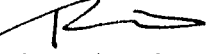



**PUBLIC WORKS DEPARTMENT  
MEMORANDUM # 2013 – 08**

**DATE:** January 28, 2013  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** David H. Willett, Acting City Manager   
Norm Bell, Public Works Department – Operations Superintendent   
**SUBJECT:** CR – 12; 2013 Traffic Signal Maintenance Contract – WL Contractors, Inc.

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**BACKGROUND**

The Traffic Signal Maintenance contract consists of preventative maintenance work and emergency work such as repairs required during vehicle crashes, adverse weather, and equipment failures. The contract for 2011 is for a two year fixed price contract (2011 and 2012), with a maximum of three one-year extensions (2013, 2014, and 2015) at a price rate increase equal to the Denver-Boulder-Greeley Consumer Price Index. The Denver-Boulder-Greeley Consumer Price Index is 1.8% for 2013.

The 2011 contract was awarded to WL Contractors, Inc (WL) and staff would like to extend the contract for 2013. WL has proposed that 2012 prices remain in effect for 2013 with no increases. Two copies of the standard construction agreement are attached. Exhibit B reflects the 2012 pricing still in effect for 2013.

**BUDGET/TIME IMPLICATIONS**

The proposed project would be funded out of the 2013 General Fund Operating Budget, Engineering Division/Property Services.

**RECOMMENDATION**

Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to execute a contract between the City of Northglenn and WL Contractors, Inc. for the 2013 Traffic Signal Maintenance Contract in the amount not to exceed \$70,000.00.

Staff recommends approval of the proposed Resolution.

**STAFF REFERENCE**

Norm Bell, Public Works Operations Superintendent  
Laurie Clark, P.E., Transportation Engineer

[nbell@northglenn.org](mailto:nbell@northglenn.org) or 303.450.4005  
[lclark@northglenn.org](mailto:lclark@northglenn.org) or 303.450.8835

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-12  
Series of 2013

\_\_\_\_\_  
Series of 2013

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND W.L. CONTRACTORS, INC. FOR TRAFFIC SIGNAL MAINTENANCE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between the City of Northglenn and W.L. Contractors, Inc., attached hereto, in an amount not to exceed \$70,000.00 for the 2013 Traffic Signal Maintenance Program is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and WL Contractors, Inc. (hereinafter referred to as "Consultant").

**RECITALS:**

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

**II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

**III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed seventy thousand dollars (\$70,000.00 ). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by

Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good

standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

#### **VIII. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

## **IX. INDEMNIFICATION**

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

## X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured

endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn  
Attn: Terrie Pineda  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

## **XI. NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

## **XII. TERMINATION**

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of



set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

### **XIII. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

### **XIV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

### **XV. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

### **XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

### **XVII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

### **XVIII. SUBJECT TO ANNUAL APPROPRIATION**

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated..

**XIX. NOTICE**

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

Consultant: WL Contractors, Inc.  
5920 Lamar Street  
Arvada, CO 80003

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Joyce Downing Date

Mayor  
Title

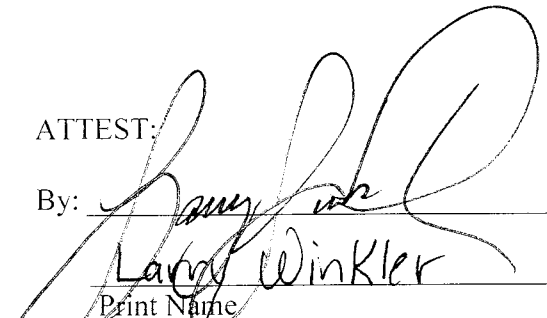
ATTEST:

\_\_\_\_\_  
Johanna Small, CMC Date  
City Clerk

APPROVED AS TO FORM:

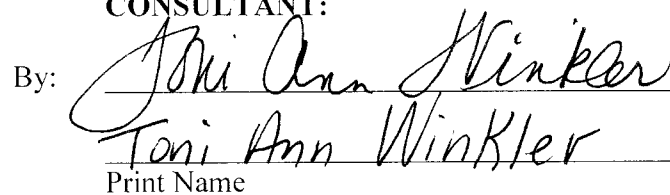
\_\_\_\_\_  
Corey Y. Hoffmann Date  
City Attorney

ATTEST:

By:   
\_\_\_\_\_  
Larry Winkler  
Print Name

Secretary \_\_\_\_\_ 01-08-2013  
Title Date

**CONSULTANT:**

By:   
\_\_\_\_\_  
Toni Ann Winkler  
Print Name

President \_\_\_\_\_ 01-08-2013  
Title Date

Name of City's Project Manager  
Laurie Clark

## Reporting and Monitoring

### Daily System Checks:

W.L. Contractors, Inc. understands that a traffic signal system is only beneficial if communications are operational, and if the stored data is accurate. As such, in 1998, W.L. Contractors, Inc. installed the hardware, software, and communications necessary to complete daily system checks of our customer's systems.

In 2004, we realized the need to continue forward with this effort, use automated commands to simplify daily checks, and use maintenance technicians to verify the data received as a result of the automated checks.

The purpose of daily system checks is to better assist our customer, in preparing for emergencies as they arise. Should a signal controller's program be lost or corrupted, it is essential that *correct* signal operation be restored as quickly as possible for the safety of the public. Through daily system checks and reporting, W.L. Contractors, Inc. can help to ensure the viability of signal communications as well as the accuracy of the city's traffic signal system database. As such, controller programs and signal operation can be restored quickly and accurately. Through these efforts, it may be possible for W.L. Contractors, Inc. to assist in reducing the city's liability.

As part of the daily system checks, W.L. Contractors, Inc.:

- Checks communications to ensure signal communications are available.
- Reviews daily reports generated by the system checks to quickly determine the signals at which timing changes had occurred since the last check.
- Assists the city engineer in determining the validity of signal timing changes.
- Creates modified reports to keep the city informed of all observances and situations and emails these reports to the city's traffic engineer on a daily basis.

Additionally, as part of the real-time monitoring of the traffic signals, W.L. contractors has programmed the master controllers to send critical alarms back to our TOC. Through automated routines, our system can receive alarms from the master controllers and generate pages to our technician which notify our technician of the traffic signal controller's flash status. With reporting and paging being completed within two minutes of the traffic signal entering into flash, our technicians can quickly and accurately respond when signals enter into a flash condition. Through these efforts, it may be possible for W.L. Contractors, Inc. to assist in reducing the city's liability.

Daily system checks are completed at no additional cost to the city. Charges to the city only occur if and when W.L. Contractors, Inc. is required to complete additional or extra work resulting from the daily system checks. In those instances, labor rates are charged as per the hourly rates defined in the "Fee Schedule" included as part of our RFP response.

**Work Progress Tracking System:**

W.L. Contractors, Inc. created WL-Online three years ago. WL-Online is our real-time, paperless work progress tracking system that saves you time, money, and allows you to manage the work we do for you at an unprecedented level. Combined with our daily systems monitoring, W.L. Contractors, Inc. provides the fastest, most effective, and most transparent maintenance in Colorado.

Through WL-Online, W.L. Contractors, Inc. records when a trouble call request and/or extra work requests are issued; date and time. The issuing agency, contact person, and phone number. The trouble call and/or extra work request details. The W.L. Contractors, Inc. technician assigned to complete the repairs and/or extra work.

Once the repairs and/or extra work have been completed, technicians record the time and date that they arrived on site, what they found, the repairs and/or extra work they completed, the materials they used, and the time and date they completed the work.

Features of W.L. Online include:

- An unlimited number of user accounts.
- Security with hidden user defined passwords.
- 24/7 access to database information.
- Personalized user settings which allow for the customer to receive automatic email notifications of trouble calls and extra work as requests are queued in our database, and as repairs and/or extra work are completed.
- Query tools that allow the customer to conduct research and generate reports on their traffic signal histories.
- Query tools that allow our technicians to conduct extended research on traffic signal histories for all customers.

Through the use of WL-Online, the city may realize the following benefits:

- ***Time and money savings can be realized by reducing the amount of traditional communication***, like phone calls and city generated emails, to check on the status of trouble calls and extra work requests.

W.L. Contractor's, Inc. has provided our maintenance technicians with secure, wireless laptops which enable them to view and enter data directly from the job site and keep the status information real-time. Through these services, W.L. Contractors, Inc. provides the fastest, most effective, and most transparent maintenance in Colorado while limiting administrative costs for both the city and ourselves.

- ***Improved monitoring of a projects progress***, to determine when a project approaches key points and site visits are required, and to monitor W.L. Contractor's, Inc. response time to trouble reports and ensure that we meet contract requirements.

- *Use W.L. Contractors', Inc. database as a tool to better control the maintenance budget.* As our database presently spans more than five years and includes the ability to run electronic queries on database data, queries may assist the city's traffic engineer in determining signal fault trends early on. As such, major signal failures may be avoided, and budgetary focus may better be placed on areas requiring additional attention. With the growth of the database through expanded years of service, trend data may be more precise, limiting the city's liability.

Through WL-Online, The City of Northglenn maintains the greatest control, limits their liability, and improves in the coordination between the city and W.L. Contractors, Inc. Access is secure, proven, and reliable with all system access being provided through the internet. Access has been provided to the city at no cost and shall continue as such while W.L. Contractors, Inc. retains The City of Northglenn's maintenance contract.

W.L. Contractors, Inc. employs a full time programmer. We continually strive to expand and add functionality to the system to ensure that our customers are kept up to date with operations. We encourage our customers to provide feedback, both positive and negative, regarding the site. A demonstration of WL-Online is available upon request.

## **Value Added:**

### **Service Maintenance Options:**

Throughout this RFP response, W.L. Contractors, Inc. has noted the fees associated with specific preventive maintenance procedures. In some circumstances, agencies may elect to pay for these procedures at straight hourly rates. W.L. Contractors is available to proceed with the contract in either fashion with the city making final decisions prior to the start of the contract.

W.L. Contractors, Inc has also listed additional maintenance procedures which, at this time, are not included as part of the city's standard maintenance procedures. These services have been listed as a means to present the city with additional options as the city grows and as additional equipment is installed.

### **Periodic Reports:**

With the use of WL-Online, W.L. Contractors, Inc. has the capability to thoroughly review all trouble call and extra work completion records in relation to the city's traffic signals and traffic system as a whole. When these records span the previous 12 months and are analyzed, W.L. Contractors, Inc. is better able to pinpoint specific historic problem areas, assess existing conditions of the individual signals and system, and define beneficial and/or required signal and system upgrades. This analysis ensures that special attention is paid to upgrades completed during the said 12 month period. A report can be provided to the city which outlines specific areas of concern, defines solution options for repetitive problems, defines relevant upgrade options, and provides recommendations by W.L. Contractors, Inc. Assessment of the apparent effectiveness of upgrades completed during the said 12 month period can also be provided.

When requested, this analysis can help the city to determine where existing funding may best be spent, and determine additional funding requirements for the upcoming fiscal year.

Periodic reports shall only be generated at the city's request with labor costs being charged at the "Hourly Rates" as defined on the "Fee Schedule" included as part of our RFP response.

### **Application of Technology Enhancements:**

W.L. Contractors, Inc. continues to research, test, and review new products and research new technology to determine how it best fits into today's and tomorrow's traffic system environment. Areas in which these newer technologies have been used include:

#### **Secure Traffic Operations Center (TOC):**

W.L. Contractors, Inc. recognizes the need to protect signal system access and the city's data. As such, W.L. Contractors, Inc. has installed electronic security which limits TOC access to only those personnel who require it. Specifications regarding TOC security shall be provided to the city upon request.

As part of our TOC, W.L. Contractors has installed GPS hardware and software. With this technology in place, W.L. Contractors is able to better track and mobilize employees and equipment as needed to best respond to emergencies.

W.L. Contractors has also installed a WWV time sync. Through our TOC's time sync, signal system servers, and signal system software, W.L. Contractors, Inc. is able to sync Master and Local controller's time of day and ensure that coordination is maintained at agency boundaries.

Wireless Laptop Computers:

Wireless laptop computers have been issued to each of our employees within our maintenance department who have been delegated to this contract.

Through these laptops and W.L.-Online, employees can view and complete work request on location, review historic signal and repair information, and gain remote access to the city's traffic signals and traffic signal system. As with the TOC, multi-layer security has been put in place to secure this access, protect the signal system, and protect the city's data.

Benefits realized as a result of the use of wireless laptops include minimizing the chance that unsuccessful repair procedures are duplicated when failures are repetitive in nature, minimizing the time and number of personnel required when dealing with communication failures, the ability to remotely command signal downloads of accurate timing data when controller replacements are required. Cost savings and liability reduction can be realized across the board.

Contract Renewal Incentives:

W.L. Contractors, gives the city the option to renew the contract annually at mutually agreed upon pricing.

Training:

While technology, traffic systems, and ITS systems continue to evolve, we understand the need to keep our technicians trained in the latest technology, and the need to train new employees to ensure we constantly meet and exceed customer's goals and expectations.

Through W.L. Contractors, Inc. and the U.S. Department of Labor's 5 year Traffic Signal Apprenticeship program, we are able to continually train our employees, providing them the knowledge and understanding required to remain current with today's technology, and ensure that required I.M.S.A. certifications are maintained.

**Additional Employees and Company Abilities:**

W.L. Contractors, Inc. realizes the need for specific licenses and abilities as part of today's traffic signal industry. Although not specifically called for in the city's RFP, W.L. Contractors, inc. employs the following:

**Traffic Engineer:**

W.L. Contractors works with Traffic Engineer, Fred Lantz of "Lantz and Associates", to assist as needed on projects as required and requested by the county.

**Master Electrician(s):**

W.L. Contractors, Inc. employs both Master Electricians and Journeyman Electricians to assist with electrical services and the pulling of electrical permits as required and requested by the city.

**Fiber Technicians:**

W.L. Contractors, Inc. employs fiber optic technicians to complete new fiber installations and fiber repairs as projects required and as requested by the city.

**Safety Manager:**

W.L. Contractors, Inc. recognizes the need to ensure that our technicians and crews work safely and meet state and federal safety regulations while working in your area. To this end, we employ a full time safety manager to assist in keeping us up-to-date on new regulations, monitor current operations, define safety standards, train new employees, and complete field spot checks as projects and operations progress.

W.L. Contractors, Inc. has established safety rules and guidelines in compliance with the requirements of the MUTCD, OSHA, and state and federal regulations. Our safety rules and guidelines are defined in W.L. Contractors, Inc. 220 page safety manual. A copy of our safety manual shall be provided for review upon request.

**Spare Inventory of Material and Parts:**

W.L. Contractors, Inc. stocks materials and parts as may be needed for normal repair of the traffic control equipment. In addition, W.L. Contractors, Inc. stocks the necessary controllers, poles, signals and parts necessary to restore an intersection to an operating condition on an emergency basis.

**Mast Arm Inspections.**

W.L. Contractors, Inc. has had the opportunity to work with agencies including Arapahoe County, Douglas County, Jefferson County, the City of Littleton, the City of Centennial, and the City of Arvada to complete detailed inspections of poles and mast-arms to determine structures which showed cracks and damage to the structure and to the associated welds which were not visible with the naked eye. Through established relationships with certified engineering firms, we are able to extend this option to the city on as as-needed and as-requested basis.



TRAFFIC SIGNALS				
Item #	Intersection Location	Unit	Maintenance Cost	
			Monthly	Annual
1	104TH & BANNOCK/MARKETPLACE	EA	\$55.00	\$660.00
2	104TH & BROADSTONE	EA	\$55.00	\$660.00
3	104TH & GRANT	EA	\$55.00	\$660.00
4	104TH & HURON	EA	\$55.00	\$660.00
5	104TH & I-25 E Ramp	EA	\$55.00	\$660.00
6	104TH & I-25 W Ramp	EA	\$55.00	\$660.00
7	104TH & IRMA	EA	\$55.00	\$660.00
8	104TH & LIVINGSTON	EA	\$55.00	\$660.00
9	104TH & MARION	EA	\$55.00	\$660.00
10	104TH & MELODY	EA	\$55.00	\$660.00
11	104TH & QUIVAS	EA	\$55.00	\$660.00
12	104TH & URA	EA	\$55.00	\$660.00
13	104TH & WASHINGTON	EA	\$55.00	\$660.00
14	112TH & IRMA	EA	\$55.00	\$660.00
15	120TH & CLAUDE CT	EA	\$55.00	\$660.00
16	120TH & IRMA	EA	\$55.00	\$660.00
17	COMMUNITY CENTER & MALLEY	EA	\$55.00	\$660.00
18	HURON & 100TH PL	EA	\$55.00	\$660.00
19	HURON & 102ND	EA	\$55.00	\$660.00
20	HURON & 106TH	EA	\$55.00	\$660.00
21	HURON & 112TH	EA	\$55.00	\$660.00
22	HURON & 114TH	EA	\$55.00	\$660.00
23	HURON & 116TH	EA	\$55.00	\$660.00
24	HURON & 97TH	EA	\$55.00	\$660.00
25	HURON & KENNEDY	EA	\$55.00	\$660.00
26	IRMA & MURIEL	EA	\$55.00	\$660.00
27	MALLEY & GRANT	EA	\$55.00	\$660.00
28	MALLEY & HIGHLINE	EA	\$55.00	\$660.00
29	MELODY & 105TH	EA	\$55.00	\$660.00
30	WASHINGTON & 112TH	EA	\$55.00	\$660.00
31	WASHINGTON & 117TH	EA	\$55.00	\$660.00
32	WASHINGTON & GARLAND	EA	\$55.00	\$660.00
33	WASHINGTON & MALLEY	EA	\$55.00	\$660.00
34	WASHINGTON & MURIEL	EA	\$55.00	\$660.00
35	WASHINGTON & SYLVIA	EA	\$55.00	\$660.00
36	HURON & 110TH/HIGHLINE DR	EA	\$55.00	\$660.00
<b>Subtotal Annual Traffic Signal Maintenance Amount</b>				<b>\$23,760.00</b>

<b>SCHOOL ZONE FLASHERS</b>				
<b>Item #</b>	<b>Flasher Location</b>	<b>Unit</b>	<b>Maintenance Cost</b>	
			<b>Monthly</b>	<b>Annual</b>
1	112TH & LARSON (EB)	EA	\$7.00	\$84.00
2	112TH & LARSON (WB)	EA	\$7.00	\$84.00
3	CROKE & 102ND (NB)	EA	\$7.00	\$84.00
4	CROKE & 103RD (SB)	EA	\$7.00	\$84.00
5	GRANT & GARLAND (NB)	EA	\$7.00	\$84.00
6	GRANT & GARLAND (SB)	EA	\$7.00	\$84.00
7	GRANT & MURIEL (EB)	EA	\$7.00	\$84.00
8	GRANT & MURIEL (NB)	EA	\$7.00	\$84.00
9	GRANT & MURIEL (SB)	EA	\$7.00	\$84.00
10	HURON & KENNEDY (EB)	EA	\$7.00	\$84.00
11	HURON & KENNEDY (NB)	EA	\$7.00	\$84.00
12	HURON & KENNEDY (SB)	EA	\$7.00	\$84.00
13	HURON & KENNEDY (WB)	EA	\$7.00	\$84.00
14	LEROY & CORING (WB)	EA	\$7.00	\$84.00
15	LEROY & CORING (NB)	EA	\$7.00	\$84.00
16	LEROY & MARION (EB)	EA	\$7.00	\$84.00
17	LOREN & CORING (SB)	EA	\$7.00	\$84.00
18	MALLEY & FOWLER (WB)	EA	\$7.00	\$84.00
19	MALLEY & LARSON (EB)	EA	\$7.00	\$84.00
20	MURIEL & PEARL (WB)	EA	\$7.00	\$84.00
21	ROSEANNA & CLAIRE (EB)	EA	\$7.00	\$84.00
22	ROSEANNA & BREWER (WB)	EA	\$7.00	\$84.00
<b>Subtotal Annual School Flasher Maintenance Amount</b>				<b>\$1,848.00</b>

<b>Total Annual Maintenance Amount</b>	<b>\$25,608.00</b>
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MISCELLANEOUS ITEMIZED WORK			
Item #	Work Item	Unit	Cost
1	I/O Traffic Signal Pole (one mast arm)	EA	\$1,500.00
2	I/O Traffic Signal Pole (two mast arm)	EA	\$2,250.00
3	I/O Pedestrian Pole	EA	\$745.00
4	F/I Pedestrian Pole	EA	\$1,232.00
5	I/O Pedestrian Signal (16 in) to include foundation	EA	\$175.00
6	F/I Pedestrian Signal (16 in) to include foundation	EA	\$615.00
7	F/I Pedestrian Button & Sign	EA	\$115.00
8	I/O Traffic Control Sign	EA	\$175.00
9	F/I 12-12-12 Signal Head (astro/BP - overhead)	EA	\$750.00
10	F/I 12-12-12 Signal Head (SOP)	EA	\$725.00
11	F/I 12-12-12-12-12 Signal Head (astro BP-overhead)	EA	\$1,095.00
12	F/I 12-12-12-12-12 Signal Head (SOP)	EA	\$1,095.00
13	F/I Econolite ASC/2 Controller and Econolite Cabinet w/base	EA	\$13,675.00
14	I/O Econolite Cabinet (non-emergency)	EA	\$1,875.00
15	F/I 6'x40' Detector Loop	EA	\$750.00
16	F/I 6'x6' Sampling Loop	EA	\$300.00
17	F/I Loop Lead-in	EA	\$1.35
18	F/I Water Valve Pull Box (box pricing only, excludes conduit)	EA	\$275.00
19	F/I Plastic Pull Box (Large)	EA	\$325.00
20	F/I Quazite Pull Box (Large)	EA	\$515.00
21	F/I 2 in Conduit (dirt trench)	LF	\$9.00
22	F/I 2 in Conduit (concrete/asphalt trench)	LF	\$21.00
23	F/I 2 in Conduit (bore)	LF	\$11.00
24	F/I 3 in Conduit (dirt trench)	LF	\$11.00
25	F/I 3 in Conduit (concrete/asphalt trench)	LF	\$23.00
26	F/I 3 in Conduit (bore)	LF	\$14.00
27	F/I Telemetry Hardwire (overhead)	LF	\$4.50
28	F/I Telemetry Hardwire (dirt trench)	LF	\$6.00
29	F/I Telemetry Hardwire (concrete/asphalt trench)	LF	\$19.00
30	F/I Telemetry Hardwire (bore)	LF	\$12.00
31	Paint Controller Cabinet	EA	\$250.00
32	Paint Traffic Signal Pole	EA	\$550.00
33	Paint Mast Arm	EA	\$550.00
34	F/I School Flasher incl. Timer	EA	\$3,975.00
35	School Flasher Maintenance	EA	\$84.00
36	Signal Pole Structural Evaluation	EA	\$950.00
37	Signal Mast Arm Structural Evaluation	EA	\$950.00

All items to be complete in place.

I/O – Install only, City will provide traffic control items.

F/I – Furnish and install, Contractor to provide all labor, equipment and traffic control items.

<b>HOURLY EQUIPMENT</b>			
<b>Item #</b>	<b>Equipment Description</b>	<b>Unit</b>	<b>Cost</b>
1	Service Truck (pickup or van)	HR	\$12.00
2	Bucket Truck	HR	\$25.00
3	Boom Truck	HR	\$25.00
4	Trencher (Dirt)	HR	\$10.00
5	Trencher (concrete or asphalt)	HR	\$15.00
6	Mole	HR	\$3.00
7	Auger (up to 36" diameter)	HR	\$35.00

Rates apply for total operating costs.

All trenching and excavation rates shall include restoration with same material(s) as previously in place.

<b>HOURLY PERSONNEL</b>			
<b>Item #</b>	<b>Personnel Description</b>	<b>Unit</b>	<b>Cost</b>
1	Licensed Electrical Engineer	HR	\$125.00
2	Licensed Master Electrician	HR	\$55.00
3	Licensed Electronic Technician	HR	\$55.00
4	Traffic Signal Technician III	HR	\$55.00
5	Traffic Signal Technician III	HR	\$40.00
6	Traffic Signal Technician I	HR	\$35.00
7	Traffic Signal Trainee	HR	\$20.00
8	Semi-Skilled Trainee	HR	\$25.00
9	Laborer	HR	\$30.00

PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR  
CONTRACTING WITH AN ILLEGAL ALIEN

FROM: W. L. Contractors, Inc  
(Prospective Consultant)

TO: City of Northglenn  
PO Box 330061  
11701 Community Center Drive  
Northglenn, CO 80233

Project Name Traffic Signal Services

Bid Number \_\_\_\_\_

Project No. \_\_\_\_\_

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 8<sup>th</sup> day of January, 2013

Prospective Consultant W. L. Contractors, Inc

By: Joni Ann Stinkler

Title: President

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program)

*Toni Ann Winkler President*

I, of W.L. Contractors Inc., as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

*Toni Ann Winkler*  
Consultant Signature

01-08-2013  
Date

STATE OF COLORADO )  
) ss.  
COUNTY OF Jefferson )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 8<sup>th</sup> day of January, 2013 by Toni Ann Winkler as PRESIDENT of W.L. CONTRACTORS, INC

My commission expires: 3-16-15

(SEAL)

SALLY EARL  
NOTARY PUBLIC  
STATE OF COLORADO  
Expires: March 16, 2015

*Sally Earl*  
Notary Public