

**CITY OF KNOXVILLE  
INVITATION TO BID**

**Flagging and Traffic Control Services**

Sealed bids, invited by the City of Knoxville, will be received by the Purchasing Division of the City of Knoxville, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee, until **11:00:00 a.m. (Eastern Time) on July 1, 2020**, at which time they will be opened and publicly read aloud and a contract awarded as soon thereafter as practicable.

The City of Knoxville is requesting bids from professional, qualified, and experienced companies for the provision of Flagging and Traffic Control Services on City streets, and at various locations throughout the City, on an “as need and when required basis” per specifications outlined within this Invitation to Bid. The City of Knoxville seeks to establish a fixed price agreement with **one or more vendors**, for the services outlined. The City does not guarantee nor does it commit to any quantity of services used during the term of this agreement. Contract term shall be for one (1) year with two (2) optional one-year renewals, at the same terms and conditions, upon mutual consent of both the City and the Contractor.

**For those who would like to view the bid opening virtually, you may view it for Zoom through this link:**

Join Zoom Meeting

<https://us02web.zoom.us/j/87525575015>

Meeting ID: 875 2557 5015

One tap mobile

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Dial by your location

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+1 301 715 8592 US (Germantown)

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+1 253 215 8782 US (Tacoma)

Meeting ID: 875 2557 5015

Find your local number: <https://us02web.zoom.us/j/87525575015>

**SPECIFICATIONS**

Contractor shall provide all labor, transportation, supervision, tools, equipment, supplies, fuel, safety equipment, delineators, signs, cones, arrow boards, and materials necessary, appropriate, or incidental to the proper and complete execution of the services and to secure the work zone.

The City of Knoxville is requesting bids from professional, qualified, and experienced companies for the provision of Flagging and Traffic Control Services on City streets, and at various locations throughout the City, on an “as need and when required basis” per specifications outlined within this Invitation to

Bid. The City of Knoxville seeks to establish a fixed price agreement with one or more vendors, for the services outlined. The City does not guarantee nor does it commit to any quantity of services used during the term of this agreement. Contract term shall be for one (1) year with two (2) optional one-year renewals, at the same terms and conditions, upon mutual consent of both the City and the Contractor.

Most of the City's flagging requirements are to support our Construction Crew who work 7:00 am to 3:30 pm, Monday through Friday, and to support the Horticulture Crew who work a compressed forty (40) hour work week, 6:30 am to 5:00 pm, Monday through Thursday, during the mowing season. It is the City's intention to partner with a Contractor or Contractors who can provide the service to our work crews at straight time rates. Note: This Contract will provide services to **any** department in need of such services and is not limited to Public Service/Horticulture.

In the calendar year of 2019, the City utilized approximately 400 flag-person hours for traffic control and flagging services (350 by Public Service / 50 by Engineering). This information is **provided only** for the purpose of giving Bidders a general idea as to the City's total annual requirements for the purpose of preparing a response to this invitation to bid and in no way represents a commitment of work to any Contractor(s).

The City will make every effort to plan project work in advance in order to provide the Contractor(s) with as much lead time as possible; however, sometimes same day ordering can be expected. The allocation of work will be at the sole discretion of the City and the Contractor(s) shall not have any claim for compensation, expense, damage or loss of profit from the City for any failure of the City to allocate any portion of the work to a Contractor(s) or for using the City's own forces to perform any portion of the work. The City may, at its discretion, request Services for a day, part of a day, or an hour for a given project, multiple projects and for as long as required. Once the Contractor is no longer required, the City shall release the Contractor until a new order is issued.

### **Health and Safety**

The Contractor shall strictly comply with the current Industrial Health and Safety regulations of OSHA and the safety policies/procedures of the City. Other applicable federal, state and local regulations and policies concerning the health and safety of workers and general public shall also be followed.

- a) The Contractor SHALL PROVIDE OSHA REQUIRED EQUIPMENT such as safety boots, gloves, vests, safety glasses, ear protection, back belts, respirators, etc. Flaggers shall wear hard hats and steel-toed safety footwear.
- b) Employees must be paid at least the minimum federal wage.
- c) Contractor shall maintain an active policy on drugs and alcohol in the work place that supports a drug free environment and be prepared to submit such policy upon City request.
- d) Flaggers shall be dressed in a neat and presentable manner that will distinguish them from other workers at the site. Contractors must bear in mind that the public often perceives contractor's staff as employees of the City; therefore, contractor's staff must wear, at minimum, and in addition to protective equipment, a tee-shirt and shorts when providing services under this

contract. No tank tops or undershirts will be permitted. Clothing displaying nudity, obscene language, obscene symbols, or pro-drug slogans is strictly prohibited. Flaggers shall wear either blaze orange or fluorescent green vests with reflective white stripes to achieve the highest visibility possible. Vests shall be supplied by the Contractor.

- e) The Contractor shall submit to the City of Knoxville Construction Manager a traffic control plan for the roadways within the project area. The Contractor shall not begin work until the traffic control plan has been approved by the Construction Manager.
- f) No ipods, umbrellas or chairs are allowed at the flagging site. Flaggers shall face on-coming lanes of moving traffic at all times.

The Contractor's personnel will behave responsibly, professionally and show courtesy to the general public and City work crews at all times while performing the work for the City. The City may, at its sole discretion, request the Contractor to reprimand or remove any employee for any one or more of the following reasons, and the Contractor shall promptly comply with such request(s):

- Intoxication;
- Use of cell phone or ipod while engaged in traffic control operations;
- Smoking while performing traffic control duties;
- Personnel unable to provide valid and current "Flag persons Certificate";
- Use of foul, profane, vulgar or obscene language or gestures;
- The wearing of apparel displaying nudity, obscene language, obscene symbols, or pro-drug slogans;
- Solicitation of gratuities from any person for services performed;
- Willful, negligent or reckless action in disregard of safety or sanitary requirements;
- Any other action that the City may determine constitutes a public nuisance, or disorderly conduct.

### **Health and Safety- PPE specific guidance**

Appropriate PPE must be worn during work on traffic signal equipment. Garments worn are not limited to hard hats, safety lanyard/ harness, safety glasses, Class 0 Electrical insulated gloves w/ leather covers, electrical safety boots with toe protection, and Hi-Vis reflective clothing. Vendors, contractors, and employees of a business conducting work for the City of Knoxville must also wear appropriate PPE. Insulated gloves should adhere to the standards in **29 CFR 1910.137 PPE Electrical**. See City of Knoxville department issued PPE page 36. Hi-Vis safety vest or other Hi-Vis apparel must be worn at all times when working on projects outside of any Traffic Systems vehicles while deployed at field worksites.

### **Work Zone**

The Contractor is solely responsible for having the site secured in accordance with OSHA rules and regulations, and to perform the work so that there is no risk of danger or hazard to the staff and public at any time during the progress of the work until completion. All equipment, materials and labor utilized, and all workmanship, shall comply with all current codes, standards, regulations and statutes pertaining to the services including, but not exclusively:

- a) Tennessee Department of Transportation – 2015 Standard Specifications for Road and Bridge Construction
- b) Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation
- c) OSHA
- d) ANSI

Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardizes the Contractors ability to provide the services agreed to.

### **Duties**

The Contractor shall provide the provision of temporary traffic control services generally consisting of the following categories:

- a) Traffic zone setup;
- b) Job site flagging;
- c) Lane closures;
- d) Vehicle, bicycle, and pedestrian detours;
- e) Special events (e.g. parades, civic functions, etc.)
- f) Development of written traffic management plans in accordance with Tennessee Department of Transportation Standards for Traffic Control Management Plans.

Contractor shall provide:

- Two (2) Flagger/Traffic Control Technicians equipped with two-way radios, stop/slow signs and safety equipment.
- Two (2) Road Work Ahead Signs (48" x 48" roll-up) complete with stand;
- Two (2) One Lane Road Ahead Sign (48" x 48" roll-up) complete with stand;
- Two (2) Flagger Symbol Signs (48" x 48" roll-up) complete with stand;
- Two (2) Be Prepared to Stop Signs (48" x 48" roll-up) complete with stand;
- Thirty (30) Cones – 28";
- Set-up of Work Zone as specified;
- One (1) Work Truck preferably with Rotating Lights;
- Daily Mobilization;

The Contractor is to provide traffic control services on an "as and when required" basis (24/7/365) for various job sites, for City construction and Horticulture projects which include but are not limited to all aspects of road construction, utility work, parks (boulevard), maintenance services, and local emergencies. Contractor may also be required to provide traffic control services for special events on an as need and if required basis.

Contractors working with the City's Horticulture crew shall work a ten (10) hour shift, if required, for up to four (days) per week during the mowing season, weather permitting. The City will not guarantee four (4) straight days for any job and is unable to guarantee volume of flagging required.

The Contractor will provide all transportation, labor, protective equipment, supervision, management facilities, tools, signage, delineators, traffic cones, equipment, supplies, fuel, and materials necessary, appropriate, or incidental to the proper and complete execution of the Services.

The Contractor is responsible for having the site secured in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) requirements and the Tennessee Department of Transportation 2015 Standard Specifications for Road and Bridge Construction. (Section 6E has been included in the appendix of this document.)

Contractors shall be required to provide at their expense, full personal protective equipment and accessories to all traffic control personnel during all hours of work. Personal protective equipment shall include as a minimum: hard hats, high visibility vest or outer garments, proper footwear, ear plugs, first aid kits, high visibility rain gear, respirators, and safety glasses. All safety items must meet/exceed current ANSI and OSHA regulations and requirements.

The Contractor is required to provide a "STOP and SLOW" paddle, two-way radio(s), and personal protective equipment and apparel to perform the work on an "as and when required" basis. When an arrow board truck is required, the City will provide reasonable advanced notice.

Contractor shall:

- a) Ensure that his/her company is properly and fully licensed and that insurance is current and in compliance with the City's requirements;
- b) Ensure the coverage of Contractor's Equipment Insurance for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss or damage at no additional charge to the City.
- c) Ensure that only the specified registered equipment for hire is dispatched;
- d) Ensure that the operator of hired vehicles has and maintains a valid Driver's license for the class of vehicle being driven.
- e) Ensure that the Traffic Control Personnel is fully trained and certified in traffic control procedures;
- f) Ensure employees obtain all necessary licenses and permits.
- g) Ensure that the site is secured in accordance with all OSHA and TDOT regulations and to perform the work so that there is no risk of danger or hazard to the staff and public at all times during the progress of the work;
- h) Ensure that at the end of each day, site is safe and secure, and at the conclusion of work, clean out all debris promptly, remove any equipment or materials, and leave the site of the work in a clean and tidy condition
- i) Coordinate the execution of services with the City such that disruption of the work of all involved is minimized.
- j) Provide competent supervision
- k) Understand that assigned personnel will be expected to work up to eight hours (straight-time) per day for the time periods specified.
- l) Understand the contractor is solely responsible for the provision of and payment for any and all workers compensation claims. The City of Knoxville does not and will not assume any liability for any worker's compensation claims, injuries or other claims that a temporary employee may file. Such claims shall be the sole responsibility of the Contractor

- m) Employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any person unless said person is an authorized employee of the Contractor.

NOTE: The City is not responsible for the loss or damage of Contractor's equipment or accessories while onsite. Contractor shall provide at their own expense Contractor's equipment insurance, for all equipment owned or rented by the Contractor and employees that provides coverage against all risks of loss and damage.

### **Training**

The traffic control personnel shall be trained and certified in flagging operations by one of the following training programs:

- 1) American Traffic Safety Services Association (ATSSA);
- 2) National Safety Council (NSC)
- 3) Tennessee Transportation Assistance program (TTAP)
- 4) Construction industry associations, consultant organizations, and contractor developed flagger training programs will be acceptable if they have an established, written program which meets all Manual on Uniform Traffic Control Devices (MUTCD) requirements and TDOT policy.

The traffic control personnel must carry proof of successful completion of this training at all times.

Flaggers must be able to satisfactorily demonstrate the following abilities, as outlined in the MUTCD, Chapter 6E

- Ability to receive and communicate specific instructions clearly, firmly, and courteously.
- Ability to move and maneuver quickly in order to avoid danger from errant vehicles;
- Ability to control signaling devices (such as STOP/SLOW paddles) in order to provide clear and positive guidance to drivers approaching a work zone in frequently changing situations;
- Ability to understand and apply safe traffic control practices, sometimes in stressful or emergency situations; and ability to recognize dangerous situations and warn workers in sufficient time to avoid injury
- Flaggers shall be 18 years of age or older.

### **Rates**

Payment for services provided shall be rendered by the hour, in half-hour increments, multiplied by each person performing the authorized services. Rates shall include all costs associated with performing the required Traffic Control services, including but not limited to fuel, operator, equipment, transportation, insurance, etc.

**NOTE: THE CITY DOES NOT ALLOW FUEL SURCHARGES AND PARKING FEES. THE CITY DOES NOT ACCEPT INVOICING FOR OVERTIME PAY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO STAFF ACCORDINGLY. THE RATES**

**QUOTED ARE TO INCLUDE ALL CHARGES ASSOCIATED WITH REQUESTED SERVICES.**

Quote shall be based on 2-man flagging crew, working 10-hour days on site and include all charges listed above. Any additional equipment or services that are not included in the rates outlined above will be billed at pre-established rates. Bidder is to include with bid, a supplemental pricing guide for use when additional equipment or services are required, with pricing to remain firm for the initial term of the agreement, and any subsequent extension of the agreement.

During rainy days or any other events that render the services of workers unnecessary, workers' assignments will be canceled, and payment will be based on hours worked only. The City may cancel a Request for Services Order one (1) hour prior to the scheduled assignment time at no charge. Rates are only applicable from the pre-established starting time, or when the traffic control personnel and equipment arrives, if later than the starting time, until the traffic control personnel and equipment are dismissed.

**Emergency Services and Response Time**

Except as otherwise authorized by the City, the Contractor shall provide a guaranteed on-site emergency mobilization and response time of two (2) hours and a general mobilization response time as directed by the City (24/7/365) including Statutory holidays with qualified and experienced response personnel, materials, and equipment necessary to commence and sustain a substantial portion of an adequate response.

**Documentation shall be included with bid submission verifying personnel training and certification.**

**SUBMISSION INFORMATION**

Bid submissions shall be submitted to the City either through online submission or hard copy, in accordance with the following procedures:

**OPTION 1**

**Electronic Submission Procedures.** Electronic submissions shall be submitted online through the City's Procurement website. DO NOT EMAIL YOUR SUBMISSION. All bidders must register as a vendor in order to submit an electronic file.

Step One: Register as a City of Knoxville vendor

(Vendors are encouraged to complete this step **now** to ensure seamless submission process prior to deadline.)

To register as a vendor:

Visit the website at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing)

Click the "Vendor Registration" tab; then "Click here to register as a City of Knoxville Vendor" Follow the prompts to complete online registration.

Note: You will be asked for a PIN. This PIN will be emailed to you and may have been sent to your spam or junk folder.

**DO NOT WAIT UNTIL SUBMISSION DEADLINE TO REGISTER AS A VENDOR.** The electronic submission link will be disabled at 11:00:00 a.m. Eastern time. Vendors will not have the ability to submit any electronic files once the deadline has passed.

Step Two:

Submit all materials electronically as one (1) file to City's Procurement website PRIOR to **11:00:00 a.m.** (Eastern Time) on **July 1, 2020.**

To submit electronic file:

Visit the procurement website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids)

Click **"ITB- On Call Flagging Services"**

Click "Submit Bid" (red button located at top of screen)

Follow the prompts to upload and submit electronic file.

Submit only one (1) submission file

Files **MUST** be named as the firm's name followed by the title of the project.

Example: ABC Company-Flagging Services ITB.pdf

Should you need to merge multiple documents into one PDF, please utilize Google to download a free software intended for merging pdf documents

**OR**

OPTION 2

**Hard Copy Submission Procedures.** Bid Submissions will be received until 11:00:00 a.m. (Eastern Time) on July 1, 2020. Each hard copy proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division

City/County Building

400 Main Street, Room 667

Knoxville, TN 37902

**IMPORTANT NOTE: Each mailing envelope or carton containing a bid submission must be sealed and plainly marked on the outside "Flagging Services."** Bidders are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; **unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.**

Late submissions will not be considered. Submissions that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such submissions shall remain unopened and will be returned to the submitting entity upon request.

## **BID SUBMISSION REQUIREMENTS**

Bidders must furnish the following information in writing with their submission:

1. Bid Form showing bidder's name, address, quoted price, business license number, date of expiration of business license. A copy of the bidder's current business license may be submitted in lieu of providing the license expiration date.
2. Non-Collusion Affidavit
3. Drug-Free Workplace Affidavit
4. Iran Divestment Act Certification of Noninclusion
5. Diversity Business Enterprise (DBE) Program form



## GENERAL INFORMATION

1. Sealed bids will be received by the Purchasing Division of the City of Knoxville in Room 667-674, City/County Building, 400 Main Avenue, Knoxville, Tennessee until **Wednesday, July 1, 2020, at 11:00:00 a.m.**, at which time they will be publicly opened and read aloud and the contract awarded as soon as practicable. **No bid will be received or accepted after the above-specified time for the opening of bids.** Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.
2. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be for the best interest of the City.
3. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). **Bid submissions from un-registered bidders may be rejected.**
4. Included in the Invitation to Bid is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid. The fully executed and notarized affidavit must be submitted with the sealed bid. Also included is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the bidder intends to use subcontractors and/or suppliers from one of the defined groups. Bidders are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.
5. **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
6. **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
  - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
  - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.
7. Each bid must be submitted in a sealed envelope, addressed to the Purchasing Division; City of Knoxville; City/County Building; 400 Main Street, Room 667-674; Knoxville, Tennessee, 37902. Each sealed envelope containing a bid must be plainly marked on the outside as: **"Flagging Services."**

8. All bids must be made on the Bid Form supplied with the contract documents, and no interlineations, excisions, or special conditions shall be made or included in the Bid Evaluation Sheet by the Bidder. **Any bid on which there is an alteration of or departure from the Bid Form may be considered irregular and may be rejected.** All bids must be signed in full by the Bidder or Bidders in their business name or style when submitted and must show his or their complete address.
9. No bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.
10. All bidders must provide the City Purchasing Division with a copy of its valid business license or with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered.
11. Payment for completed services delivered to and accepted by the City shall be at the contract price.
12. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
13. Bidders shall verify bids before submission, as bids cannot be withdrawn or corrected after being opened.
14. If federal excise tax applies, show amount of same and deduct. Bear in mind that the City is exempt from Tennessee sales tax.
15. Prices are considered FOB Destination unless otherwise stated in the Invitation to Bid.
16. All bids in excess of \$100,000 must be accompanied by a cashier's check or a certified check or by a surety bond in an amount equal to five (5) percent of the total annual amount as a guarantee that if the bid is accepted the required contract will be executed and payment and performance bonds (if required) furnished. Attorneys-in-fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney. Said bond or check will be returned to the unsuccessful bidder as soon as the contract has been awarded and to the successful bidder as soon as he has executed the contract and furnished any other required bonds and the contract has been executed by the City of Knoxville.
17. A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the City, will be required for the faithful performance of the Contract. Attorneys-in-fact who sign Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney. Performance and Payment Bonds shall not be submitted with the bid, but shall be required of the winning bidder prior to issuance of a contract.
18. Within 30 days of delivery of the contract to the Contractor, the City must receive either the executed contract or, if execution of the contract is pending agreement of the parties as to contract language, a written request for extension indicating the cause of the delay and an

estimated schedule for execution. The City may accept or reject the request for extension, but will afford reasonable opportunity for review. Failure to obtain a certificate of insurance prior to submission of a bid will not be considered a reasonable basis for extension. If neither the executed contract nor a written request for extension has been received by the City within 30 days of delivery, the City may retain the bid bond.

19. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.
20. Bidders must provide a fully executed and notarized Drug-Free Workplace Affidavit with their bid submission.
21. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
22. Bidders must comply with the President's Executive Orders No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Bidders must not maintain or provide for their employees any facilities that are segregated on the basis of race, color, religion or national origin. Bidders must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standard Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, all of which are herein incorporated by reference.
23. All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.
24. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing addressed to **Julie Smith Maxwell, Procurement Specialist** for the City of Knoxville, 400 Main Street, Room 667, Knoxville, TN 37902, or emailed to her at [jmaxwell@knoxvilletn.gov](mailto:jmaxwell@knoxvilletn.gov). To be given consideration, such requests/questions must be received no later than end of business day **Wednesday, June 24, 2020**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at [www.knoxvilletn.gov/bids](http://www.knoxvilletn.gov/bids). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.
25. Attention of all bidders is directed to the set off provision contained in Article II, Section 24-33, entitled, "Debts owed by persons receiving payments other than salary", and Section 2-1049 entitled "Receipt of benefits from City contracts by council members, employees, and officers of the City" of the Code of the City of Knoxville.

26. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: (a). The amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Project had not been terminated; and (b) the direct out-of-pocket costs incurred by the Contractor for demobilization of the Project following receipt of the notice of termination, not to exceed the amount reasonably and actually required to demobilize the Project.
27. The City may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services wherein the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Division specifying such failure.
28. If the contract is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies of services similar to those so terminated.
29. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the City.
30. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
31. Before a contract will be signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. Any Contract resulting from this Invitation to Bid shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Vendor from the Agreement shall lie in Knox County, Tennessee.
32. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may

arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:

- A. **Commercial General Liability Insurance;** occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than two million dollars (\$2,000,000) each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than three million dollars (\$3,000,000).

Such insurance shall:

(a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.

(b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

- B. **Automobile Liability Insurance;** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

- C. **Workers' Compensation Insurance.** Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

**D. Other Insurance Requirements.** Contractor shall:

- Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville; P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City.

Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

- All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

33. The successful proposer will be required to sign a contract which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

**CITY OF KNOXVILLE  
BID FORM**

TO: Purchasing Division  
City of Knoxville  
Suite 667-674  
City/County Building  
400 Main Street  
Knoxville, TN 37902

Having carefully examined the specifications entitled “**Flagging and Traffic Control Services**” to open on **July 1, 2020**, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following sum:

ITEM	DESCRIPTION	HOURLY RATE (Per Flagger)
1.	Traffic Control Person – Monday to Friday	\$ _____
2.	Traffic Control Person – Saturday or Sunday	\$ _____
3.	After Hours Call-Out Emergency Traffic Control Services	\$ _____

**EQUIPMENT:**

4.	Truck with Arrow Board and Operator (Including all signs, delineators, barriers, cones, etc.)	\$ _____
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Note: The City’s requirement is that all signs commonly used for work zone setup in urban areas be included in the rate for a truck with arrow board.

5.	Portable Message Board	\$ _____
6.	Portable Arrow Board	\$ _____
7.	Towable, Mobile Message Board Sign	\$ _____
8.	Type 1 Barricades	\$ _____
9.	Type 2 Barricades	\$ _____
10.	Type 3 Barricades	\$ _____
11.	4’ Channelizer cones with rubber bases	\$ _____



12. Flashing stop/slow paddles for fog and low light conditions \$ \_\_\_\_\_

OPTIONAL ITEMS:

Cost of Traffic plans \$ \_\_\_\_\_

Are there other rates not included in this table Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide a separate list of rates for other types of services, closures or devices.

**NOTE: THE CITY DOES NOT ALLOW FUEL SURCHARGES AND PARKING FEES. THE CITY DOES NOT ACCEPT INVOICING FOR OVERTIME PAY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO STAFF ACCORDINGLY. THE RATES QUOTED ARE TO INCLUDE ALL CHARGES ASSOCIATED WITH REQUESTED SERVICES.**

EQUIPMENT AND VEHICLES

List the Proponent's vehicles and equipment both owned or leased that would be used in providing the services. Demonstration of the equipment and vehicles offered may be required and must comply in all respects with all applicable federal, state and local rules and regulations, and meet all applicable requirements of the Manual on Uniform Traffic Control Devices and Work Signs.

Firm Name: \_\_\_\_\_

Official Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DUNS #: \_\_\_\_\_

Business License Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
(By)

\_\_\_\_\_  
(Name Typed)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is owner, partner, officer, representative, or agent of \_\_\_\_\_ , the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, firm, or person to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

My commission expires: \_\_\_\_\_

# IRAN DIVESTMENT ACT

## Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List of persons pursuant to Tenn. Code Ann. 12-12-106 Iran Divestment Act updated 7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.pdf)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

### NOTARY PUBLIC:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

# DRUG-FREE WORKPLACE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of \_\_\_\_\_, the firm that has submitted the attached Proposal, his or her title being \_\_\_\_\_ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-101 et. seq., have been met and implemented.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Title \_\_\_\_\_

My Commission expires \_\_\_\_\_

# DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2020 goal is to conduct 4.82% of its business with minority-owned businesses, 10.73% of its business with woman-owned businesses, and 33.94% with small businesses.

While the City cannot engage (pursuant to state law) in preferential proposaling practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-proposals and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

## CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

**Subcontractor/Consultant Statement**  
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We \_\_\_\_\_ do certify that on the  
(Bidder/Proposer Company Name)

\_\_\_\_\_  
(Project Name)  
\$ \_\_\_\_\_  
(Amount of Bid)

**Please select one:**

**Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ \_\_\_\_\_.  
Estimated Amount of Subcontracted Service

<b>Diversity Business Enterprise Utilization</b>			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

**Option B: Intent to perform work “without” using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Representative)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

# Appendix



## Section 6E.02 High-Visibility Safety Apparel

### Standard:

01 For daytime and nighttime activity, flaggers shall wear high-visibility safety apparel that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Apparel and Headwear" (see [Section 1A.11](#)) and labeled as meeting the ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. The apparel background (outer) material color shall be fluorescent orange-red, fluorescent yellow-green, or a combination of the two as defined in the ANSI standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. The retroreflective safety apparel shall be designed to clearly identify the wearer as a person.

### Guidance:

02 For nighttime activity, high-visibility safety apparel that meets the Performance Class 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Apparel and Headwear" (see [Section 1A.11](#)) and labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure should be considered for flagger wear.

### Standard:

03 When uniformed law enforcement officers are used to direct traffic within a TTC zone, they shall wear high-visibility safety apparel as described in this Section.

### Option:

04 In lieu of ANSI/ISEA 107-2004 apparel, law enforcement personnel within the TTC zone may wear high-visibility safety apparel that meets the performance requirements of the ANSI/ISEA 207-2006 publication entitled "American National Standard for High-Visibility Public Safety Vests" (see [Section 1A.11](#)) and labeled as ANSI 207-2006.

## Section 6E.03 Hand-Signaling Devices

### Guidance:

01 The STOP/SLOW paddle should be the primary and preferred hand-signaling device because the STOP/SLOW paddle gives road users more positive guidance than red flags. Use of flags should be limited to emergency situations.

### Standard:

02 The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. STOP/SLOW paddles shall be at least 18 inches wide with letters at least 6 inches high. The STOP (R1-1) face shall have white letters and a white border on a red background. The SLOW (W20-8) face shall have black letters and a black border on an orange background. When used at night, the STOP/SLOW paddle shall be retroreflectorized.

### Guidance:

03 The STOP/SLOW paddle should be fabricated from light semi-rigid material.

### Support:

04 The optimum method of displaying a STOP or SLOW message is to place the STOP/SLOW paddle on a rigid staff that is tall enough that when the end of the staff is resting on the ground, the message is high enough to be seen by approaching or stopped traffic.

### Option:

05 The STOP/SLOW paddle may be modified to improve conspicuity by incorporating either white or red

flashing lights on the STOP face, and either white or yellow flashing lights on the SLOW face. The flashing lights may be arranged in any of the following patterns:

- A. Two white or red lights, one centered vertically above and one centered vertically below the STOP legend; and/or two white or yellow lights, one centered vertically above and one centered vertically below the SLOW legend;
- B. Two white or red lights, one centered horizontally on each side of the STOP legend; and/or two white or yellow lights, one centered horizontally on each side of the SLOW legend;
- C. One white or red light centered below the STOP legend; and/or one white or yellow light centered below the SLOW legend;
- D. A series of eight or more small white or red lights no larger than 1/4 inch in diameter along the outer edge of the paddle, arranged in an octagonal pattern at the eight corners of the border of the STOP face; and/or a series of eight or more small white or yellow lights no larger than 1/4 inch in diameter along the outer edge of the paddle, arranged in a diamond pattern along the border of the SLOW face; or
- E. A series of white lights forming the shapes of the letters in the legend.

**Standard:**

**06 If flashing lights are used on the STOP face of the paddle, their colors shall be all white or all red. If flashing lights are used on the SLOW face of the paddle, their colors shall be all white or all yellow.**

**07 If more than eight flashing lights are used, the lights shall be arranged such that they clearly convey the octagonal shape of the STOP face of the paddle and/or the diamond shape of the SLOW face of the paddle.**

**08 If flashing lights are used on the STOP/SLOW paddle, the flash rate shall be at least 50, but not more than 60, flashes per minute.**

**09 Flags, when used, shall be red or fluorescent orange/red in color, shall be a minimum of 24 inches square, and shall be securely fastened to a staff that is approximately 36 inches in length.**

*Guidance:*

*10 The free edge of a flag should be weighted so the flag will hang vertically, even in heavy winds.*

**Standard:**

**11 When used at nighttime, flags shall be retroreflectorized red.**

*Option:*

*12 When flagging in an emergency situation at night in a non-illuminated flagger station, a flagger may use a flashlight with a red glow cone to supplement the STOP/SLOW paddle or flag.*

**Standard:**

**13 When a flashlight is used for flagging in an emergency situation at night in a non-illuminated flagger station, the flagger shall hold the flashlight in the left hand, shall hold the paddle or flag in the right hand as shown in [Figure 6E-3](#), and shall use the flashlight in the following manner to control approaching road users:**

- A. To inform road users to stop, the flagger shall hold the flashlight with the left arm extended and pointed down toward the ground, and then shall slowly wave the flashlight in front of the body in a slow arc from left to right such that the arc reaches no farther than 45 degrees from vertical.

- B. To inform road users to proceed, the flagger shall point the flashlight at the vehicle's bumper, slowly aim the flashlight toward the open lane, then hold the flashlight in that position. The flagger shall not wave the flashlight.**
- C. To alert or slow traffic, the flagger shall point the flashlight toward oncoming traffic and quickly wave the flashlight in a figure eight motion.**