at the start of a continuous barrier shall be Type B flashing warning lights. All other warning lights shall be Type C steady burn warning lights. Spacing for barricade warning lights and vertical panel markings shall be as required for vertical panel channelizing devices in this Manual. The traffic approach ends of all portable barriers shall be protected from vehicle impact by the use of impact attenuators or flaring the ends away from the traveled way. When space permits, approach ends shall be flared at a 45-degree angle to a minimum of 10 feet from the traveled way. When space does not permit, barrier ends shall be protected with impact attenuators, as required in the *MUTCD*.

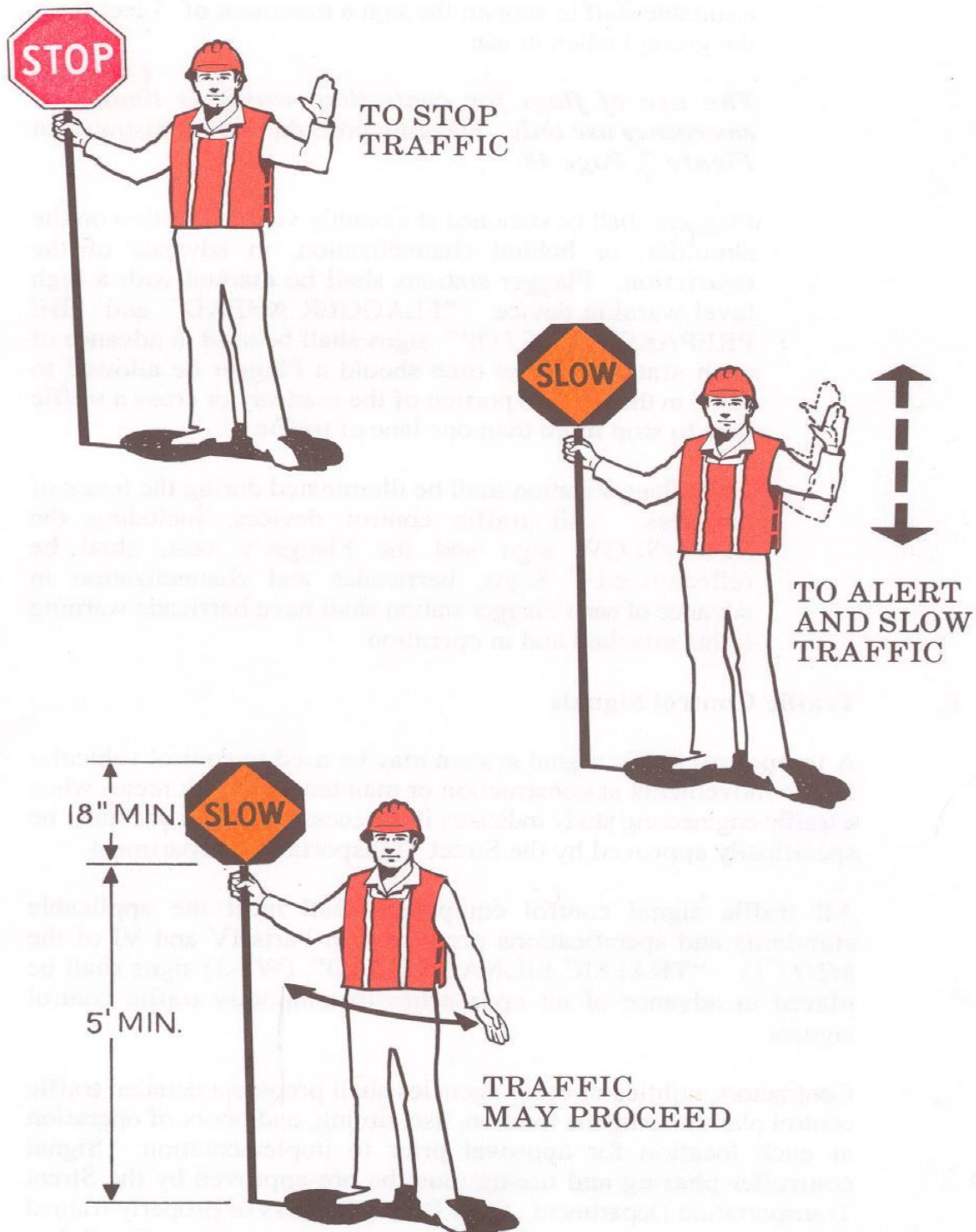


FIGURE 7

FLAGGING PROCEDURES

CHAPTER 7

PEDESTRIAN ACCOMMODATION

The City of Prescott requires *strict compliance* with the **Americans with Disabilities Act of 1990 (ADA)**, especially those relating to temporary traffic control. Using proper barricading devices to make walkways accessible or affording accessibility by the proper placement of devices is necessary.

A. IMPORTANCE OF GIVING SPECIAL CONSIDERATION TO PEDESTRIANS

Proper planning for pedestrian movement through and around construction areas, especially for those with disabilities or vision impairments is as important as planning for vehicular traffic. Maintaining access to bus stops, local merchants, facilities and crosswalks, must be an integral part of each project. The provisions for public protection in this manual are applicable to all persons, contractors, utilities and other agencies, including City forces, doing the work within the City.

Each and every crosswalk and pedestrian walking area, whether paved or unpaved, shall be maintained by the Permittee at all times, unless otherwise provided for in this *TBM* in City plans or specifications, or by prior approval of the Transportation Services Division (except in emergency conditions). Pedestrians need protection from potential injury by providing a smooth, clearly delineated, travel path.

A minimum, accessible walkway width of 36 inches is required by ADA. The only exception to this is on the rare occasion when a walkway has to be *totally* closed for safety reasons.

When construction requires the closing of crosswalks and walkways, provisions shall be made by the Permittee to provide temporary walkways that direct pedestrians through a safe and convenient route. An applicant requesting a complete or partial walkway closure on one side of the street must first diligently try to accommodate pedestrians on accessible alternative paths on the same side of the street. Temporary walkways will avoid:

- pedestrians having to cross streets twice
- disruption of transit service
- interference with business access

Walkway closures should only occur after it is determined that, because of the work being done, the walkway physically cannot be maintained, or the work procedures require the pedestrians to be rerouted for their own protection.

Temporary walkways may be designated using portions of the existing sidewalk, either side of the existing sidewalk, or on rare occasions in the adjacent parking lane if conditions and capacity permit. If a moving traffic lane is authorized, extraordinary care must be taken to shield and protect the walkway.

Walkways shall be clearly identified wheelchair usable, protected from motor vehicle traffic, and free of pedestrian hazards such as holes, debris, dust and mud. Unless a covered walkway or construction fence is required, barricades, cones and signs may be used, where appropriate. (See *Figures 8(a) and 8(b), Page 41 and 42*.

When pedestrian paths are re-directed on the same side of the street, the “PEDESTRIAN” sign, with an appropriate direction arrow, shall be used to direct pedestrians to the alternate walkway.

When a segment of a pedestrian path remains open in advance of a closure, the SIDEWALK CLOSED AHEAD” sign should be placed at the appropriate end(s) of the block where pedestrians have the last opportunity to use a crosswalk to cross the street. Sign placement is required to make it prominently visible to the pedestrians, yet not in conflict with the 36 inch minimum, accessible walkway past the sign. Additionally, care needs to be taken to assure that adequate maneuvering room exists adjacent to the sign so that disabled users can make an informed decision of whether it is best to cross to the other side of the street or continue on the accessible path to their destination. *(See Figures 8 (a), 8 (b) and 10 on Pages 41, 42 and 46)*

For complete sidewalk closures, “SIDEWALK CLOSED CROSS HERE” signs shall be provided at the crosswalk nearest each end of the closure. Where there is no pedestrian landing area on the far side of an intersection, “near-side” signs with the same message, should be placed so as to clarify that the sidewalk on the far side is inaccessible. “SIDEWALK CLOSED” signs shall also be placed adjacent to the actual sidewalk closure.

During construction or demolition of buildings adjacent to sidewalks or other pedestrian areas, a covered walkway shall be provided for pedestrian protection when the building wall is within six feet of the walkway, when the distance of the walkway from the building is less than one-half the height of the exterior wall, or pedestrians would otherwise be hazarded by falling objects. When the walkway is a greater distance than one-half of the height of the exterior wall from the building, a construction fence shall be provided. Before any work commences, a fence is always required at construction and demolition sites.

The Permittee shall submit a professionally prepared traffic control and walkway plan to the Transportation Services Division for approval, prior to commencing any building construction or demolition that may affect streets or sidewalks.

Except where hazard striping is required, all covered pedestrian walkways and construction fences shall be painted white, or another approved light color. They shall be maintained in good condition and be clean and fresh appearing at all times. Damaged walkways and fences shall be repaired by the Permittee immediately.

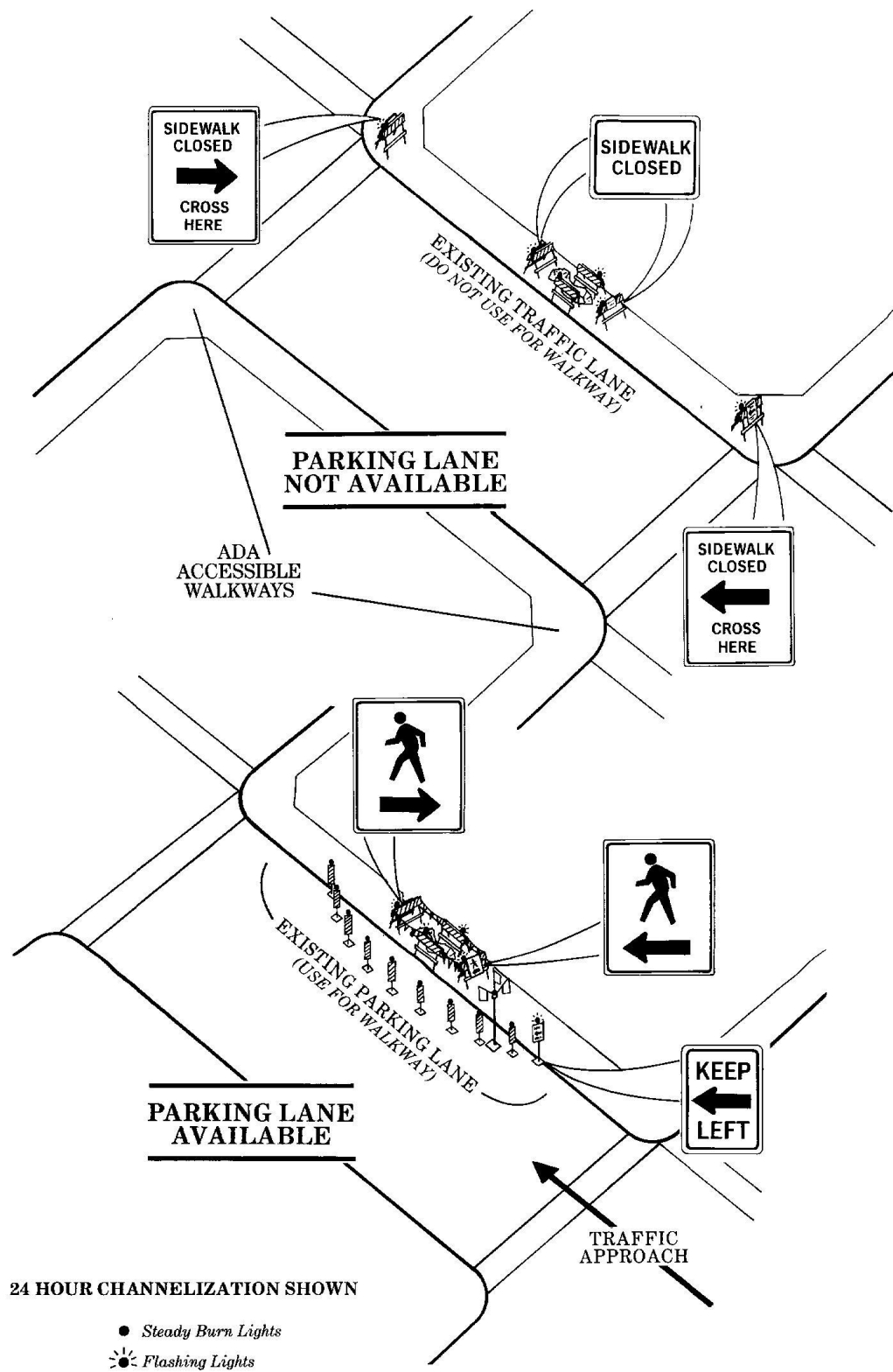
No loading or unloading of materials, staging or stopping of vehicles, will be allowed on the street side of walkways and fences without a street closure permit.

Gates for access to a construction site shall not open out into the street or pedestrian walkways. Access to fire hydrants, traffic signal control boxes, manholes, and other utilities shall be maintained at all times.

B. COVERED PEDESTRIAN WALKWAYS

A permit is required from the One-Stop Permit Center in City Hall to construct a covered pedestrian walkway in City street right-of-way. Covered walkways shall be constructed of suitable material to support the loads to be imposed upon the structure. Minimum design requirements for the structure shall be determined in consultation with said permit center.

The walking area shall be at least 5 feet wide and 8 feet high. The walking surface shall be paved or covered with plywood or wood planking. Ramps shall be provided for wheelchair access, per ADA requirements. The building side of the walkway shall consist of tight boards or plywood, except where chain link sight distance panels are required. The roof shall be tightly boarded.



SIDEWALK CLOSURES

FIGURE 8a

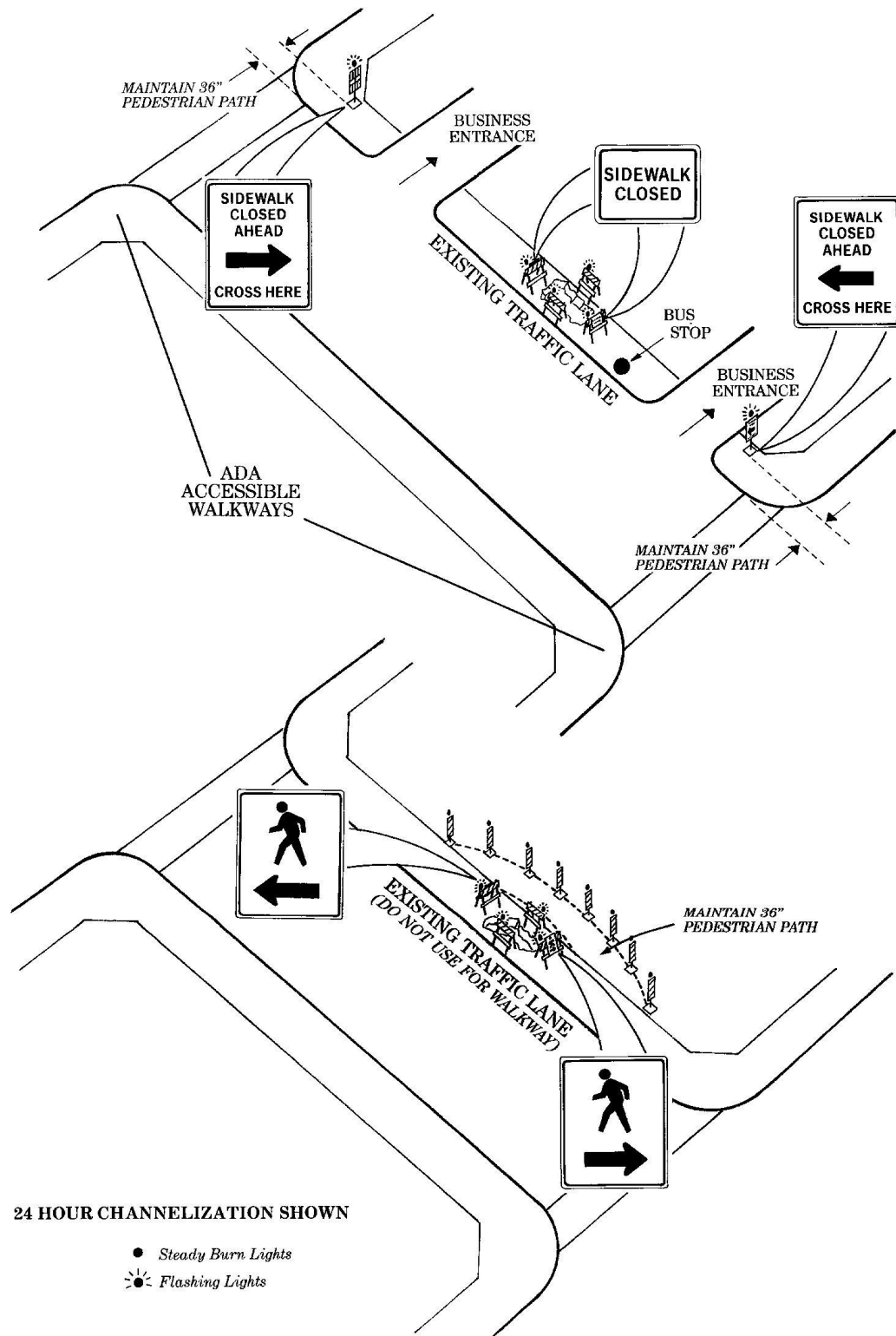


FIGURE 8b

SIDEWALK CLOSURES

A 3 foot high enclosure and a 4 foot high railing shall be attached on the street side of the covered walkway. (*See Figure 9, Page 45*). All interior surfaces of the walkway shall be smooth and free of protruding nails and splinters. The covered area of the walkway, including entrance, shall be brightly illuminated during hours of darkness with 110-volt, 100-watt electric lamps in vandal resistant fixtures, mounted on 30 foot centers, along the inside of the back wall, near the roof line.

Each walkway shall be inspected daily and maintained clean and free of dirt, debris and hazards at all times.

Covered walkways located in the street shall include the following devices. (*See Figure 9, Page 45*)

1. A high level warning board, 2 feet high with a width equal to that of the walkway, shall be mounted above the walkway on all traffic approaches. The warning board shall be striped with 12 inch orange and white hazard markings, sloping downward at **45** degrees toward the side on which traffic must pass. Two 110-volt, 75-watt flashing yellow lights in vandal resistant fixtures shall be mounted on the warning board, one on the lower right, and one on the lower left corner.
2. The traffic approach end of the walkway at mid-block locations shall have a fixed handrail, extending from the curb to the traffic side of the walkway. The area from rail to pavement shall be covered and striped with 12 inch orange and white hazard markings, sloping downward at 45 degrees toward the side on which traffic must pass. A minimum of three 110-volt, 75-watt steady burning yellow lights in vandal resistant fixtures shall be equally spaced at railing height.
3. Steady burning 110-volt, 75-watt yellow clearance lights in vandal resistant fixtures shall be mounted on 30 foot centers along the traffic side of the walkway, when the walkway is either in the street, or within 18 inches back of the curb. They shall be installed at railing height.
4. A continuous bumper rail, consisting of one 2 inch x 16 inch board, shall be mounted on the street side of the structure, at a height of 10 inches from the pavement to the bottom of the rail.

C. CONSTRUCTION FENCES

A permit is required from the One-Stop Permit Center in City Hall for construction of fences in the street right-of-way. Construction fences located adjacent to a pedestrian walkway, separating pedestrians from construction or demolition work, shall be 8 feet high, and substantially constructed of tight boards or plywood, *except where chain link sight distance panels are required*.

Construction fences at locations where the walkway is a distance greater than the height of the exterior wall from the building, or where the adjacent walkway has been closed to pedestrians, may be constructed entirely of chain link fencing 8 feet high.

Construction fences located in the street shall include the following traffic warning devices. (*See Figure 10, Page 46*).

1. At all approaches, install 12 inch orange and white hazard markings sloping downward at 45 degrees toward the side on which traffic must pass. The marked area shall extend from the pavement to a minimum of 8 feet above the pavement, except as required for sight distance panels.
2. On all traffic approaches, include hazard markings of two rows of 110-volt, 75-watt flashing

yellow lights in vandal resistant fixtures (one row 3 feet 6 inches above pavement level, and one row 8 feet minimum above pavement), with not less than 2 flashers per row, mounted on 8 foot centers.

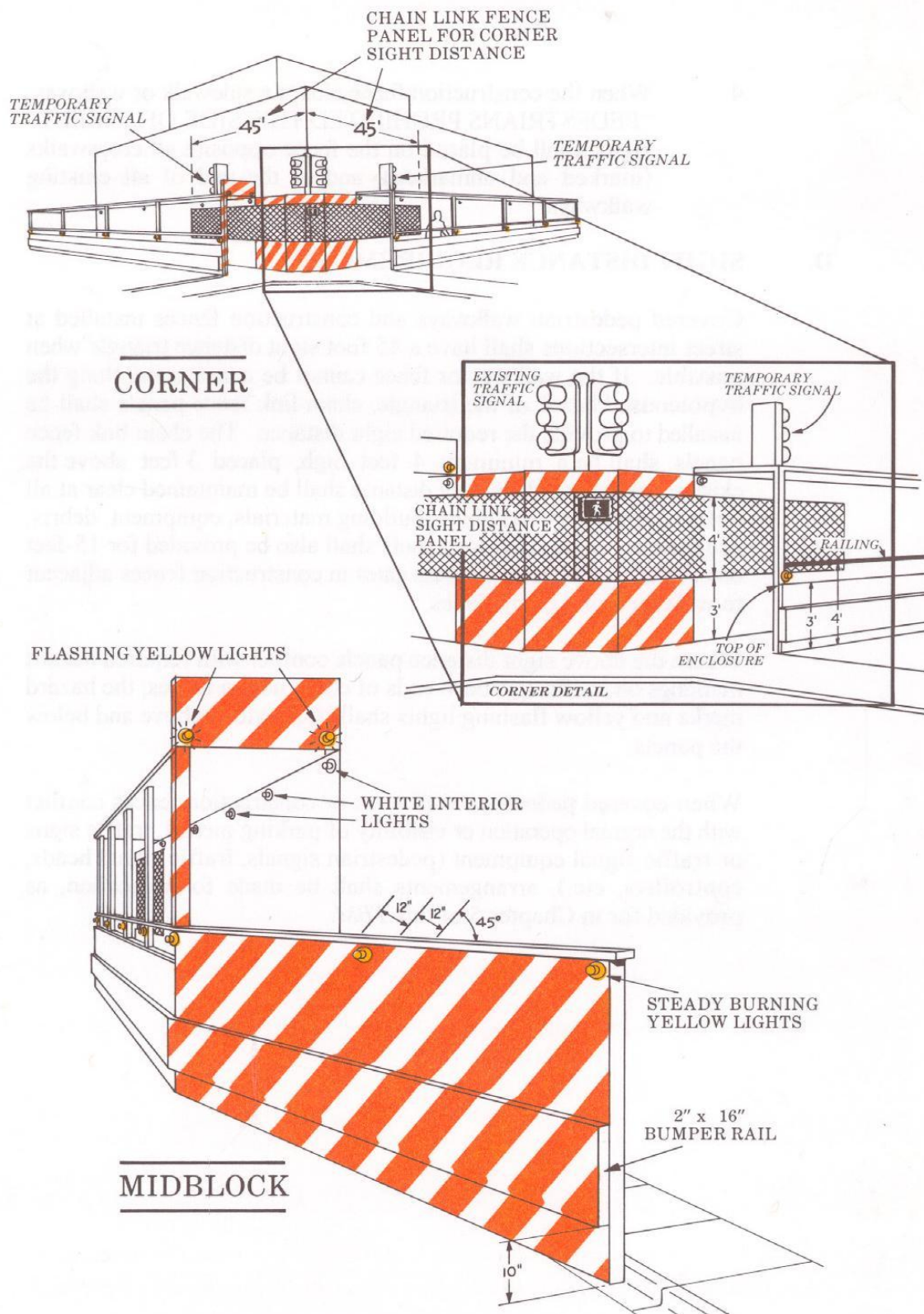
3. Steady burning 110-volt, 75 watt yellow clearance lights in vandal resistant fixtures shall be mounted on 30 foot centers along the traffic side of all fences that are in the street, or within 18 inches back of the curb. They shall be mounted 3 feet 6 inches above the pavement.
4. When the construction fence closes a sidewalk or walkway, "PEDESTRIANS PROHIBITED THIS SIDE OF STREET" signs shall be placed on the fence opposite all crosswalks (marked and unmarked), and at the end of all existing walkways.

D. SIGHT DISTANCE REQUIREMENTS

Covered pedestrian walkways and construction fences installed at street intersections shall have a 45 foot sight distance triangle when possible. If the walkway or fence cannot be constructed along the hypotenuse "base" of the triangle, chain link fence panels shall be installed to provide the required sight distance. The chain link fence panels shall be a minimum 4 feet high, placed 3 feet above the existing pavement. This sight distance shall be maintained clear at all times of temporary buildings, building materials, equipment, debris, and the like. Sight distance panels shall also be provided for 15-feet on each side of all vehicle access gates in construction fences adjacent to walkways and traffic lanes.

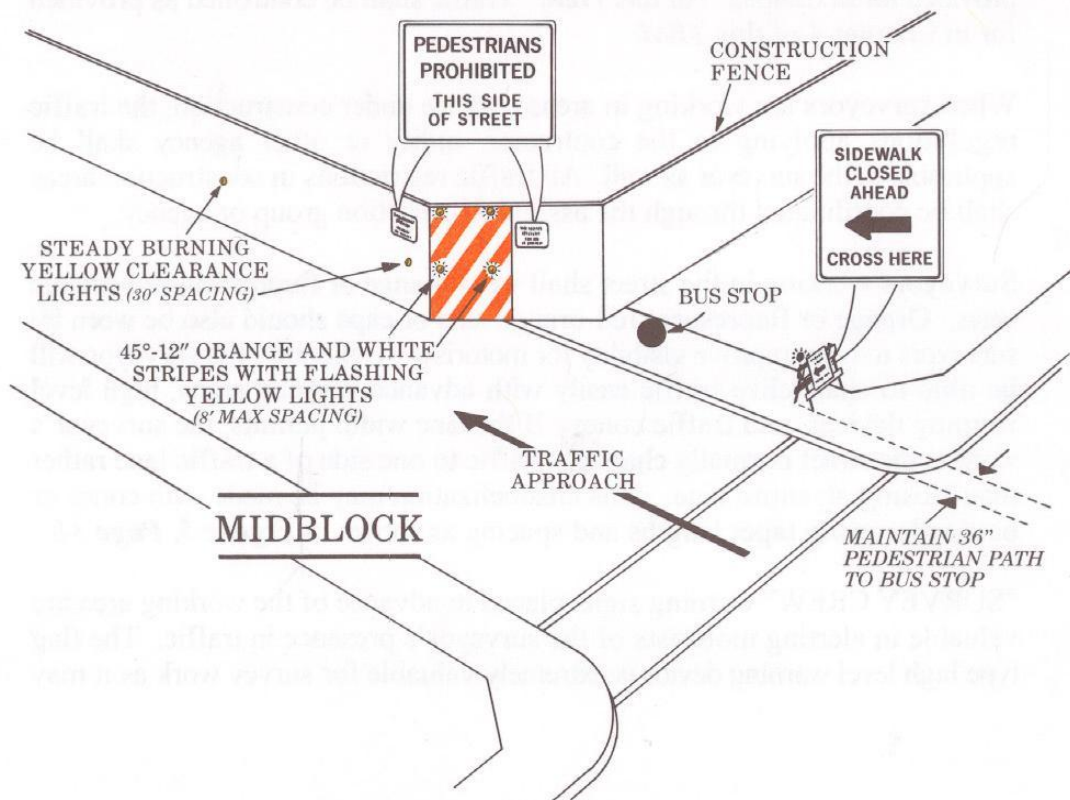
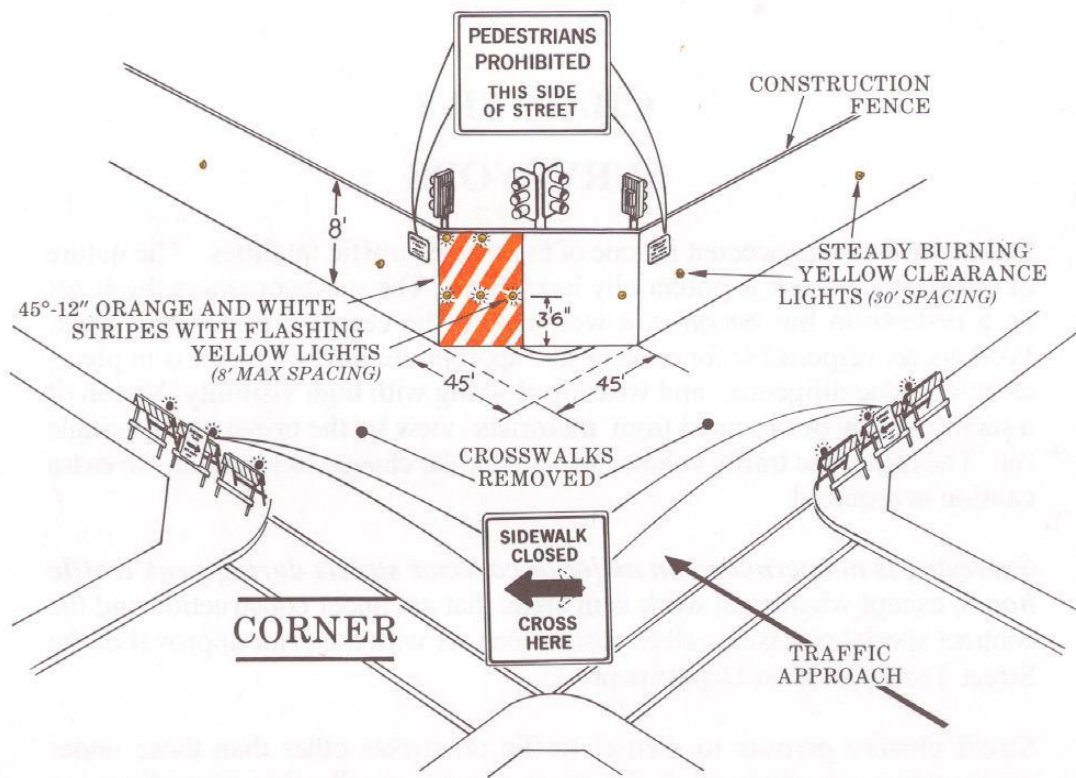
The hazard marks and yellow flashing lights shall be provided above and below the panels where the above sight distance panels conflict with required hazard markings on traffic approach ends of construction fences.

When covered pedestrian walkways or construction fences conflict with the normal operation or visibility of parking meters, traffic signs or traffic signal equipment (pedestrian signals, traffic signal heads, controllers, etc.), arrangements shall be made for relocation, as provided for in Chapter 5 of this *TBM*.



COVERED PEDESTRIAN WALKWAY

FIGURE 9



CONSTRUCTION FENCES

FIGURE 10

CHAPTER 8

SURVEYORS

Urban land surveying is potentially hazardous. The surveyor enters the street as a pedestrian but becomes a worker. Workers are responsible for deploying adequate traffic control measures, exercising due diligence, and wearing clothing with high visibility. Viewing a working Surveyor may be obscured from motorists by the presence of a single car. The higher the traffic volume, the greater the chance of a mishap, requiring caution.

Surveying is not permitted on arterial or major collector streets during peak traffic hours, except when such work is in areas that are under construction and the contract special provisions allow restrictions, or with the prior approval of the Transportation Services Division.

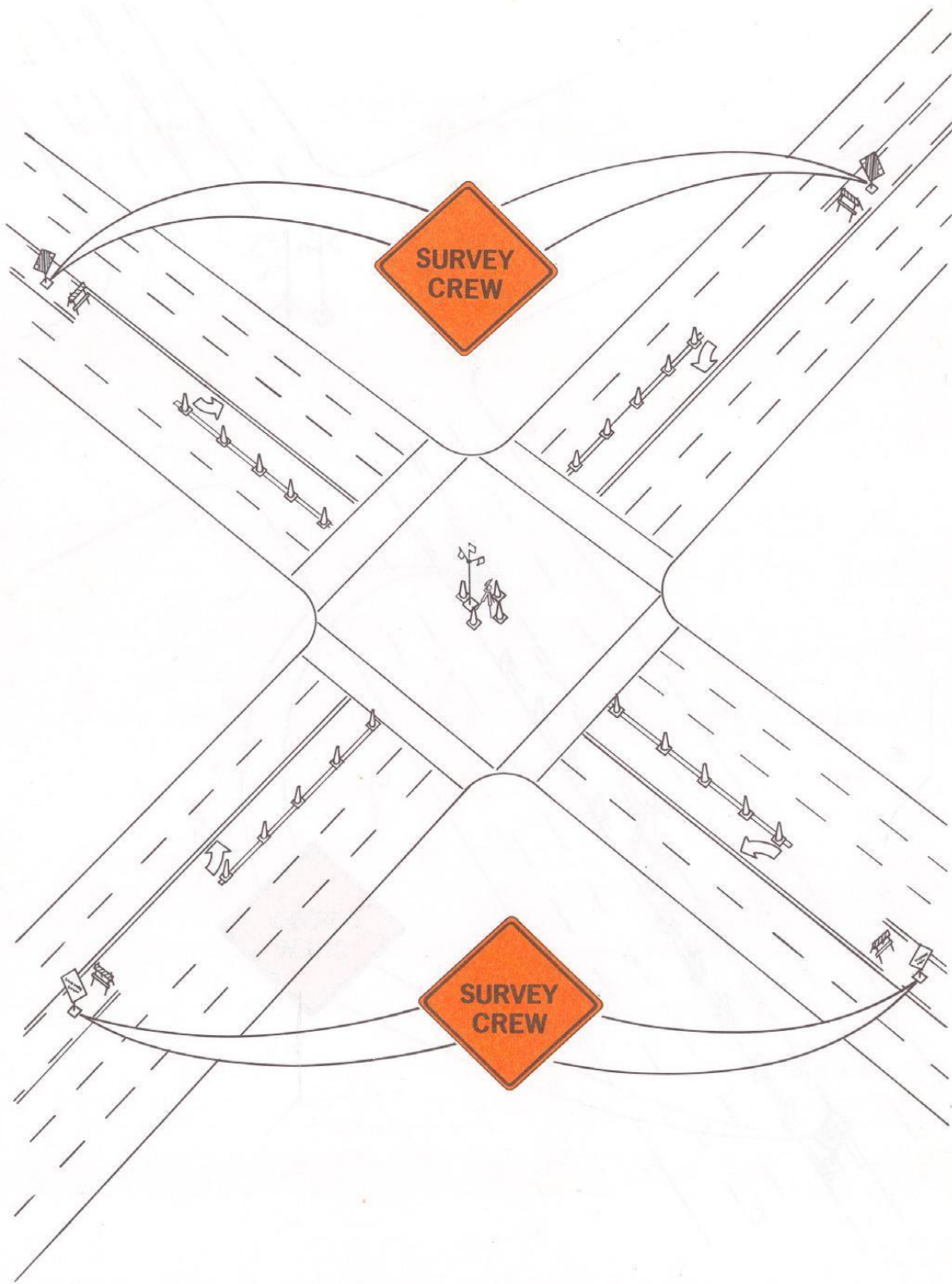
Street closure permits to restrict traffic on streets other than those under construction are obtained in the same manner as all other restrictions, as provided for in Chapter 3 of this *TBM*. Traffic shall be controlled as provided for in Chapter 4 of this *TBM*.

When surveyors are working in areas that are under construction, the traffic regulations applying to the contractor, utility or other agency shall be applicable to the surveyor as well. All traffic restrictions in construction areas shall be coordinated through the assigned inspection group or agency.

Surveyors working in the street shall wear orange or fluorescent red-orange vests. Orange or fluorescent red-orange hats or caps should also be worn by surveyors to help improve visibility for motorists. Generally, the surveyor will be able to channelize traffic easily with advance warning signs, high level warning devices, and traffic cones. If the lane width permits, the surveyor's work in the street normally channels traffic to one side of a traffic lane rather than closing an entire lane. This channelization may be made with cones or barricades using taper lengths and spacing as shown in ***Figure 5, Page 22***.

"SURVEY CREW" warning signs placed in advance of the working area alert motorists of the surveyor's presence in traffic. The flag type high level warning device is beneficial for survey work as it may be seen over the top of preceding vehicles. ***Use of high level warning devices is mandatory.*** A high level warning device must be used any time an instrument is set up in the street and used when a range pole is placed in a signalized intersection. Typical daytime traffic control illustrations are shown in ***Figures 11 and 12, Pages 48 and 49***.

When survey work requires restricting a full traffic lane, or when restricting traffic during hours of darkness, traffic control devices (signs, barricades, and channelization) shall be provided as required elsewhere in this *TBM* for those conditions.



SURVEYING-INTERSECTION

FIGURE 11



FIGURE 12

SURVEYING-MIDBLOCK

CHAPTER 9

SERVICE VEHICLES

Vehicles covered in this section are those required by the nature of their work to travel slowly or stop for brief periods in City streets. These may include, but are not limited to, minor pavement patching, sanitation pickup, sweeping, street painting, or traffic sign or signal maintenance.

Service vehicle operations are prohibited on arterial and major collector streets during peak traffic hour, except when authorized by the Transportation Services Division or under emergency conditions. During other times, to optimize safety operators need to plan their work to avoid stopping in the traveled portion of the street whenever possible and, when stopped, minimize the time required.

When service vehicles must travel slowly or stop for brief periods, they shall display one of the following operating high level warning light systems. (*See Figure 13, Page 52*).

➤ ***Two Rotating Flasher or Strobe Light High Level Warning Light Devices***

These devices are to provide additional service vehicle conspicuity and warn motorists of necessary lane shifts, due to hazards related to workers and/or equipment on or near the roadway. They may be used in combination and incorporated into a “light bar” for added visibility.

➤ ***One Advance Warning Arrow Panel***

Arrow panels shall be used in combination with rotating flashers or strobe lights to provide 360 degree visibility.

Flashing lights shall be located on service vehicles so that they remain in full view, front and rear, at all times and are not obscured by dump beds, mounted equipment, or work activities. Minimum mounting height is 8 feet. The arrow panel shall be mounted on a vehicle, a trailer, or other suitable support. A vehicle-mounted panel should be provided with remote controls. Minimum-mounting height is 8 feet from the roadway to the bottom of the panel, except on vehicle-mounted panels, which should be as high as practicable.

The State licensing process requires service vehicles to be equipped with and operate certain warning devices while conducting required work in the street. For service vehicles that stop frequently in traffic, or may need to be unusually positioned, within portions of the traveled way, additional warning devices are essential.

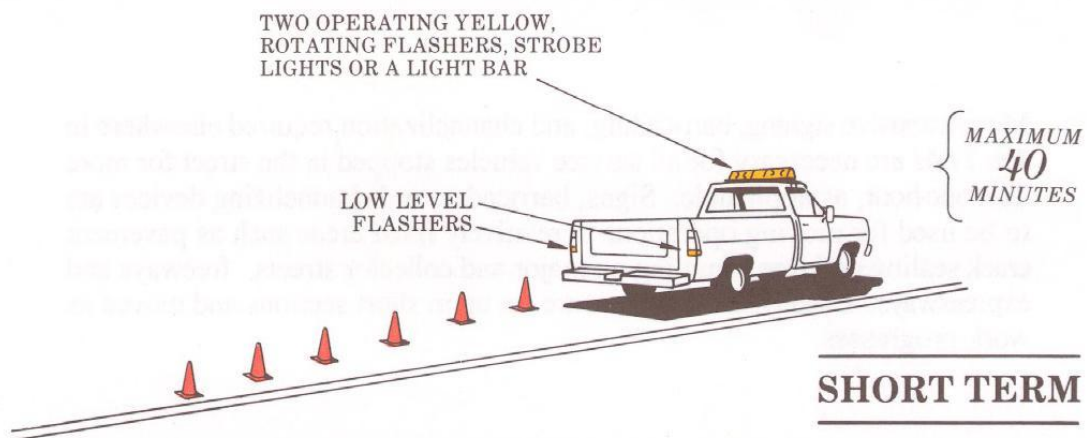
When it is necessary for service vehicles to park for brief periods, it shall be standard operating procedure to display the special warning devices, and the vehicle’s four-way hazard warning flashers. Additionally, at least two traffic cones shall be placed a minimum of 10 feet from each rear corner. A short taper of cones (minimum 50 feet with 6 cones) at the rear of the vehicle may be used in high volume traffic areas to improve visibility, and if geometric conditions allow for sufficient distance to do so. Placing flags on the upper rear corners of the vehicle is encouraged, as it is a relatively inexpensive way to enhance visibility.

Advance warning arrow panels provide additional warning and directional information to motorists when the restriction causes traffic to change lanes. Because they are more effective than flashing lights, vehicles equipped with an arrow panel are certainly preferable and in some cases mandatory to support construction activities.

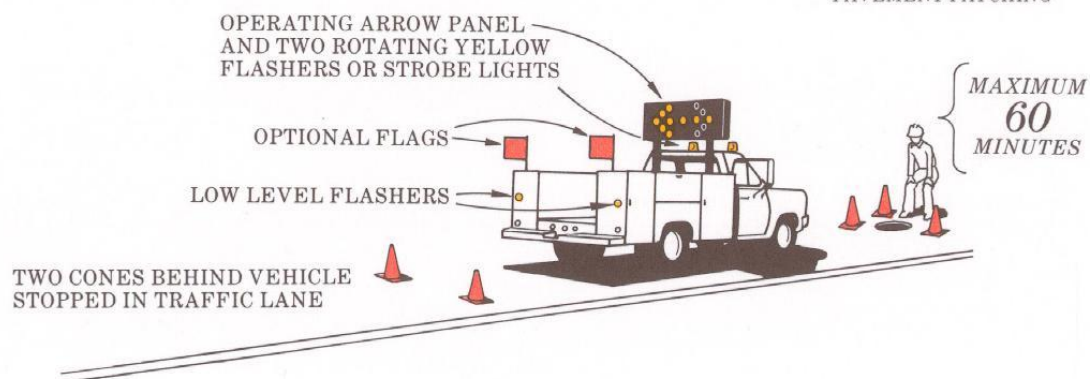
It is important that service vehicle operators, when required to slow or stop within streets, minimize the duration thereof. Setting up and taking down the full array of barricades and signs normally associated with longer term construction, often would require streets/lanes to be closed longer than to perform the actual work that needs to be done. It is for that reason service vehicles performing short-duration work may use abbreviated procedures. The equipment specified at the beginning of this Chapter is acceptable for service vehicles performing short duration work to stop in the street for:

- ***Up to 40 minutes*** for vehicles equipped with two rotating flashing or strobe light high level warning devices
- ***Up to 60 minutes*** for vehicles equipped with advance warning arrow panels.

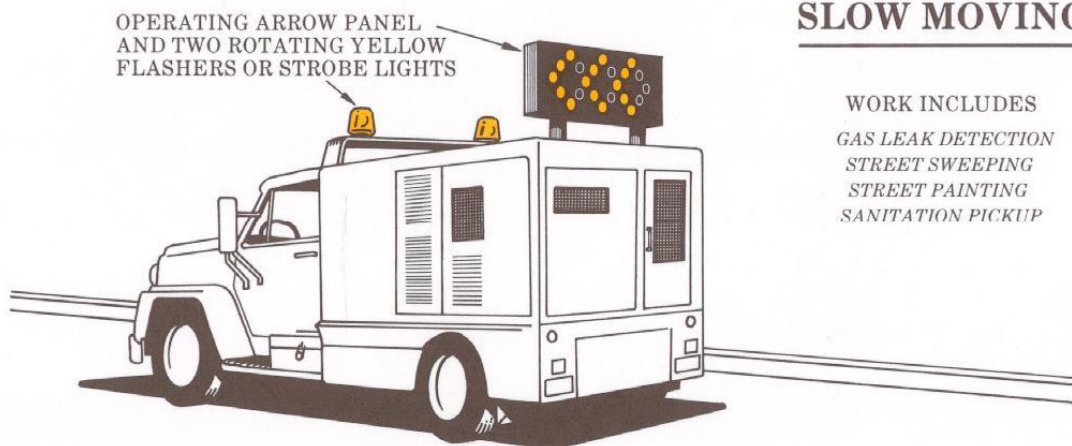
More extensive signing, barricading, and channelization required elsewhere in this *TBM* are necessary for all service vehicles stopped in the street for more than one hour, as applicable. Signs, barricades, and channelizing devices are to be used for moving operations in relatively fixed areas such as pavement crack sealing and tree trimming on major and collector streets. Usually, these devices are set up in short sections and moved as work progresses.



WORK INCLUDES
 MANHOLE INSPECTION
 CROSSWALK PAINTING
 STREET LIGHT REPAIR
 TRAFFIC SIGNAL REPAIR
 PAVEMENT PATCHING



SLOW MOVING



WORK INCLUDES
 GAS LEAK DETECTION
 STREET SWEEPING
 STREET PAINTING
 SANITATION PICKUP

SERVICE VEHICLE FLASHER REQUIREMENTS

FIGURE 13

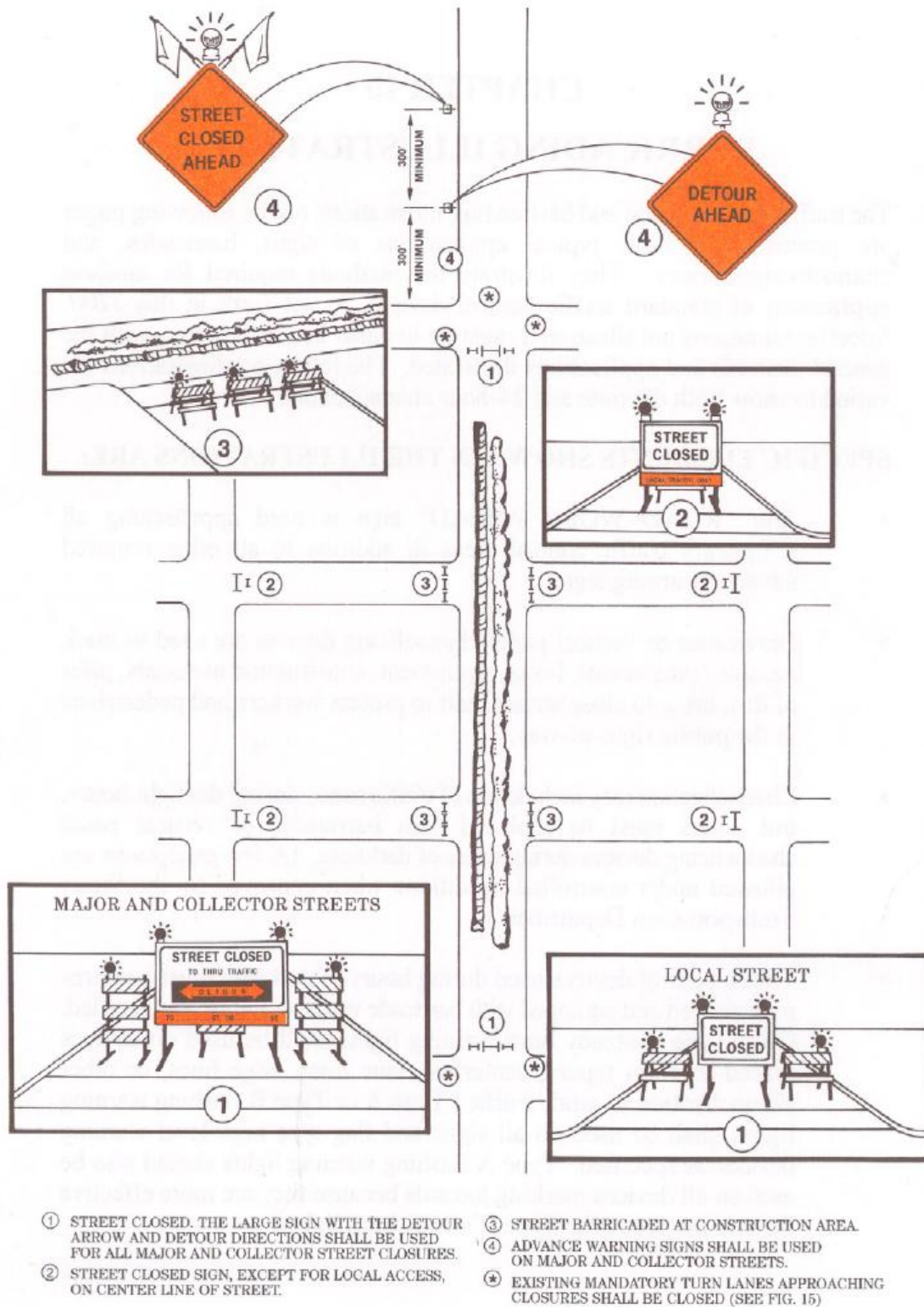
CHAPTER 10

BARRICADING ILLUSTRATIONS

The traffic channelization and barricading illustrations on the following pages are presented to show typical applications of signs, barricades, and channelizing devices. They illustrate the methods required for uniform application of standard traffic control devices, as set forth in this *TBM*. Other situations not specifically illustrated must be handled in conformance with the general methods and applications described and depicted. The following illustrations are varied to show both daytime and 24-hour channelization.

SPECIFIC ELEMENTS SHOWN IN THE ILLUSTRATIONS ARE:

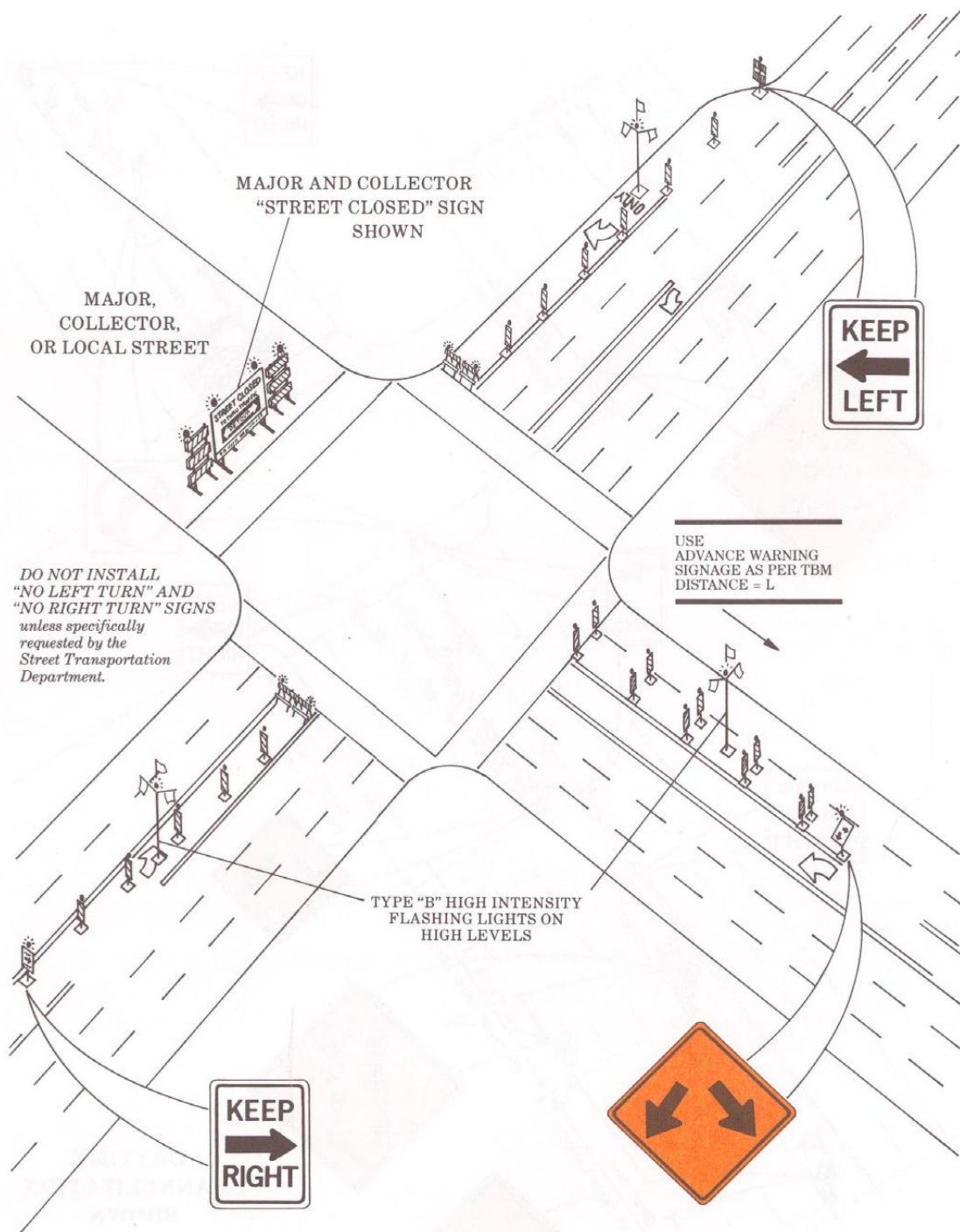
- The “ROAD WORK AHEAD” sign is used approaching all temporary traffic control areas in addition to all other required advance warning signs.
- Barricades or vertical panel channelizing devices are used to mark hazards (excavations, holes, equipment, construction materials, piles of dirt, etc.), to close streets, and to protect workers and pedestrians in the public right-of-way.
- Channelization may include use of traffic cones during daylight hours, but cones must be replaced with barricades or vertical panel channelizing devices during hours of darkness. (A few exceptions are allowed under controlled conditions when approved by the Transportation Services Division).
- Traffic control devices used during hours of darkness must be retroreflectorized and equipped with barricade warning lights, as specified. Only Type C steady burn warning lights shall be used on devices placed to form tapers, centerline, lane lines, edge lines, or other channelization to guide traffic. Type A or Type B flashing warning lights shall be used on all signs and flag type high level warning devices, as specified. Type A flashing warning lights should also be used on all devices marking hazards because they are more effective for this purpose than Type C steady burn lights.



⚡ Flashing Lights

FIGURE 14

COMPLETE STREET CLOSURES



MANDATORY TURN LANE CLOSURES

FIGURE 15

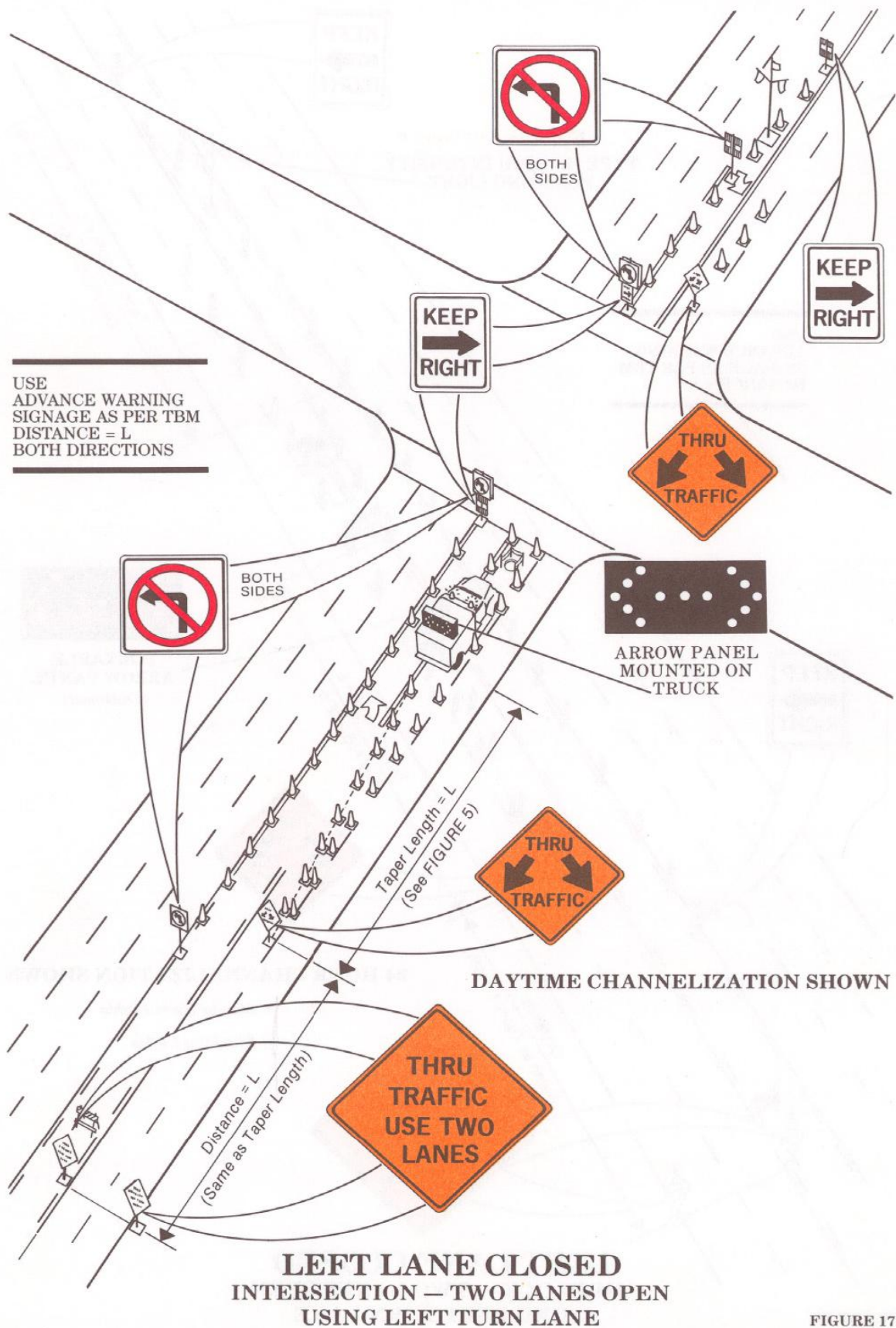


FIGURE 17

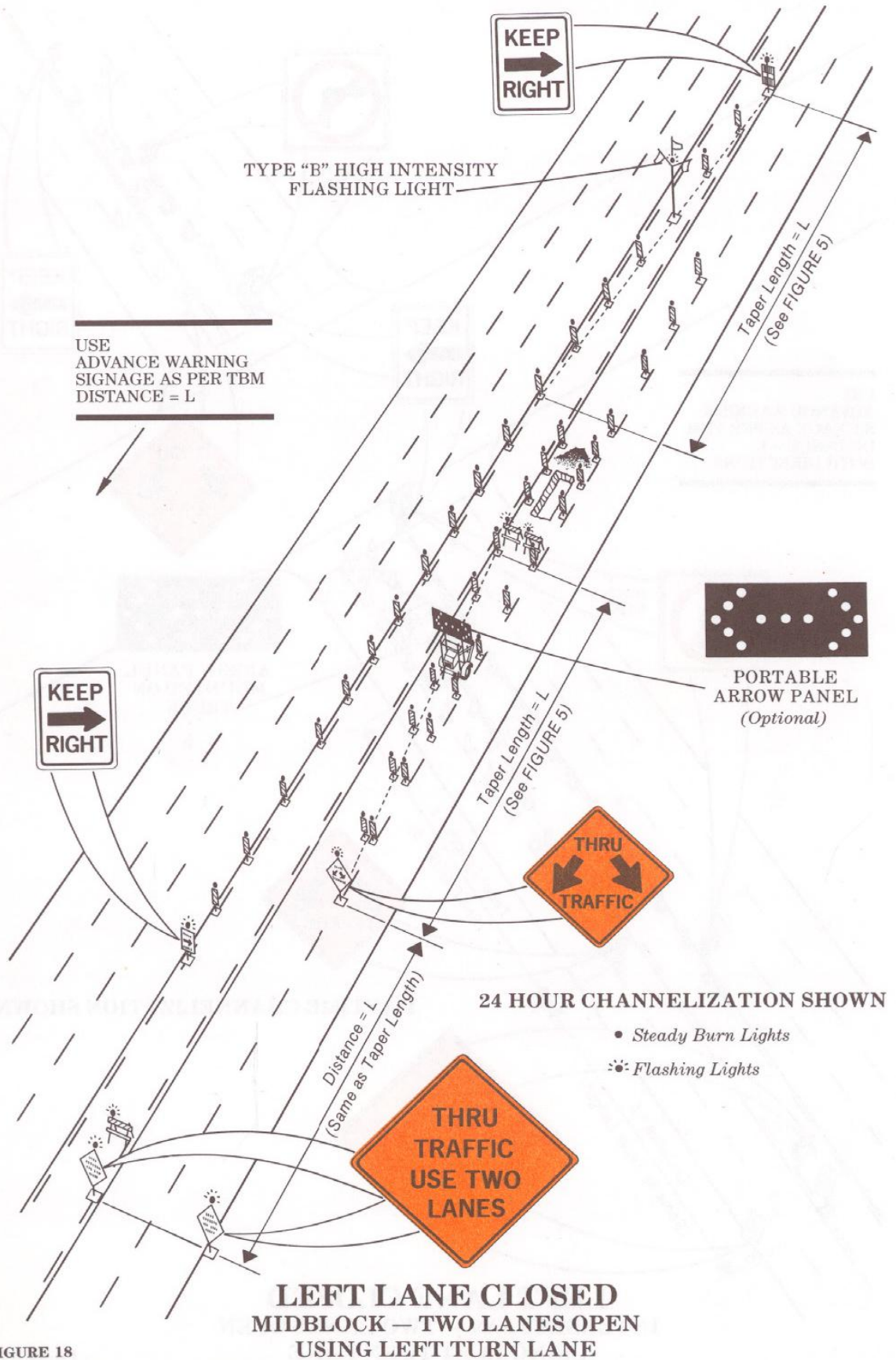
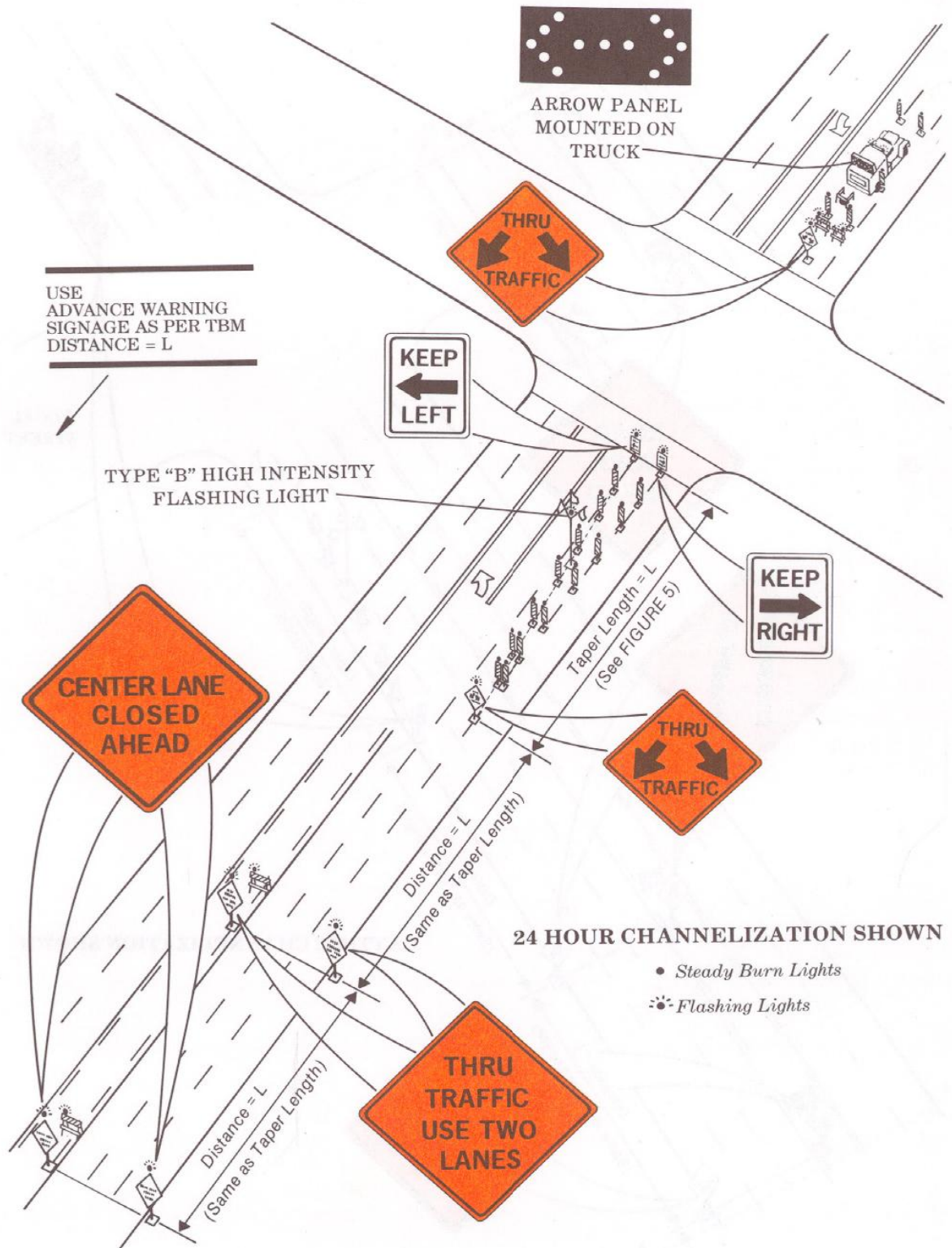
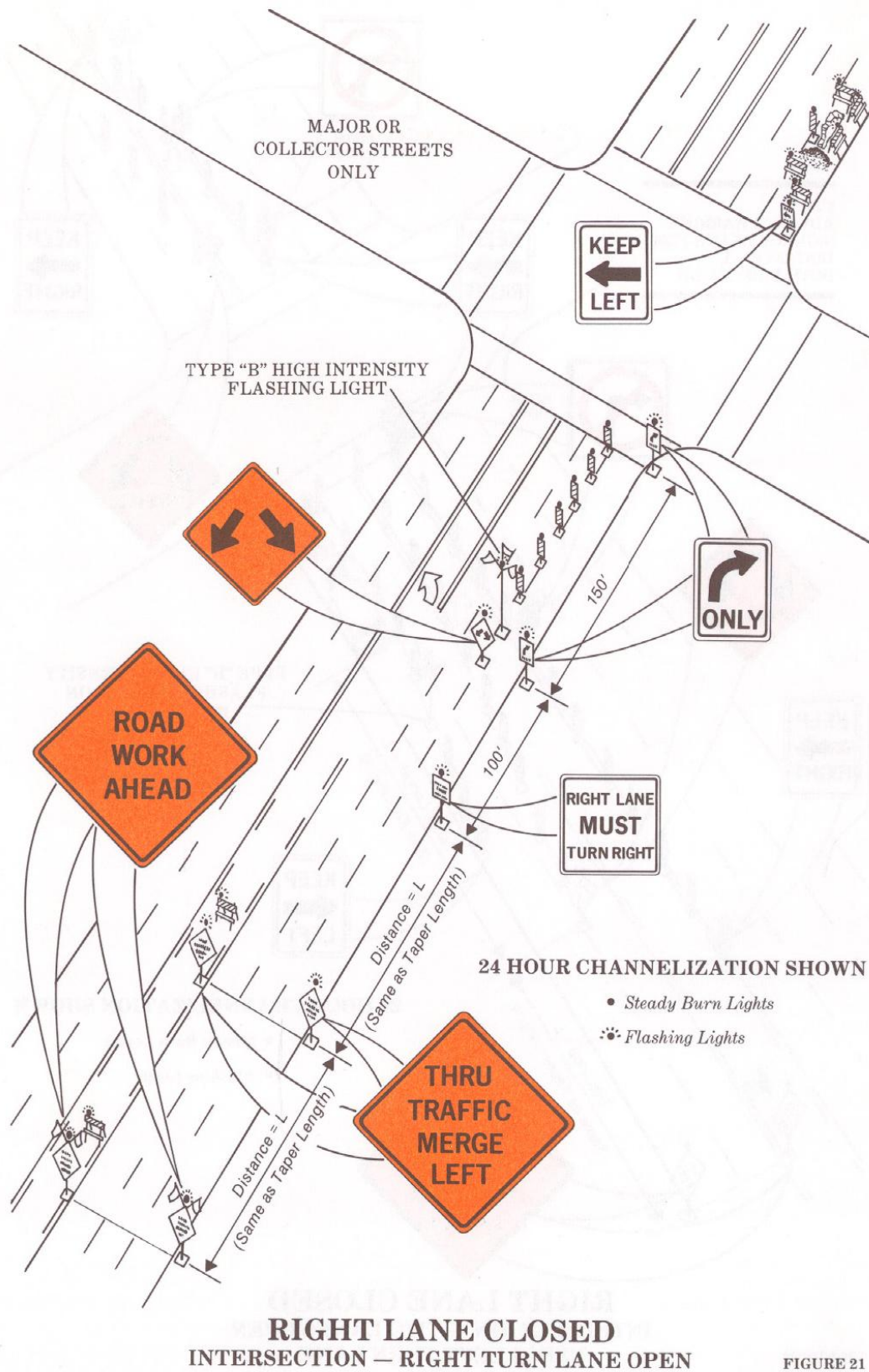


FIGURE 18



**CENTER LANE CLOSED
INTERSECTION — TWO LANES OPEN**

FIGURE 19



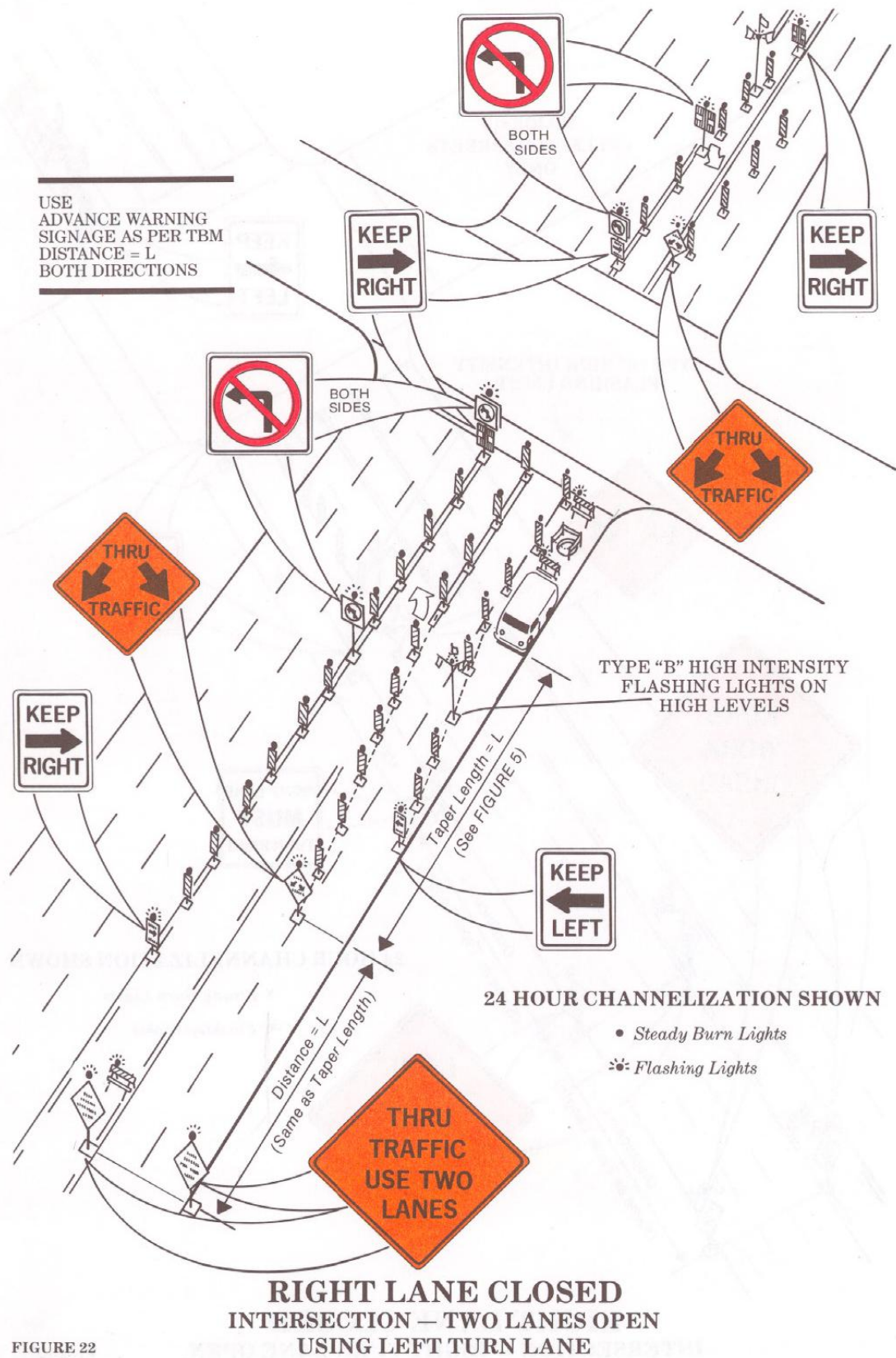


FIGURE 22

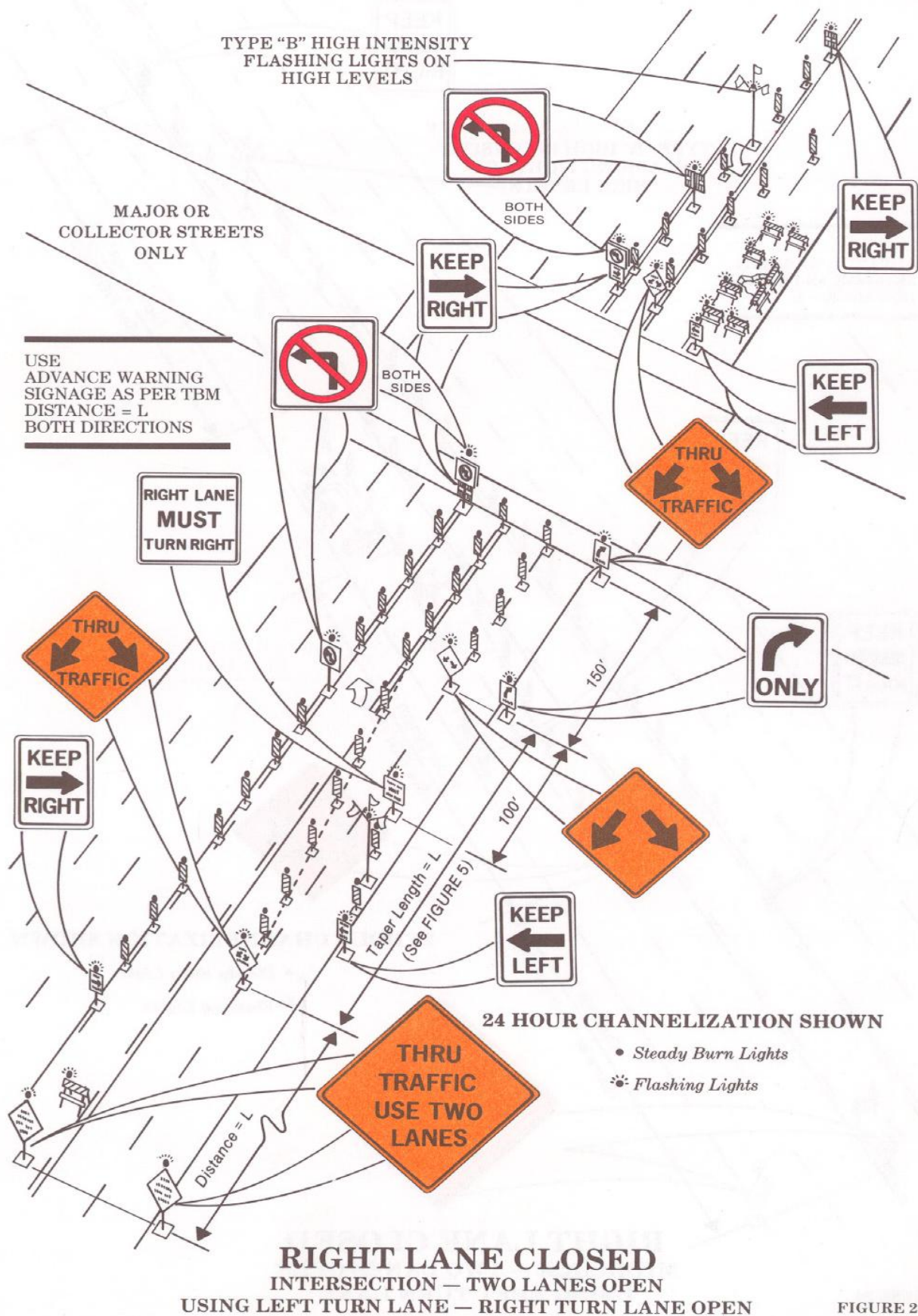


FIGURE 23

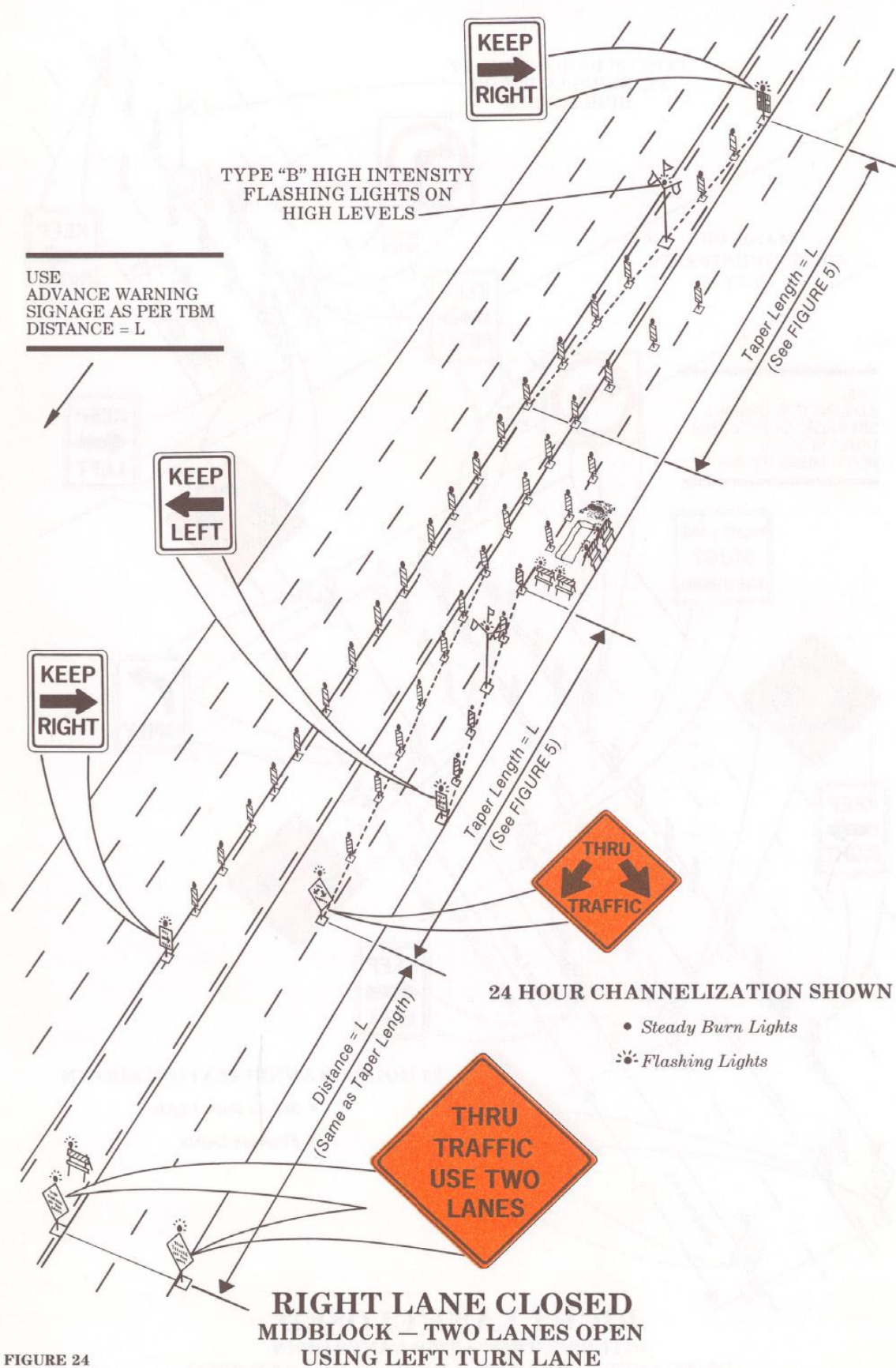


FIGURE 24

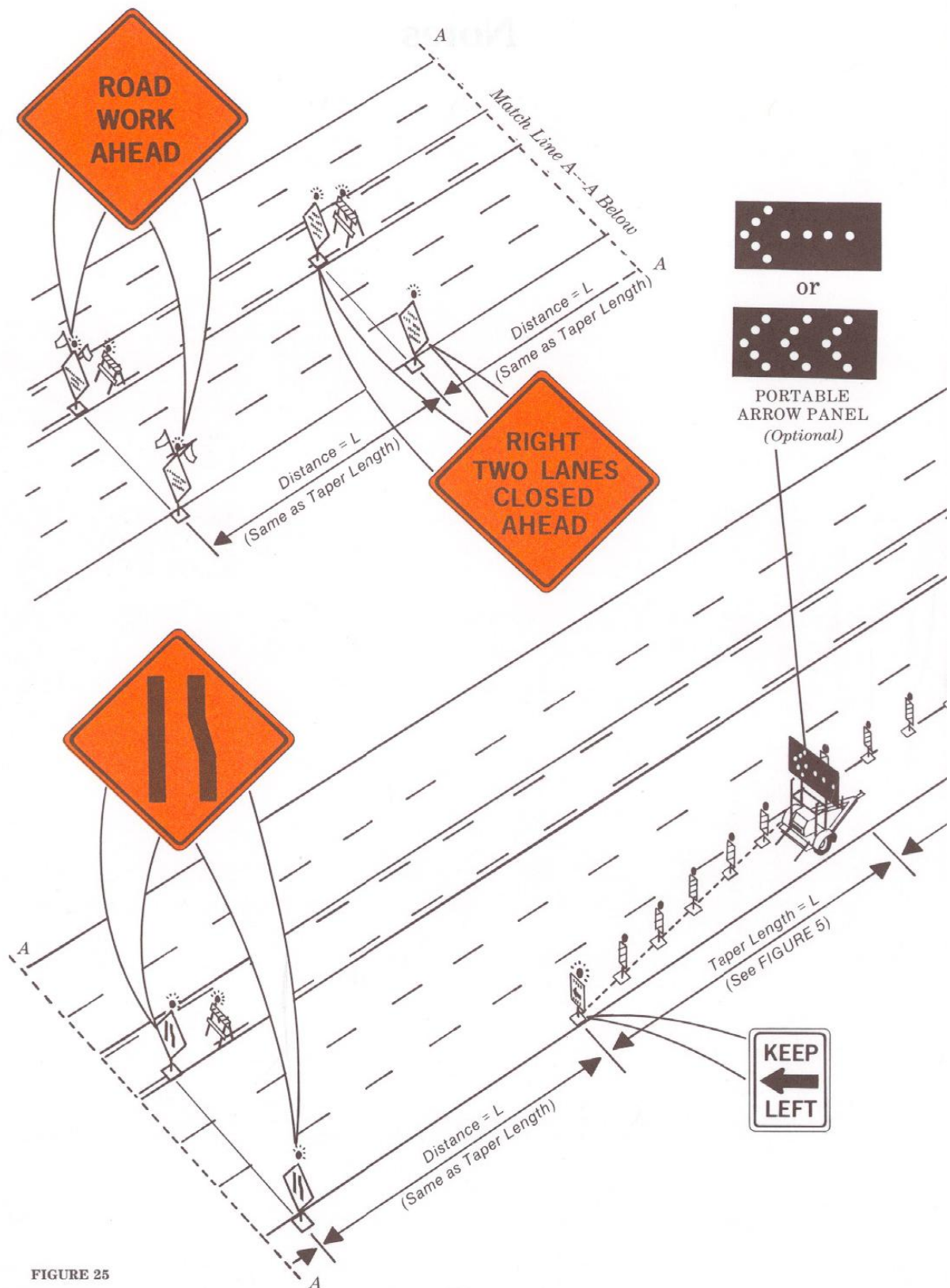
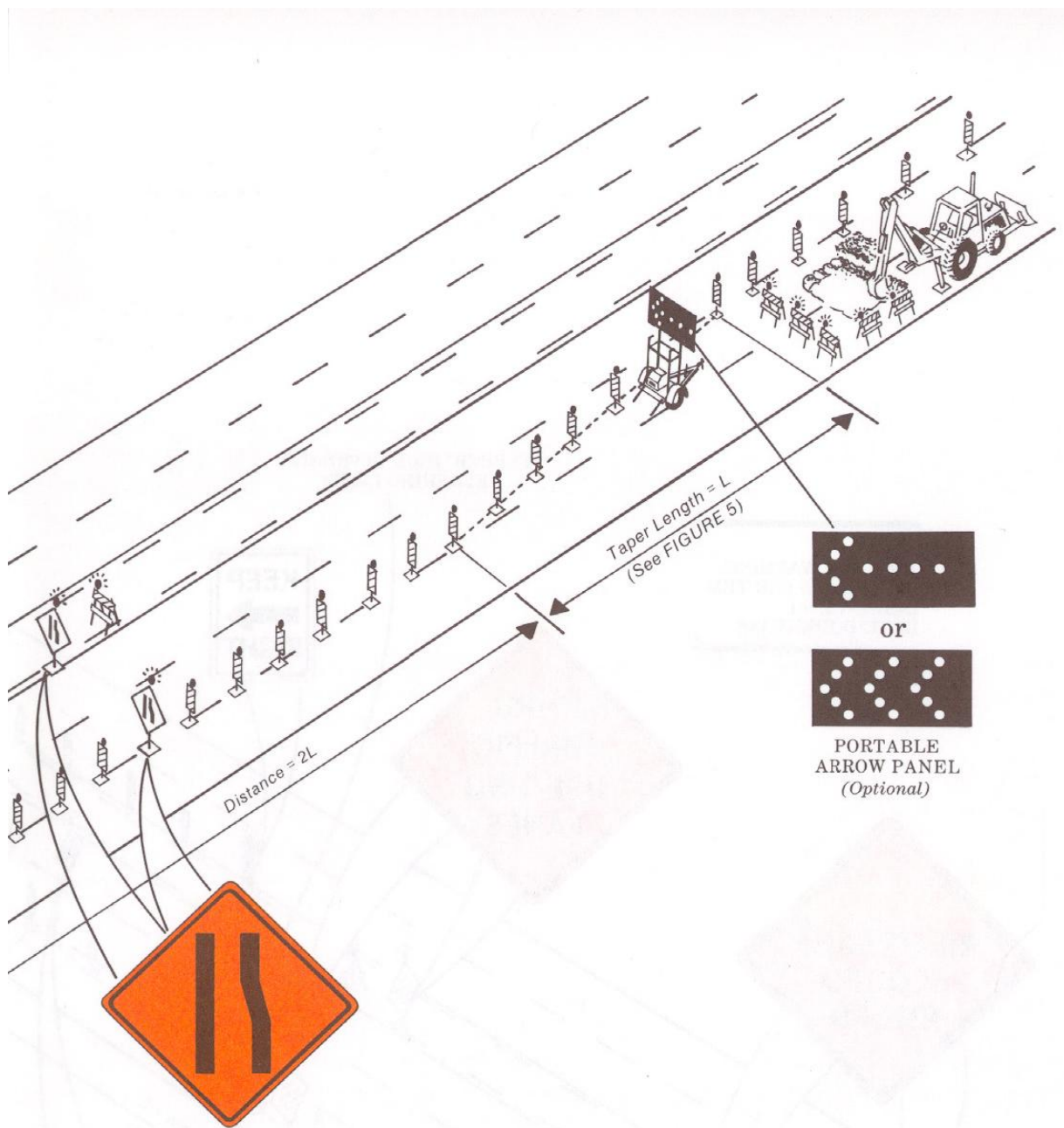


FIGURE 25



24 HOUR CHANNELIZATION SHOWN

- Steady Burn Lights
- ☼ Flashing Lights

**TWO RIGHT LANES CLOSED
MIDBLOCK**

FIGURE 25

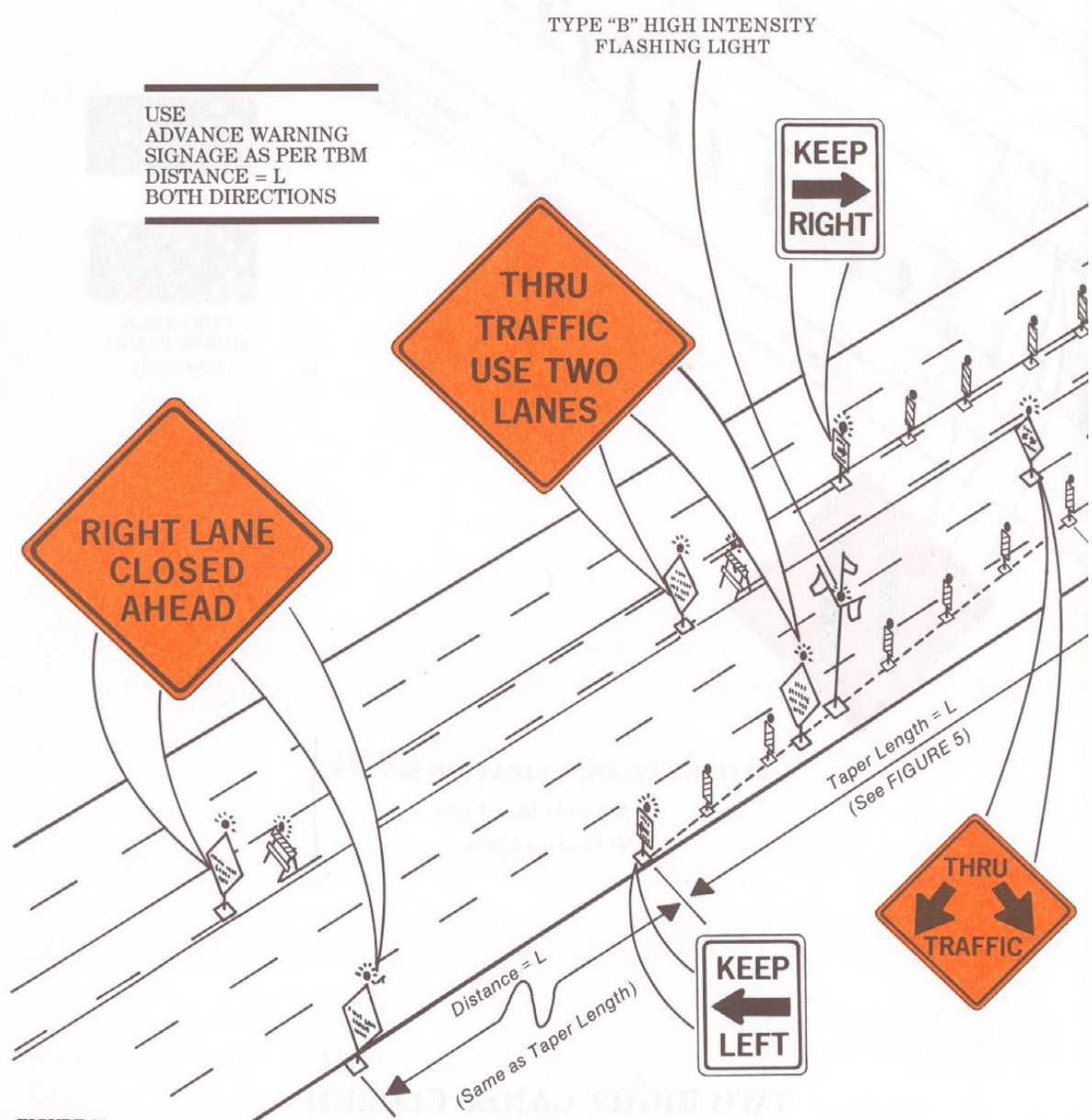
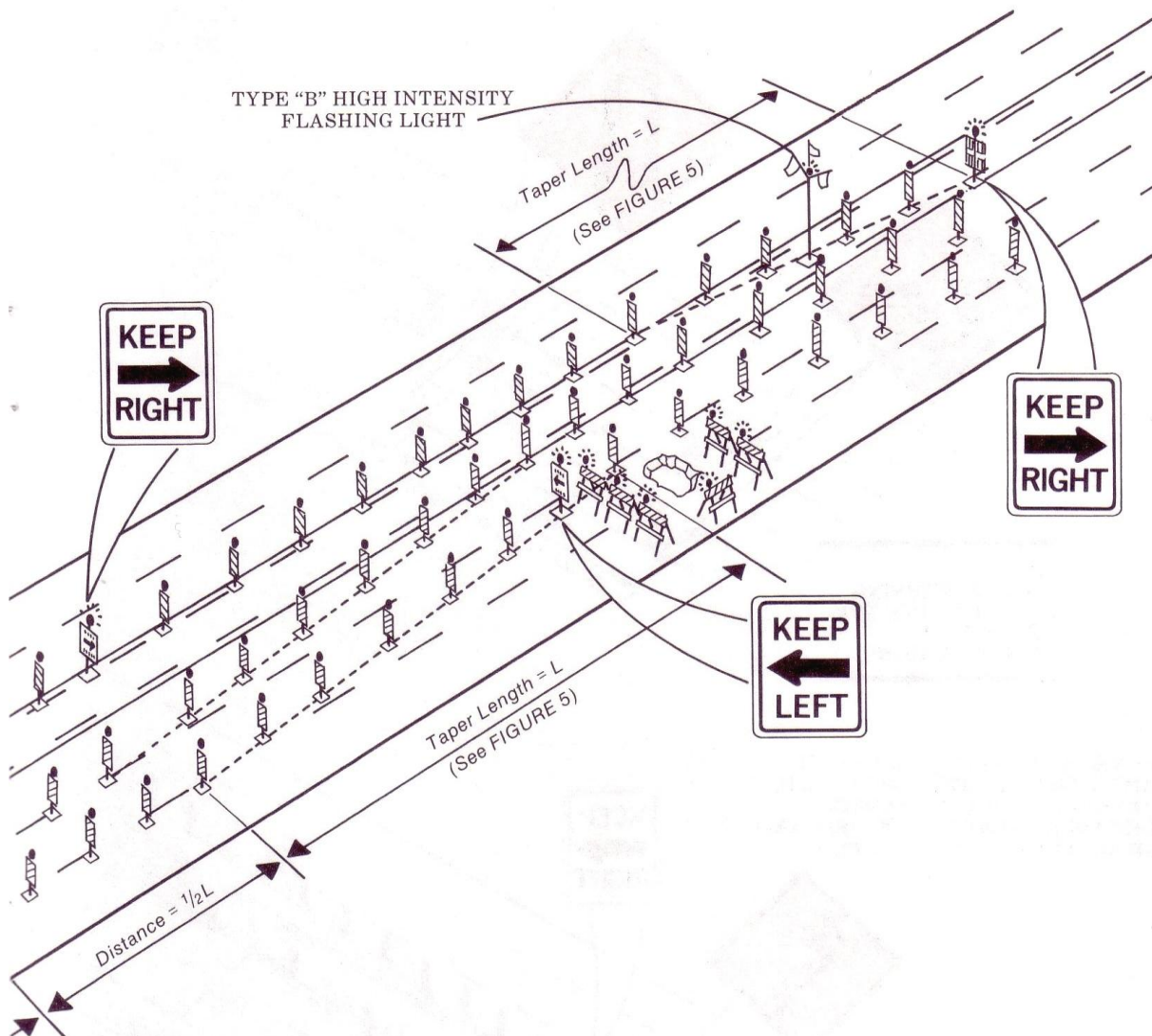


FIGURE 26



24 HOUR CHANNELIZATION SHOWN

- Steady Burn Lights
- ⚡ Flashing Lights

TWO RIGHT LANES CLOSED
MIDBLOCK — TWO LANES OPEN
USING LEFT TURN LANE

FIGURE 26

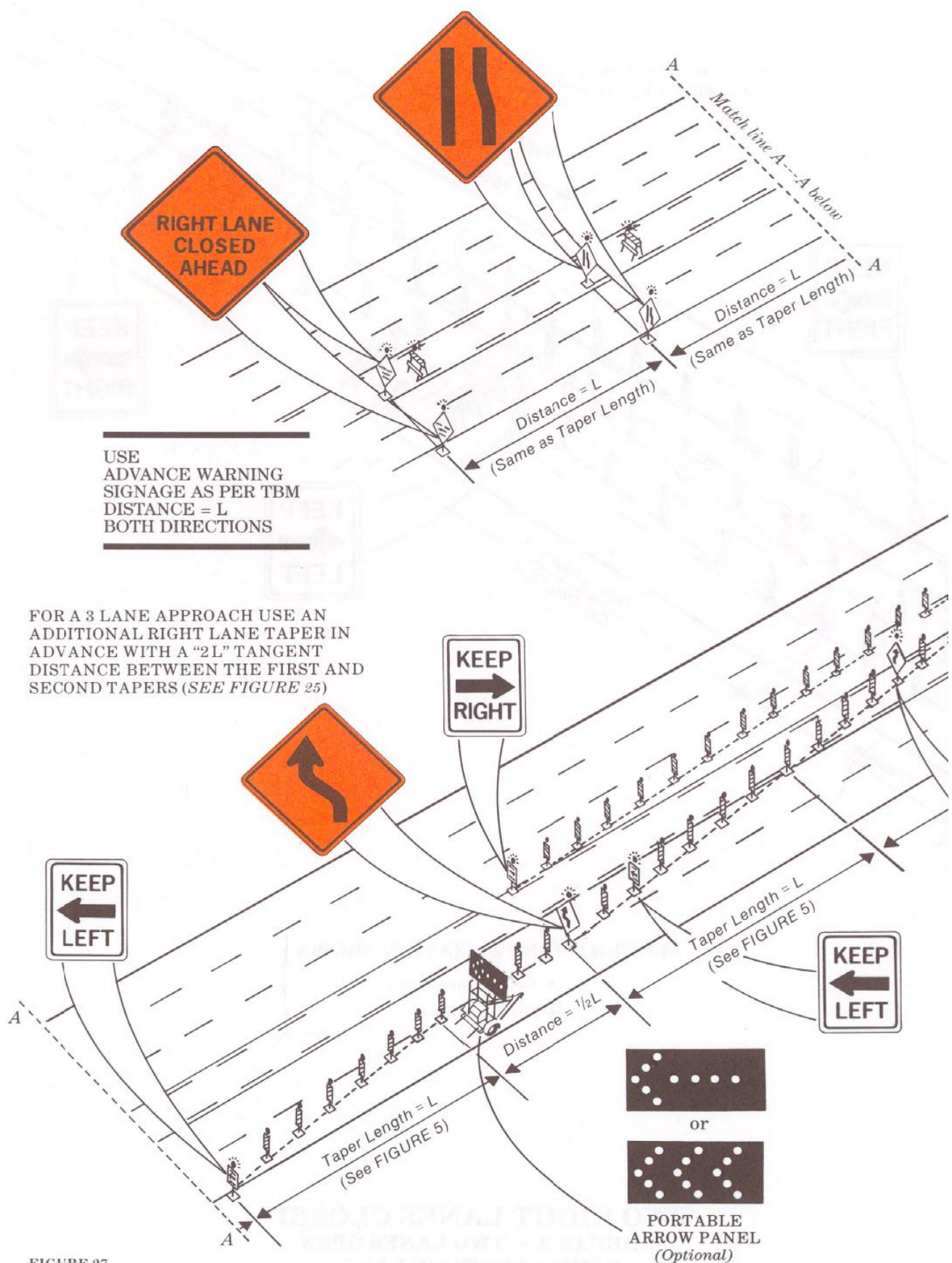
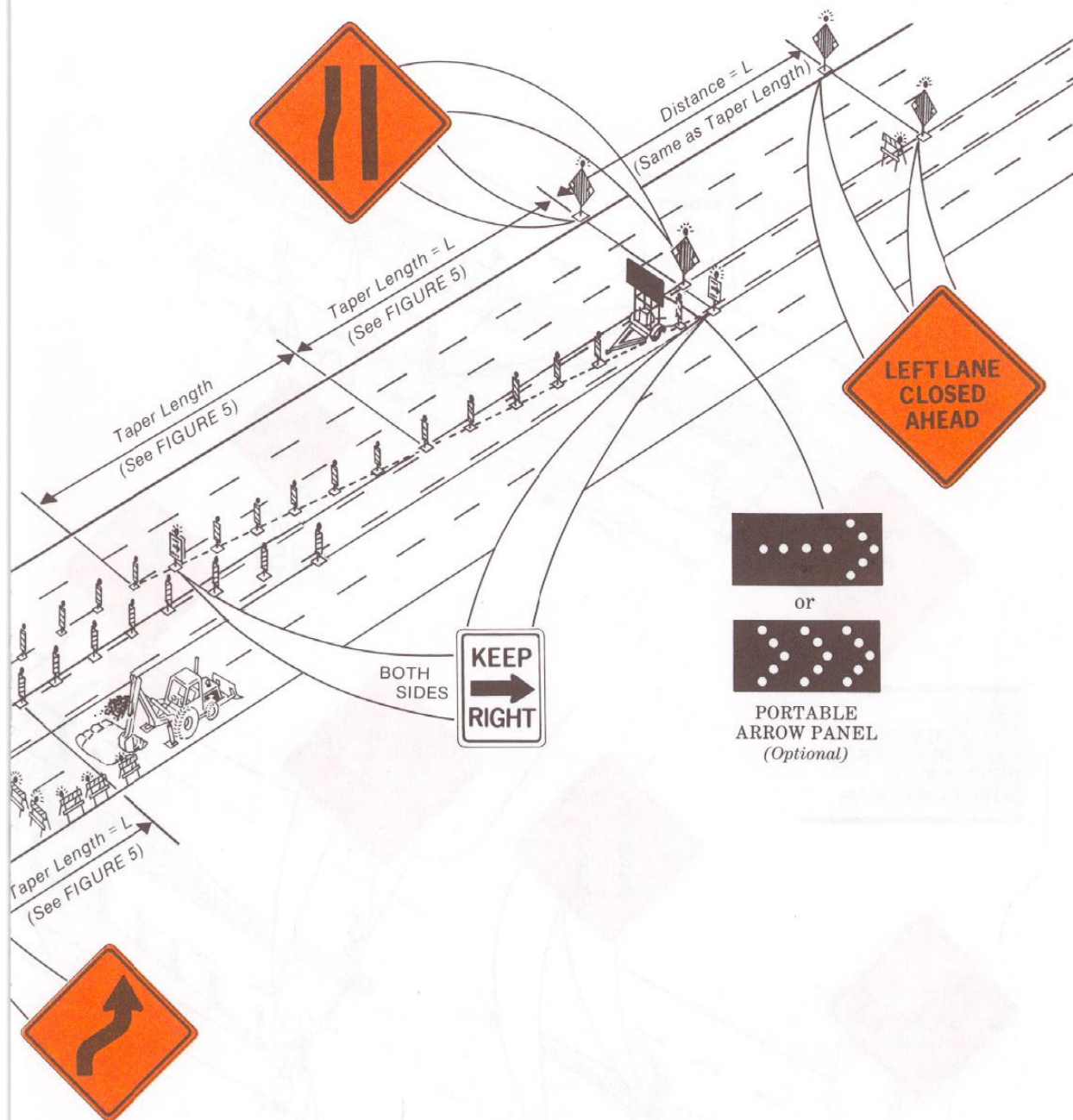


FIGURE 27

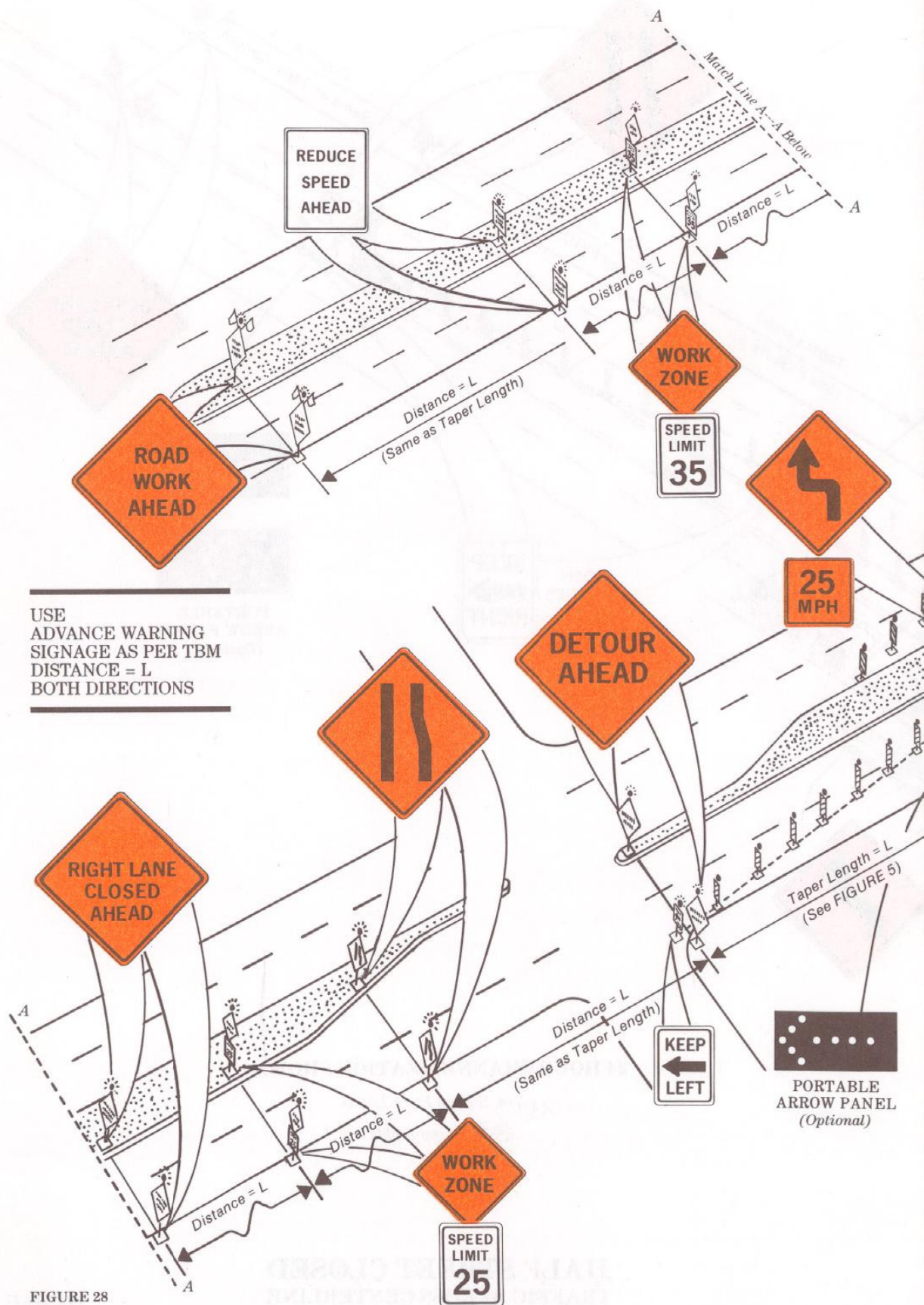


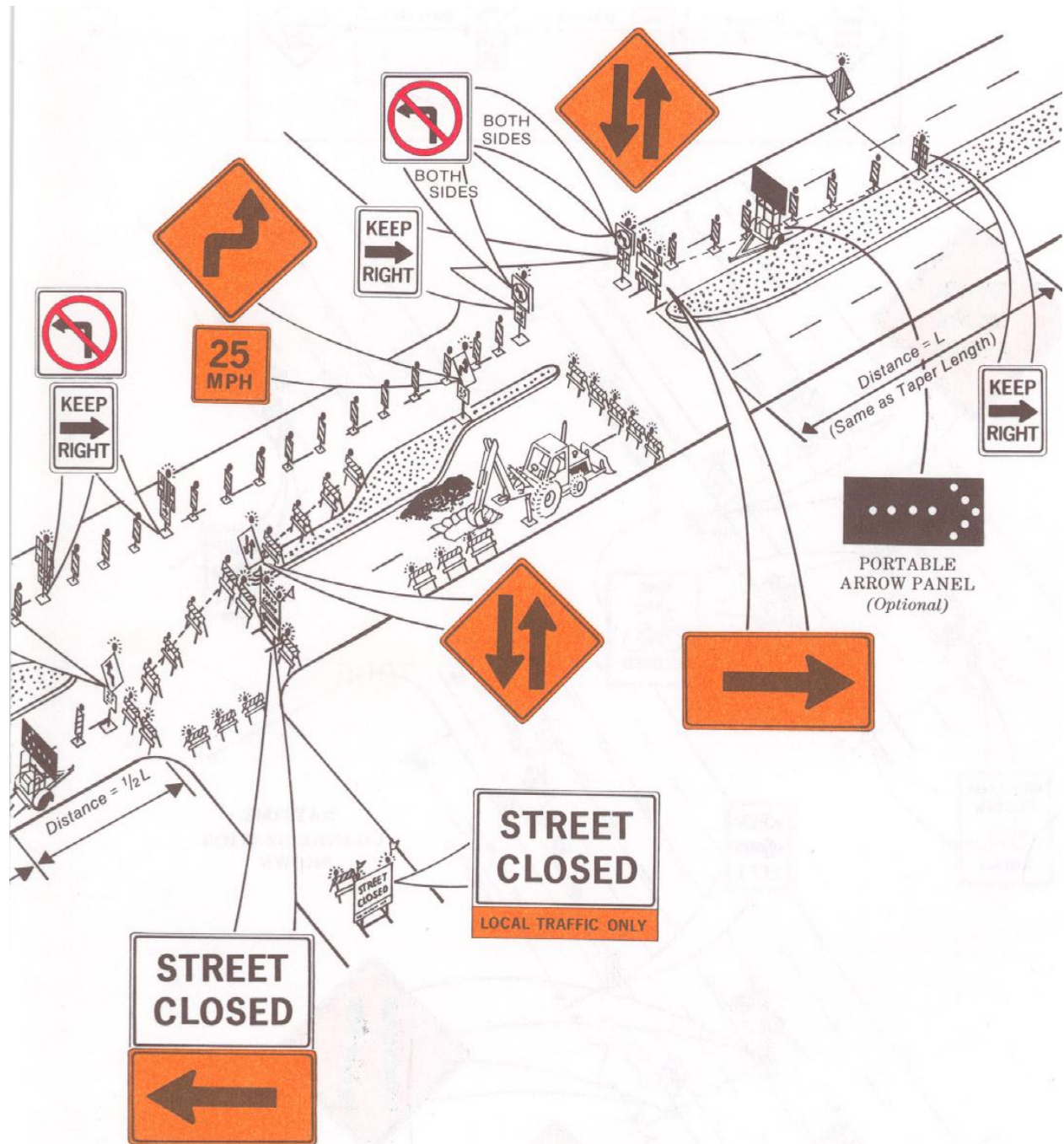
24 HOUR CHANNELIZATION SHOWN

- Steady Burn Lights
- ⚡ Flashing Lights

HALF STREET CLOSED TRAFFIC ACROSS CENTERLINE

FIGURE 27



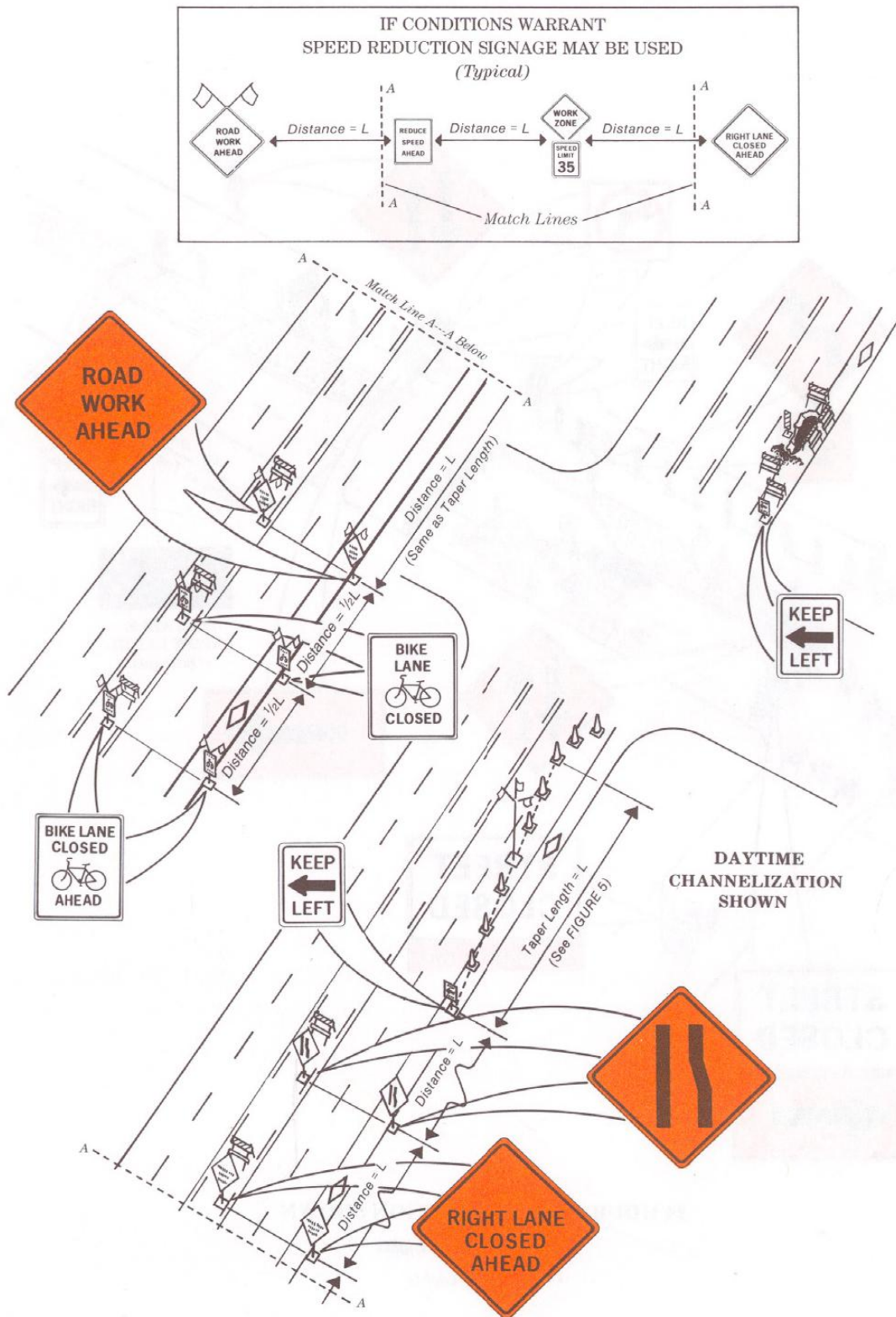


24 HOUR CHANNELIZATION SHOWN

- Steady Burn Lights
- ⚡ Flashing Lights

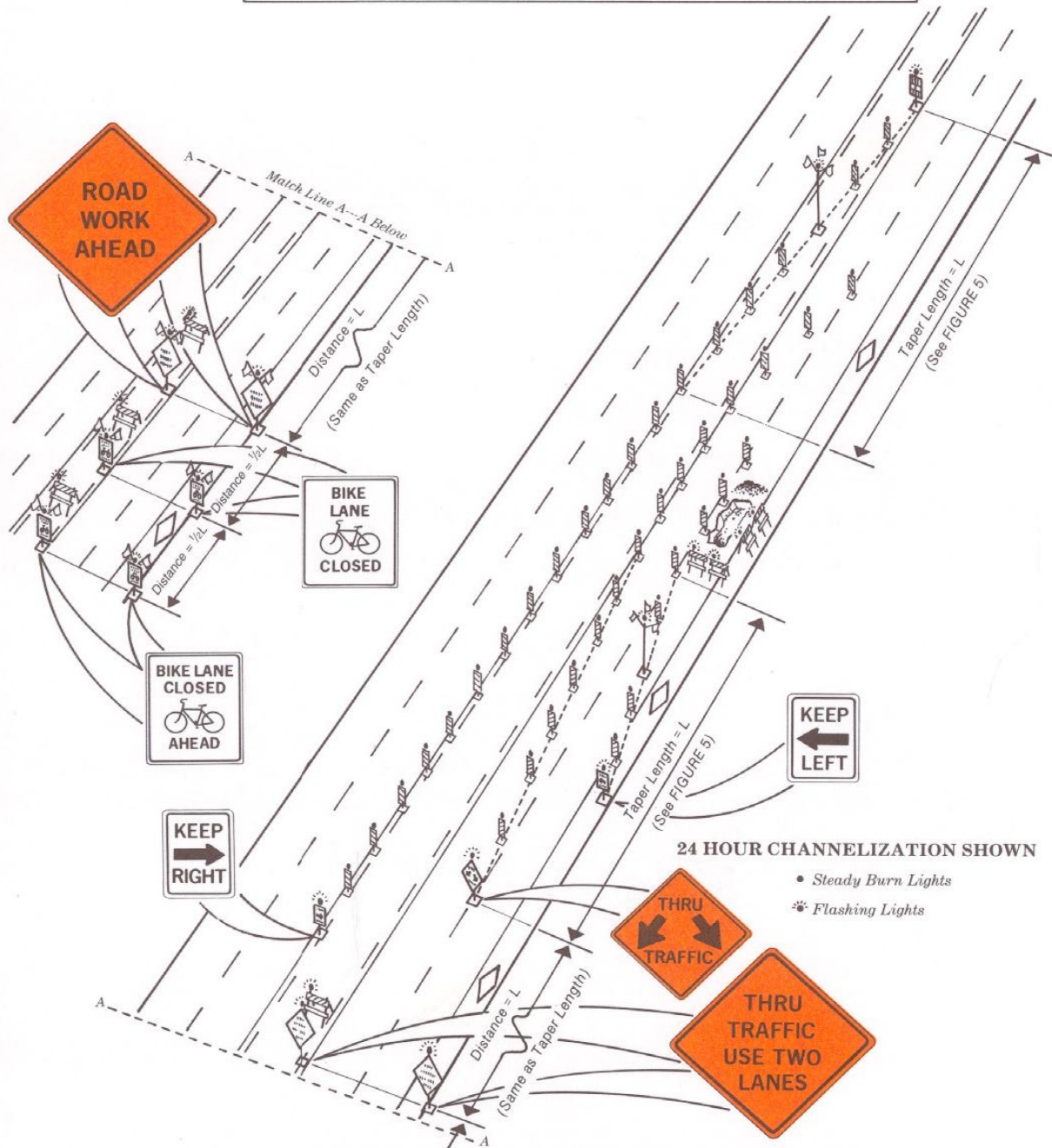
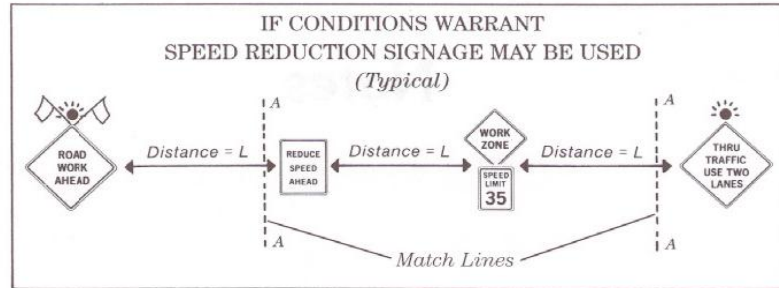
HALF STREET CLOSED TRAFFIC THROUGH RAISED MEDIAN

FIGURE 28



BIKE LANE CLOSURE - RIGHT LANE CLOSED
INTERSECTION WITH BIKE LANE

FIGURE 29



BIKE LANE CLOSURE - RIGHT LANE CLOSED
MID BLOCK - TWO LANES OPEN USING LEFT TURN LANE

FIGURE 30

POLICE OFFICERS SHALL BE USED
TO STOP MORE THAN ONE LANE
OF TRAFFIC IN EACH DIRECTION

**FLAGGING STATION
ADVANCE WARNING
SIGNS REQUIRED
BOTH DIRECTIONS**

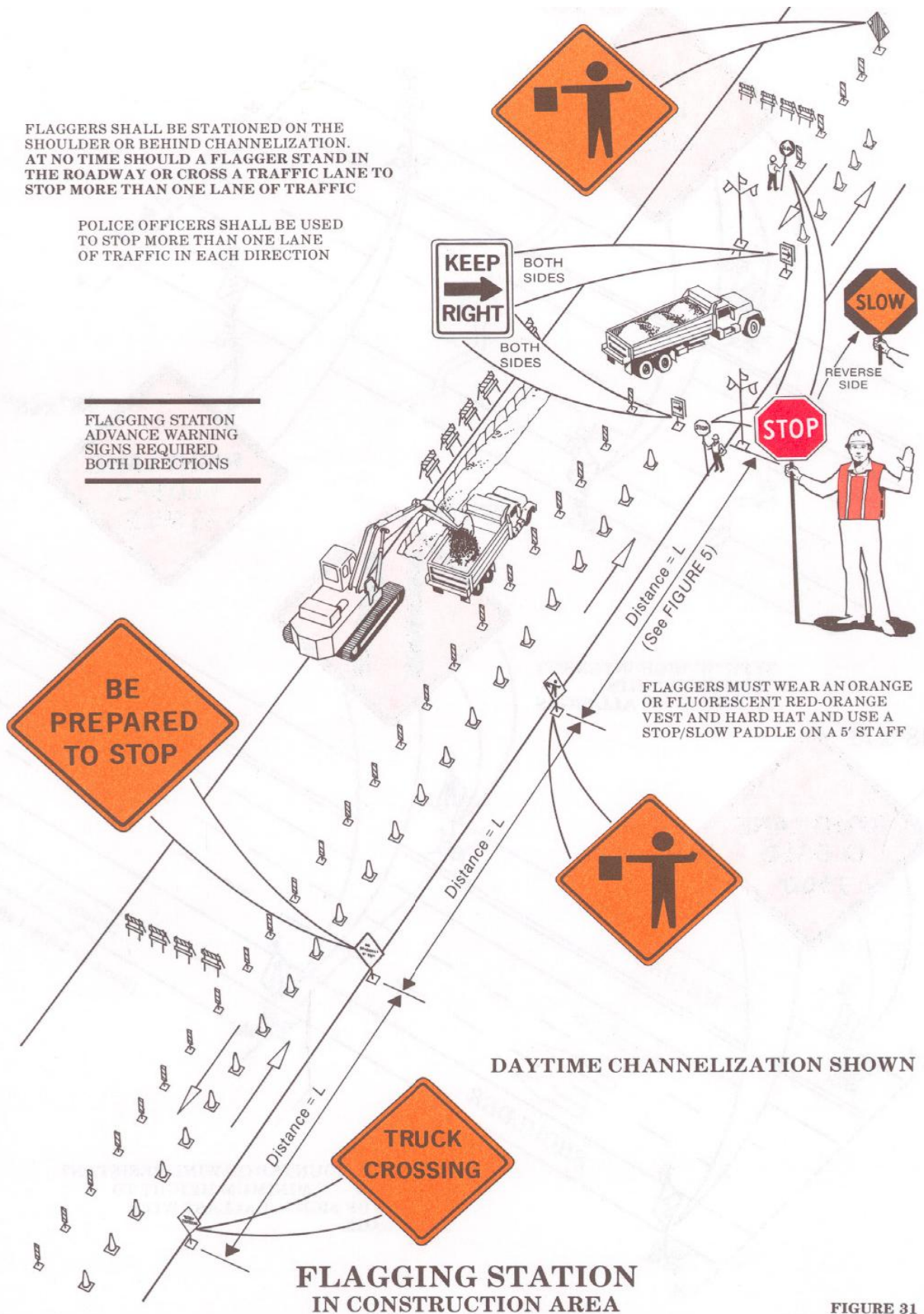


FIGURE 31

CHAPTER 11

DEFINITIONS

ADVANCE NOTICE (24 HOURS), (48 HOURS): One or two normal working days in advance, as specified. Saturdays, Sundays, and holidays excepted.

ALLEY, COMMERCIAL: Lanes or passageways for use as a means of access to the rear of lots or buildings in commercial areas.

ALLEY, RESIDENTIAL: Lanes or passageways for use as a means of access to the rear of lots or buildings in residential areas.

CHANNELIZATION: A series of traffic control devices erected to divert traffic around temporary obstructions and guide traffic through restricted areas.

CITY: The City of Prescott, Arizona.

CITY FORCES: All employees and/or work crews of the City of Prescott doing work in the public right-of-way.

CITY PERMIT: A permit issued by the City of Prescott One-Stop Permit Center in City Hall.

CITY PROJECT: A project performed under contract with the City of Prescott.

CITY STREETS (STREETS): Major, collector, and local streets in the City of Prescott.

CONTRACTOR: A company conducting work in public right-of-way.

COLLECITOR STREETS: All streets designated as Collector Streets on the latest City of Prescott Street Classification Map on file at the office of the City Clerk.

DAYLIGHT HOURS (DAYTIME): The hours from sunrise to sunset.

FLAGGER: A person wearing an orange or fluorescent red-orange vest and hard hat, using a STOP/SLOW paddle, stationed to assist with traffic control in restricted areas.

HOURS OF DARKNESS (NIGHT) (NIGHTTIME): The hours from sunset to sunrise.

INTERSECTION: All of the area within the right-of-way of intersecting streets, and the area 300' beyond the intersected right-of-way on all legs of the intersection.

LOCAL STREETS: All streets designated as Local Streets (generally known as residential streets) on the latest City of Prescott Street Classification Map, which is on file at the office of the City Clerk.

MAJOR SHOPPING CENTER: A large, high-volume shopping center such as Prescott Gateway.

MAJOR STREETS (Major Arterial or Arterial): All streets designated as Major Streets on the latest City of Prescott Street Classification Map, which is on file at the office of the City Clerk.

MULTIPLE LANES: Two or more through traffic lanes in any one direction.

OFF-PEAK TRAFFIC HOURS: All times not defined as “peak traffic hours”

PEAK TRAFFIC HOURS: The hours of 6:00 a.m. to 8:30 am. and 4:00 p.m. to 7:00 p.m. Monday through Friday.

PERMITTEE: Any individual, utility, agency, or other party applying for a City permit or otherwise authorized by code, regulation, or statute to perform work in public right-of-way.

POLICE DEPARTMENT: The City of Prescott Police Department.

POLICE OFFICER: A uniformed City of Prescott, City of Prescott Valley, Yavapai County Sheriffs Department, or Department of Public Safety law enforcement officer, either on-duty or off-duty, duly authorized to enforce the *Arizona Revised Statutes*.

PUBLIC RIGHTS-OF-WAY: All land in the City of Prescott dedicated and/or expressly reserved for the use of vehicular and pedestrian traffic and/or utilities.

RESTRICTION (STREET RESTRICTION/TRAFFIC RESTRICTION): Any reduction to the normal flow of vehicular or **pedestrian traffic in the public right-of-way** or any reduction of vehicular or pedestrian access to the public right-of-way, including any act or item that causes said reductions.

SANITATION DIVISION: The Sanitation Division of the City of Prescott Public Works Department.

SPECIAL TRAFFIC REGULATIONS: The “Special Traffic Regulations” included in the City Project specifications, or attached to City Permits, prepared by the Transportation Services Division for the specific traffic situations detailed therein.

STATE: The State of Arizona.

TRANSPORTATION SERVICES DIVISION: The City of Prescott Public Works Department Transportation Services Division.

TRAFFIC CONTROL DEVICES: Signs, parking meters, traffic signals, barricades, and channelizing devices, existing or temporary, as defined and illustrated in this *Manual* or in the Federal *Manual on Uniform Traffic Control Devices*.

TRAFFIC SIGNAL SHOP: The Traffic Signal Shop of the Public Works Department, Transportation Services Division.

WEEKDAYS: The days of the week starting at 5:00 am. on Monday and **ending at 10:00 p.m. on** Friday.

WEEKENDS: The days of the week starting at 10:00 p.m. Friday and ending **at 5:00 a.m. on** Monday.



The Vendor and its Subcontractor shall comply with the following provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
- d. U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended.
- i. Coastal Zone Management Act, P.L. 93-205, as amended.
- j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.

- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

- a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - 1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

- a. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution

Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.