


**PUBLIC WORKS DEPARTMENT  
MEMORANDUM # 2016 – 04**

DATE: January 11, 2016

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: David H. Willett, Acting City Manager/Director of Public Works 

SUBJECT: Council Resolution 08  
2016 Traffic Signal Maintenance Contract – Sturgeon Electric Company, Inc.

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**BACKGROUND**

The Traffic Signal Maintenance contract consists of preventative maintenance work such as a biannual evaluation of signal maintenance needs, daily system checks, and the replacement of signal bulbs throughout the City. This contract will cover the aforementioned preventative maintenance for the 38 traffic signals and 22 school zone flashers that will be in operation throughout the city of Northglenn in 2016.

The City publicly solicited proposals for the 2016 Traffic Signal Maintenance contract on October 21, 2015. On November 19, the City received one proposal for the program which was submitted by the Sturgeon Electric Company, Inc. Two other eligible contractors chose not to submit proposals for this program. After reviewing the contractor's qualifications and proposal, Sturgeon Electric Company, Inc. has been deemed competent and their proposal acceptable.

**BUDGET/TIME IMPLICATIONS**

Preventative maintenance work under this contract will be funded from the 2016 General Fund Operating Budget – Public Works/Engineering Division/Property Services.

|  |               |
|--|---------------|
| Traffic Signal Maintenance Program Bid | (\$86,880.00) |
| Contingency (10%)                      | (\$8,688.00)  |

**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 **Sturgeon Electric Company, Inc.** for the 2016 Traffic Signal Maintenance Contract in the amount of **\$86,880.00**; and
2. Authorize the City Manager, on behalf of the City, to approve changes in the scope of work and execute relevant change orders up to the approved expenditure limit of **\$95,568.00**.

Staff recommends approval of the proposed Resolution.

**STAFF REFERENCE**

Kent Kisselman, PE – Engineering Manager      [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org)      303.450.4005  
Kyle Kammermeier, EIT – Civil Engineer I      [kkammermeier@northglenn.org](mailto:kkammermeier@northglenn.org)      303.450.8835

**ATTACHMENTS**

- Resolution
- Contract

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-8  
Series of 2016

\_\_\_\_\_  
Series of 2016

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND STURGEON ELECTRIC COMPANY, 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 Sturgeon Electric Company, Inc., attached hereto, in the amount of \$86,880.00, with a ten percent (10%) contingency of \$8,688.00, for a total amount not to exceed \$95,568.00 for the 2016 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Sturgeon Electric Company, Inc. (hereinafter referred to as "Contractor").

**RECITALS:**

A. The City requires professional services.

B. Contractor 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 Contractor shall provide to the City, professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Contractor 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 Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor 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 Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

**III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that the Contractor'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 Contractor, the City shall pay Contractor an amount not to exceed eighty six thousand eight hundred eighty dollars (\$86,880.00). 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 Contractor in performing all services hereunder.

B. Contractor 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 Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor 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 Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor 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 Contractor 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, Contractor 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, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor 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 Contractor's certification that services required herein by Contractor 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, Contractor 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 Contractor 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 Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit 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. Contractor 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 Contractor 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. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor 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 Contractor 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, Contractor 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 Contractor 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. Contractor 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 Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor 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. Contractor 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 Contractor 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, Contractor shall:

a. Notify the subcontractor and the City within three (3) days that Contractor 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 Contractor 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. Contractor 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 Contractor is complying with the terms of this Agreement.

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

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor 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 Contractor 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 Contractor, 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 Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor 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 Contractor 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 Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor 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: Contractor 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 Contractor 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. Contractor 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 Contractor 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.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor

is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

**X. INSURANCE**

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained 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 the Contractor 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. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

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 on projects over \$1,000,000 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 Contractors as additional insureds. Every policy required above shall be excess and not contributory insurance to that provided by Contractor. 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. Contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor 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 three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §§ 24-10-101, et seq., 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 Contractor 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 Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor 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 Contractor.

**XIII. CONFLICT OF INTEREST**

The Contractor 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**

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor 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 Contractor 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 of 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 Contractor 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

Contractor: Sturgeon Electric Company, Inc.  
12150 E. 112th Ave.  
Henderson, CO 80640

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

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Name Date

ATTEST:

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

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

**CONTRACTOR:**  
By: Jim Bushnell

ATTEST:

By: Kari R. Nielsen  
Kari R. Nielsen

\_\_\_\_\_  
Print Name  
1/5/16

\_\_\_\_\_  
Print Name  
Admin Assistant Date  
Title Date

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
City's Project Manager



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## **EXHIBIT A – PROJECT OVERVIEW, PROPOSAL REQUIREMENTS, SCOPE OF SERVICES - REVISED**

### **I. PROJECT OVERVIEW**

The City of Northglenn (City) is seeking proposals from qualified firms (Contractors) to provide annual traffic signal maintenance and on-call emergency response for traffic signals and school zone flashers located throughout the City. The City operates 38 signals and 20 school zone flashers. Final selection will not be based on cost alone. The City operates the signals on an Aeries system through dial-up connections.

To complete these objectives the City will require the following services:

- A. BIENNIAL MAINTENANCE PROGRAM
- B. DAILY SYSTEM CHECKS
- C. ANNUAL LAMP REPLACEMENT PROGRAM

### **II. TERM OF CONTRACT**

Initial contract term will be for one (1) year terminating on December 31, 2016. Prior to the end of the contract period, the City may request a one-year contract extension. The second contract period will be subject to appropriations and approval of the City Council. Contract prices would be allowed to increase at a rate equal to the Denver-Boulder C.P.I (Consumer Price Index) or a rate mutually agreed to by both parties. If mutually agreeable to both parties, this extension could occur a maximum of five (5) one year extensions. If the parties fail to agree on terms of the extension(s), the contract would terminate. A sample agreement has been attached for the contractor to review prior to submitting a proposal. The City will not negotiate the contract after the bid submittal has been made.

### **III. SCOPE OF SERVICES**

#### **A. BIENNIAL MAINTENANCE PROGRAM**

- The contractor shall complete the following items at all traffic signals and school zone flasher locations every six (6) months. The first maintenance work period will be from January 1 – February 28. The second maintenance work period will be from July 1 – August 31. All work items shall be completed at each location within the designated time period. Maintenance reports for each location shall be submitted within thirty (30) days of completion of the inspections for all locations and shall summarize work completed and deficiencies at all locations (March for first work period and September for second work period).
- The Contractor shall supply all labor and equipment and furnish all material related to the biennial maintenance program. Items scheduled for replacement due to wear such as filters, door gaskets, cabinet light bulbs, ect shall be included in the biennial maintenance cost.

- If, during the biannual maintenance inspections other items such as visors, lenses, load switches ect require replacement they shall be replaced and the City billed for parts only at the rate designated in the emergency rate section of the fee estimate in Exhibit B. For items not listed in the emergency rate section those items shall be billed at actual cost plus ten (10) percent markup to cover overhead, profit, ect.
- Labor and equipment shall be incidental to the Contract for the duration of the contract. In the event of an Act of God, the owner shall determine which work shall be deemed emergency work as defined in this contract.
- At a minimum the following items shall be included in the biannual maintenance program and be completed twice a year:
  - CLEANING
    - All traffic signal reflectors and lenses shall be cleaned with a non-abrasive cleaning agent. The exterior of all traffic signal heads, controller cabinet, pedestrian push buttons and signs.
    - The interior of the controller cabinet shall be vacuumed and all air filters shall be replaced with the proper size and type.
  - SIGNAL HEADS
    - Traffic signal heads shall be checked for proper alignment, positioning, loose connections, bent or broken visors, lenses, backplates or housings and burnt our lamps.
    - As part of maintenance burnt out lamps shall be replaced, mis-aligned signal heads shall be straightened and loose signal heads or attachments shall be tightened.
    - All other deficiencies shall be recorded on the maintenance records forms and reported to the City.
  - MOUNTING HARDWARE AND SUPPORTS
    - All traffic signal mounting hardware shall be checked and tightened if loose. Span wire cable shall be checked to ensure signal heads are at the appropriate height and slack shall be taken up where necessary.
    - Span wire connections shall be checked and tightened if loose.
    - Traffic signal poles shall be checked to ensure all foundation connections are tight, all welds visually show no deficiencies, corrosion or cracking and all attachment are secure.

- All deficiencies shall be recorded on the maintenance records forms and reported to the City.
- CONTROLLER CABINET
  - All controller cabinet foundations, connections, door hinges, locks, wiring, brackets, and fasteners shall be checked and tightened if loose and lubricated as appropriate. Gaskets shall be checked for proper seals. Fan and thermostat shall be checked for proper operations.
  - All deficiencies shall be recorded on maintenance records forms and reported to the City.
- DETECTORS
  - Pedestrian pushbuttons shall be checked as to proper detection, attachment to the support, damage to sign and exterior and button pressure. The contractor shall tighten any loose connections of the assembly or wiring.
  - Loop detectors amplifiers shall be checked as to proper operation of each mode, and recorded on the maintenance report form. Amplifiers shall be adjusted, when possible, to provide the most reliable operation. Loops shall be checked as to proper circuit. The ohm to ground readings shall be recorded. When detectors have failed, the phase the loop was detecting shall be set on recall.
  - Contractor shall coordinate with video detection manufacturer for all firmware and system upgrades required and update all program information. Contractor shall also check for proper detection angles and adjust as needed.
  - Contractor shall check proper operations of all emergency vehicle detection (Opticom) systems. Make adjustments as needed.
  - All deficiencies shall be recorded on maintenance record forms and reported to the City.
- PULL BOXES AND LOOPS
  - All signal and water valve pull boxes shall be inspected for condition and grade. All splices in pull boxes shall be checked for moisture and re-spliced or sealed as necessary. Abandoned wiring, debris or water shall be removed.
  - All loops shall be checked and tested and re-sealed is needed.
  - All deficiencies shall be recorded on maintenance forms and reported to the City.

○ CONFLICT MONITOR

- The conflict monitor shall be tested for voltage monitor operation and red fail operations. The contractor shall be extremely careful while conducting these tests and shall be responsible for the safety of the public. The monitor shall be tuned to manufactures specifications.
- Conflict Monitor shall be certified once a year by a licensed technician and certification report sent to the City.
- All deficiencies shall be recorded on the maintenance report form and reported to the City.

○ TRAFFIC SIGNAL CONTROLLER

- All indicator lamps shall be checked and replaced as needed. Line voltage shall be checked and recorded. The voltage should be between 105 and 125 volts AC. Any deviation in this range shall be reported to the City. Al parts shall be checked as to mechanical soundness and proper position in the cabinet. Loose mechanical attachments or plug-in devices shall be tightened.
- All traffic controller settings shall be checked and recorded at all locations. The equipment is to function at the designated controller settings as provided by the City. If the equipment does not accurately provide the times set on the controller dials or key boards, the dials of keyboards shall be adjusted to provide correct timing plan. The contractor shall not change any controller settings unless directed by the City, except to switch a phase to recall in the event of a detector failure.
- All deficiencies shall be recorded on the maintenance report form and reported to the City.

○ SCHOOL ZONE FLASHERS

- All school flashers shall be cleaned and inspected. The base and pole of each flasher shall be inspected for damage. Flashers shall be checked for proper operation.
- Time clocks shall be checked for proper operation, accuracy and coordination as related to other school flashers in the same school zone. Timing adjustments shall be made by the contractor to synchronize flashers as needed. The cost to set new school zone times each year shall be included in the cost of the annual maintenance cost. School zone times shall be set at the end of July each year.

- All deficiencies shall be recorded on the maintenance report form and reported to the City.
- MASTER CONTROLLER SYSTEM RELATED EQUIPMENT
  - The master controllers and related equipment shall be checked as to proper operation in accordance with manufactures maintenance procedures. This shall include the master controller, coordinating units, encoding and decoding devices, system alarms, and system detectors.
  - Telephone transmission or hardware shall be checked and tested to ensure proper communication is maintained. Deficiencies in the telephone service shall be reported to the Telephone Company and the City.
  - The contractor shall meet with the City and Telephone Company when repairs are needed to ensure proper operation of telephone circuits. This shall be done at no additional cost to the City.
  - No timing plan changes shall be made unless specified by the owner.
  - All deficiencies shall be recorded and the maintenance report forms and reported to the City.
- OVERHEAD TRAFFIC CONTROL SIGNS
  - All overhead traffic control signs shall be visually inspected and any maintenance deficiency such as loose mountings shall be tightened.
  - All signs that do not meet current MUTCD standards or other deficiencies shall be noted on the maintenance report form and reported to the City.

**B. DAILY SYSTEM CHECKS**

- The contractor shall perform daily checks, 365 days a year or other scheduled as determined by the City. Daily system checks include program comparisons between the Contractor's database and the Owner's on street master and local controllers. The checks shall be performed in an automated fashion between the hours of 11:00 PM and 5:00 AM, so as to prevent interference of the City's normal operations.
- The contractor shall review the results of the automated system checks and provide the City with a report indicating all discrepancies including communication errors and database mismatches. These reports shall be emailed to the City's designated representative on a daily basis, before 9:00 AM each morning.

**C. ANNUAL LAMP REPLACEMENT PROGRAM**

- As part of the first maintenance work period (Jan 1 – Feb 28) the Contractor shall replace every light bulb in every traffic signal and school zone flasher. The replacement of all of the light bulbs will be made regardless of the condition of the existing light bulbs.
- The contractor shall warranty these bulbs for the duration of the year after replacement. If for any reason a light bulb burns out or fails to operate properly, the contractor will replace the light bulb at no cost to the City.
- The cost for replacement of all the light bulbs, once per year, shall be included in the biannual maintenance cost.



## Traffic Signals

| Item #  | Intersection Location         | Unit | Maintenance Cost |                     |
|---|-------------------------------|------|------------------|---------------------|
|   |                               |      | Monthly          | Annual              |
| 1   | 104TH & BANNOCK/MARKETPLACE   | EA   | \$150.00         | \$1,800.00          |
| 2   | 104TH & BROADSTONE            | EA   | \$150.00         | \$1,800.00          |
| 3   | 104TH & GRANT                 | EA   | \$150.00         | \$1,800.00          |
| 4   | 104TH & HURON                 | EA   | \$150.00         | \$1,800.00          |
| 5   | 104TH & I-25 E Ramp           | EA   | \$150.00         | \$1,800.00          |
| 6   | 104TH & I-25 W Ramp           | EA   | \$150.00         | \$1,800.00          |
| 7   | 104TH & IRMA                  | EA   | \$150.00         | \$1,800.00          |
| 8   | 104TH & LIVINGSTON            | EA   | \$150.00         | \$1,800.00          |
| 9   | 104TH & MARION                | EA   | \$150.00         | \$1,800.00          |
| 10  | 104TH & MELODY                | EA   | \$150.00         | \$1,800.00          |
| 11  | 104TH & QUIVAS                | EA   | \$150.00         | \$1,800.00          |
| 12  | 104TH & URA                   | EA   | \$150.00         | \$1,800.00          |
| 13  | 104TH & WASHINGTON            | EA   | \$150.00         | \$1,800.00          |
| 14  | 112TH & IRMA                  | EA   | \$150.00         | \$1,800.00          |
| 15  | 120TH & CLAUDE CT             | EA   | \$150.00         | \$1,800.00          |
| 16  | 120TH & IRMA                  | EA   | \$150.00         | \$1,800.00          |
| 17  | COMMUNITY CENTER & MALLEY     | EA   | \$150.00         | \$1,800.00          |
| 18  | HURON & I00TH PL              | EA   | \$150.00         | \$1,800.00          |
| 19  | HURON & 102ND                 | EA   | \$150.00         | \$1,800.00          |
| 20  | HURON & 106TH                 | EA   | \$150.00         | \$1,800.00          |
| 21  | HURON & 112TH                 | EA   | \$150.00         | \$1,800.00          |
| 22  | HURON & 114TH                 | EA   | \$150.00         | \$1,800.00          |
| 23  | HURON & 116TH                 | EA   | \$150.00         | \$1,800.00          |
| 24  | HURON & 97TH                  | EA   | \$150.00         | \$1,800.00          |
| 25  | HURON & KENNEDY               | EA   | \$150.00         | \$1,800.00          |
| 26  | IRMA & MURIEL                 | EA   | \$150.00         | \$1,800.00          |
| 27  | MALLEY & GRANT                | EA   | \$150.00         | \$1,800.00          |
| 28  | MALLEY & HIGHLINE             | EA   | \$150.00         | \$1,800.00          |
| 29  | MELODY & 105TH                | EA   | \$150.00         | \$1,800.00          |
| 30  | WASHINGTON & 112TH            | EA   | \$150.00         | \$1,800.00          |
| 31  | WASHINGTON & 117TH            | EA   | \$150.00         | \$1,800.00          |
| 32  | WASHINGTON & GARLAND          | EA   | \$150.00         | \$1,800.00          |
| 33  | WASHINGTON & MALLEY           | EA   | \$150.00         | \$1,800.00          |
| 34  | WASHINGTON & MURIEL           | EA   | \$150.00         | \$1,800.00          |
| 35  | WASHINGTON & SYLVIA           | EA   | \$150.00         | \$1,800.00          |
| 36  | HURON & 110TH/HIGHLINE DR     | EA   | \$150.00         | \$1,800.00          |
| 37  | 119TH AND GRANT (NEW SIGNAL)  | EA   | \$150.00         | \$1,800.00          |
| 38  | 112TH AND LARSON (NEW SIGNAL) | EA   | \$150.00         | \$1,800.00          |
| <b>Subtotal Annual Traffic Signal Maintenance</b>   |                               |      |                  | <b>\$ 68,400.00</b> |
| Monthly maintenance cost to include all daily system checks. Annual cost to include 2 inspections for Bi-Annual program and annual lamp replacement program |                               |      |                  |                     |

## School Zone Flashers

| Item #  | Intersection Location  | Unit | Maintenance Cost |                     |
|---|------------------------|------|------------------|---------------------|
|   |                        |      | Monthly          | Annual              |
| 1   | 112TH & LARSON (EB)    | EA   | \$70.00          | \$840.00            |
| 2   | 112TH & LARSON (WB)    | EA   | \$70.00          | \$840.00            |
| 3   | CROKE & 102ND (NB)     | EA   | \$70.00          | \$840.00            |
| 4   | CROKE & 103RD (SB)     | EA   | \$70.00          | \$840.00            |
| 5   | GRANT & GARLAND (NB)   | EA   | \$70.00          | \$840.00            |
| 6   | GRANT & GARLAND (SB)   | EA   | \$70.00          | \$840.00            |
| 7   | GRANT & MURIEL (EB)    | EA   | \$70.00          | \$840.00            |
| 8   | GRANT & MURIEL (NB)    | EA   | \$70.00          | \$840.00            |
| 9   | GRANT & MURIEL (SB)    | EA   | \$70.00          | \$840.00            |
| 10  | HURON & KENNEDY (EB)   | EA   | \$70.00          | \$840.00            |
| 11  | HURON & KENNEDY (NB)   | EA   | \$70.00          | \$840.00            |
| 12  | HURON & KENNEDY (SB)   | EA   | \$70.00          | \$840.00            |
| 13  | HURON & KENNEDY (WB)   | EA   | \$70.00          | \$840.00            |
| 14  | LEROY & CORING (WB)    | EA   | \$70.00          | \$840.00            |
| 15  | LEROY & CORING (NB)    | EA   | \$70.00          | \$840.00            |
| 16  | LEROY & MARION (EB)    | EA   | \$70.00          | \$840.00            |
| 17  | LOREN & CORING (SB)    | EA   | \$70.00          | \$840.00            |
| 18  | MALLEY & FOWLER (WB)   | EA   | \$70.00          | \$840.00            |
| 19  | MALLEY & LARSON (EB)   | EA   | \$70.00          | \$840.00            |
| 20  | MURIEL & PEARL (WB)    | EA   | \$70.00          | \$840.00            |
| 21  | ROSEANNA & CLAIRE (EB) | EA   | \$70.00          | \$840.00            |
| 22  | ROSEANNA & BREWER (WB) | EA   | \$70.00          | \$840.00            |
| <b>Subtotal School Zone Flasher Maintenance</b>   |                        |      |                  | <b>\$ 18,480.00</b> |
| Annual Maintenance cost to include cost for programming school zone flashers 1 time per year and 2 bi-annual inspections as part of the program. Monthly cost to include daily system checks. |                        |      |                  |                     |
| <b>Total Annual Maintenance Cost Traffic Signals and School Zone Flashers</b>   |                        |      |                  | <b>\$86,880.00</b>  |

## Miscellaneous Itemized Work

| Item # | Work Item   | Unit | Cost        |
|--------|---|------|-------------|
| 1      | I/O Traffic Signal Pole (one mast arm)                        | EA   | \$7,495.00  |
| 2      | I/O Traffic Signal Pole (two mast arm)                        | EA   | \$10,625.00 |
| 3      | I/O Pedestrian Pole   | EA   | \$1,450.00  |
| 4      | F/I Pedestrian Pole   | EA   | \$2,345.00  |
| 5      | I/O Pedestrian Signal (16 in) to include foundation           | EA   | \$345.00    |
| 6      | F/I Pedestrian Signal (16 in) to include foundation           | EA   | \$680.00    |
| 7      | F/I Pedestrian Button & Sign                                  | EA   | \$360.00    |
| 8      | I/O Traffic Control Sign                                      | EA   | \$170.00    |
| 9      | F/I 12-12-12 Signal Head (astro/BP - overhead)                | EA   | \$1,245.00  |
| 10     | F/I 12-12-12 Signal Head (SOP)                                | EA   | \$1,170.00  |
| 11     | F/I 12-12-12-12-12 Signal Head (astro BP-overhead)            | EA   | \$1,520.00  |
| 12     | F/I 12-12-12-12-12 Signal Head (SOP)                          | EA   | \$1,505.00  |
| 13     | F/I Econolite ASC/2 Controller and Econolite Cabinet w/base   | EA   | \$22,780.00 |
| 14     | I/O Econolite Cabinet (non-emergency)                         | EA   | \$3,150.00  |
| 15     | F/I 6'x40' Detector Loop                                      | EA   | \$1,350.00  |
| 16     | F/I 6'x6' Sampling Loop                                       | EA   | \$850.00    |
| 17     | F/I Loop Lead-in  | EA   | \$210.00    |
| 18     | F/I Water Valve Pull Box (box pricing only, excludes conduit) | EA   | \$655.00    |
| 19     | F/I Plastic Pull Box (Large)                                  | EA   | \$965.00    |
| 20     | F/I Quazite Pull Box (Large)                                  | EA   | \$1,240.00  |
| 21     | F/I 2 in Conduit (dirt trench)                                | LF   | \$10.00     |
| 22     | F/I 2 in Conduit (concrete/asphalt trench)                    | LF   | \$19.00     |
| 23     | F/I 2 in Conduit (bore)                                       | LF   | \$28.00     |
| 24     | F/I 3 in Conduit (dirt trench)                                | LF   | \$11.00     |
| 25     | F/I 3 in Conduit (concrete/asphalt trench)                    | LF   | \$20.00     |
| 26     | F/I 3 in Conduit (bore)                                       | LF   | \$30.00     |
| 27     | F/I Telemetry Hardwire (overhead)                             | LF   | \$13.00     |
| 28     | F/I Telemetry Hardwire (dirt trench)                          | LF   | \$10.00     |
| 29     | F/I Telemetry Hardwire (concrete/asphalt trench)              | LF   | \$19.00     |
| 30     | F/I Telemetry Hardwire (bore)                                 | LF   | \$13.00     |
| 31     | Paint Controller Cabinet                                      | EA   | \$315.00    |
| 32     | Paint Traffic Signal Pole                                     | EA   | \$445.00    |
| 33     | Paint Mast Arm  | EA   | \$420.00    |
| 34     | F/I School Flasher incl. Timer                                | EA   | \$4,300.00  |
| 35     | School Flasher Maintenance                                    | EA   | \$180.00    |
| 36     | Signal Pole Structural Evaluation                             | EA   | \$165.00    |
| 37     | Signal Mast Arm Structural Evaluation                         | EA   | \$165.00    |

All items to be complete in place

I/O - Install only, City will provide material

F/I - Furnish and install, Contractor to provide all labor, equipment and material

All items not shown on the list as required for extra work rates shall be negotiated prior to commencement

## Hourly Rate Equipment

| Item # | Equipment Description          | Unit | Cost    |
|--------|--------------------------------|------|---------|
| 1      | Service Truck (pickup or van)  | HR   | \$16.00 |
| 2      | Bucket Truck                   | HR   | \$27.00 |
| 3      | Boom Truck                     | HR   | \$46.00 |
| 4      | Trencher (Dirt)                | HR   | \$30.00 |
| 5      | Trencher (concrete or asphalt) | HR   | \$48.00 |
| 6      | Mole                           | HR   | \$15.00 |
| 7      | Auger (up to 36" diameter)     | HR   | \$46.00 |

Rates apply for total operating costs

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

## Hourly Rate Personnel

| Item # | Personnel Description          | Unit | Cost     |
|--------|--------------------------------|------|----------|
| 1      | Licensed Electrical Engineer   | HR   | \$265.00 |
| 2      | Licensed Master Electrician    | HR   | \$240.00 |
| 3      | Licensed Electronic Technician | HR   | \$90.00  |
| 4      | Traffic Signal Technician III  | HR   | \$66.00  |
| 5      | Traffic Signal Technician III  | HR   | \$60.00  |
| 6      | Traffic Signal Technician I    | HR   | \$54.00  |
| 7      | Traffic Signal Trainee         | HR   | \$48.00  |
| 8      | Semi-Skilled Trainee           | HR   | \$42.00  |
| 9      | Laborer                        | HR   | \$42.00  |

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

FROM: Sturgeon Electric Company, Inc.  
(Prospective Contractor)

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

Project Name 2016 Traffic Signal Maintenance

Bid Number RFP 2015-027 Project No. 2015-178

As a prospective Contractor 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Prospective Contractor \_\_\_\_\_

By: \_\_\_\_\_

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

DEPARTMENT PROGRAM AFFIDAVIT

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

I, \_\_\_\_\_, 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.

Jim Bushnell  
Contractor Signature

11/5/16  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF ADAMS )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 5TH day of January, 20 16, by Jim Bushnell as Division Mgr of Sturgeon Electric Co

My commission expires: 10/01/2016

(S E A L)

Sara Jane Nadler  
Notary Public

