

CIP DESIGN AND ENGINEERING MEMORANDUM
#09-08

February 12, 2008

TO: Honorable Mayor Kathleen M. Novak and City Council members

FROM: William A. Simmons, City Manager *WAS*
Amy Ward, Acting CIP Design and Engineering Manager *AW*
Joliette Woodson, Civil Engineer II *JW*

SUBJECT: CR-23-2009, CDOT Traffic Control Device Maintenance Contract

RECOMMENDATION:

Attached to this memorandum is a Resolution which, if approved would authorize the Mayor to execute the attached Traffic Control Device Maintenance Contract Agreement between the City of Northglenn (City) and the Colorado Department of Transportation (CDOT). By way of this contract, CDOT will reimburse the City of Northglenn in the amount of \$2,245.92 each year to maintain the two signals at 104th Avenue and I-25. Staff recommends approval of the proposed resolution.

BACKGROUND:

As the State does not have the necessary equipment and manpower to operate and maintain all traffic control devices on all state highways, it often contracts with municipalities for maintenance of signals on state highways within the municipality's jurisdiction. CDOT currently has a contract with the City called the Senate Bill 8 Contract dated August 23, 1988 (#SC HAA 89-23) in which Northglenn maintains the signals at I-25 and 104th Avenue and CDOT reimburses the City on a monthly basis. The current contract is attached as a reference.

CDOT has been mandated by the State Controllers office to update these agreements and set them on a 5-year cycle. Staff has reviewed the proposed contract and has found the contract language to be acceptable and the monthly fee to be appropriate.

BUDGET/TIME IMPLICATIONS:

Failure to update the agreement could result in a delay in payment of monies due to the City.

STAFF REFERENCE:

If Council members have any comments or questions, they may contact Amy Ward, Acting Logistics Manager at award@northglenn.org, or (303) 450-8837.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-23
Series of 2009

Series of 2009

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF COLORADO FOR THE USE AND BENEFIT OF THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE CITY OF NORTHGLENN FOR TRAFFIC CONTROL DEVICE MAINTENANCE

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

Section 1. The Intergovernmental Agreement between the State of Colorado for the use and benefit of the Colorado Department of Transportation and the City of Northglenn for the maintenance of traffic control devices, attached hereto as Exhibit 1, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2009.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

NOW, THEREFORE, it is hereby agreed that:

1. The contract dated November 14, 1986, is hereby superseded and merged into this contract.
2. The State shall determine and identify any and all specific location(s) and type(s) of traffic control device(s) to be operated and maintained by the contractor pursuant to this contract. All such devices are described in Exhibit A, attached hereto and incorporated herein.
3. The contractor shall provide the manpower, equipment and services necessary to operate and maintain the traffic control devices listed on Exhibit A in a manner consistent with public safety on state highways within its jurisdictional limits.
4. The contractor may from time to time and only in consultation with the State, propose in writing other potential specific traffic control devices to be operated and maintained by the contractor during the term of this contract. If the State determines in writing that operation and maintenance of those devices by the contractor is appropriate, then this contract shall be supplemented by written mutual consent of the parties to add such devices to Exhibit A and to this contract.
5. The rates to be charged by the contractor under this agreement shall be as set forth in Exhibit B, attached hereto and made a part hereof. Provided, however, that the total charges to be paid by the State during each fiscal year beginning July 1 and ending June 30 of the following year shall not exceed \$3,000.00, without the benefit of a supplemental agreement executed prior to such express charges being incurred. The rates in Exhibit B shall remain constant throughout the term of this contract and shall be subject to State audit at any time during normal business hours. The contractor will bill the State monthly according to the rates as set forth in Exhibit B, and the State will pay such bills within 60 days.
6. The traffic control devices shall be operated and maintained by the contractor in conformance with applicable portions of

the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, referred to collectively as the "Manual" and incorporated herein by reference.

7. The State reserves the right to determine the quality and adequacy of the operation and maintenance by the contractor of the Exhibit A traffic devices under this contract. The State will notify the contractor in writing of any deficiency in the operation or maintenance of the traffic devices. The contractor shall correct any such deficiency within 24 hours of receipt of such notice in order to protect the safety of the traveling public. In the event the contractor, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to do the work to correct same or have the work done by others and to deduct the actual cost of such work from the subsequent payments to the contractor, or to bill the contractor for such work.
8. The contractor will maintain both operational and maintenance cost records as the parties hereto may from time to time agree upon as being necessary to determine the quality and adequacy of the control devices, both operationally and mechanically, to perform their intended function. Said records shall be available for review by the State during normal working hours.
9. The Division of Highways will, through its District Engineer, be responsible for monitoring this contract for the State. All correspondence and billings should be addressed to him. The District Engineer's address for this contract is:
G. V. Vidal, 2000 S. Holly St., Denver, CO 80222.
10. Pursuant to section 42-4-502(2), C.R.S., as amended, the State hereby grants permission to the contractor to maintain the traffic devices described in Exhibit A as required by the terms of this contract.
11. This contract shall remain in effect until terminated in writing by mutual consent of the parties. If the State or the contractor desires to change the monthly rates for

operation and maintenance as shown in Exhibit B, or to change the total charges for operation and maintenance as shown in paragraph No. 5 a supplemental agreement between the parties executed prior to the effective date of any such changes shall be necessary. Should any such changes be desired, a proposed written supplemental agreement incorporating such changes shall be provided to the appropriate representatives of both parties by the March 1 prior to the July 1 fiscal year date that such supplement would be effective.

12. The Special Provisions which are attached hereto are made a part of this contract.

IN WITNESS WHEREOF, the parties hereto have caused the foregoing contract to be executed the day and year first above written.

ATTEST:

Timothy J. Harris
CHIEF CLERK

STATE OF COLORADO
ROY ROMER, GOVERNOR

By *James E. Liebel*
for the Executive Director
STATE DEPARTMENT OF HIGHWAYS

APPROVED:
State Controller

By *James A. Stroop*
JAMES A. STROOP

DUANE WOODARD
Attorney General

By *Barry B. Ryan*
BARRY B. RYAN
Assistant Attorney General
Natural Resources Section

ATTEST:

By *Deanne D. Lewis*
Title *Deputy City Clerk*

CITY OF NORTHGLENN, COLORADO

By *[Signature]*
Title *Mayor*

EXHIBIT A

STATE HIGHWAY TRAFFIC SIGNALS MAINTAINED BY THE CITY OF NORTHGLENN

1. I-25 and 104th Avenue East Ramps
2. I-25 and 104th Avenue West Ramps

#4-33 (5/4/88)

CITY OF NORTHGLENN

DATE November 17, 1987

EXHIBIT "B" - RATES FOR TRAFFIC CONTROL DEVICES

1. Traffic Signals*	\$ <u>93.58</u>	per signal per month
2. Emergency Signals	\$ _____	per signal per month
3. Sampling Stations	\$ _____	per sampler location per month
4. Signing	\$ _____	per mile per month
5. Striping	\$ _____	per mile per month
6. Signing and Striping	\$ _____	per mile per month

* Maintenance of traffic signals includes painting of crosswalks and stop bars.

#1-15 5/6/87