



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2016 - 73**

DATE: December 12, 2016
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: James A. Hayes, AICP, City Manager 
David H. Willett, Director of Public Works 
SUBJECT: **Council Resolution #143**
Traffic Signal Inspection, Testing and Emergency Response (2017)

BACKGROUND

The *Traffic Signal Inspection, Testing and Emergency Response* contract provides for the preventative maintenance, inspection, and emergency response to the 38 traffic signals and 23 school zone flashers throughout the City. The original contracts were for one year (2016), with a maximum of five one-year extensions (2017, 2018, 2019, 2020, and 2021), each at a price rate increase equal to the annual change in the Denver-Boulder-Greeley Consumer Price Index (CPI) or at amount that is mutually agreeable. Staff recommends extending Sturgeon Electric contract for 2017 based on exemplary work completed in 2016.

SCOPE (2017)

The City and Sturgeon Electric have agreed upon a reduction in the preventative maintenance scope and associated fees. The reduction includes the elimination of both the second aerial inspection and the second school zone flasher inspection. The second aerial inspection was found to be unnecessary as one cleaning per year is sufficient and damage to aerial components predominantly occurs during the winter. The second school flasher inspection is unnecessary as the clocks generally require only one programming per year; additional clock issues are handled as they arise through the on-call portion of the contract.

Staff has added the implementation of an LED retrofit program in place of the bulb replacement program. The LED retrofit program replaces existing signal bulbs with LEDs as they burn out. LED signals are much brighter, much more reliable, and will greatly reduce long term maintenance costs.

These above referenced changes resulted in a 47 percent reduction in the fees associated with traffic signal inspection and a 64 percent reduction in fees associated with school zone flasher inspection. These savings will predominantly be used to perform the LED retrofits throughout the City.

*2016 was the first year in which Sturgeon was contracted to perform signal maintenance as well as the first year with the updated scope. The sum of the two contracts being combined was \$120,568.00. To date (through November) Sturgeon has performed \$99,785.00 worth of work.

BUDGET/TIME IMPLICATIONS

Work completed under this contract will be funded from the 2017 General Fund Operating Budget – Public Works/Engineering Division/Property Services.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute a contract between the City of Northglenn and **Sturgeon Electric** for the 2017 Traffic Signal Inspection, Testing, and Emergency Response in the amount not to exceed **\$115,000.00**.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

Kent Kisselman, PE – Engineering Manager	kkisselman@northglenn.org	303.450.4005
Kyle Kammermeier, EIT – Civil Engineer I	kkammermeier@northglenn.org	303.450.8835

ATTACHMENTS

- Resolution
- Professional Services Contract

Traffic Signal Program
December 12, 2016

ATTACHMENTS

- Resolution
- Professional Services Contract

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-143
Series of 2016

Series of 2016

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND STURGEON ELECTRIC COMPANY, INC. FOR TRAFFIC SIGNAL INSPECTION, TESTING, AND EMERGENCY REPSONSE

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 an amount not to exceed \$115,000.00 for the 2017 Traffic Signal Inspection, Testing, and Emergency Response 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 one hundred fifteen thousand dollars and no/100 (\$115,000.00). 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 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 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. 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 primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors 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: Matt Dole

ATTEST:

Matt Dole
Print Name
Operations Manager 11/30/2016
Title Date

By: Gary Smith

Gary Smith
Print Name

Project Manager 11-20-16
Title Date

[Signature]

City's Project Manager



EXHIBIT A – CONTRACT OVERVIEW & SCOPE OF SERVICES

CONTRACT OVERVIEW

This contract includes annual preventative 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 23 school zone flashers.

This contract is the first of five (5) possible one (1) year extensions terminating on December 31, 2017. The initial contract term concludes on December 31, 2016.

SCOPE OF SERVICES

1. ANNUAL PREVENTATIVE MAINTENANCE PROGRAM

Traffic Signal Preventative Maintenance (PM)

Two rounds of traffic signal PM's shall be performed by the contractor. Traffic signal PM Round One shall include both overhead and ground inspection and maintenance. Round Two shall include only ground inspection and maintenance. Contractor shall complete all work items for Round One at each traffic signals between April 1st and May 31st. Contractor shall complete all work items for Round Two at each traffic signals between September 1st and October 31st. A comprehensive maintenance report including reports from each traffic signal and a summary page for round one shall be submitted no later than June 30th. Individual signal maintenance reports shall detail any and all deficiencies identified and repairs performed during the PM.

The Contractor shall supply all equipment, labor, and materials related to the maintenance program. Items scheduled for replacement due to wear such as filters, door gaskets, cabinet light bulbs, etc. shall be included in the maintenance cost. If, during the PM other items such as visors, lenses, load switches etc. require replacement they shall be replaced and the City billed for parts only at actual cost plus ten (10) percent markup to cover overhead, profit, etc. Labor and equipment required for PMs shall be considered incidental to the contract.

At a minimum the following items shall be completed during ground PM's:

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 air filters shall be replaced with the proper size and type.
- All components shall be checked as to mechanical soundness and proper position in the cabinet. Loose mechanical attachments or plug-in devices shall be tightened.
- The interior of the controller cabinet shall be vacuumed and any debris removed, internal equipment shall be wiped down.
- All deficiencies shall be recorded on maintenance records forms and reported to the City.

Traffic Signal Controller

- 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. 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.

- 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.
- Controller logs shall be checked and errors noted.
- Pedestrian and vehicle detection operation shall be observed; phases in fault, recall, or continuously calling shall be noted.
- All deficiencies shall be recorded on the maintenance report form and reported to the City.

Conflict Monitor

- 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 (Round One only) 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.

Detectors

- Pedestrian pushbuttons shall be checked for proper detection, attachment to support, damage to exterior, and button pressure. The contractor shall tighten any loose connections of the assembly or wiring. Damaged or missing pedestrian stickers or signs shall be noted.
- Loop detectors amplifiers shall be checked for proper operation. Amplifiers shall be adjusted, when necessary and possible, to provide the most reliable operation.
- Loops shall be checked for proper circuit. The ohm to ground readings shall be recorded. In the event of a loop failure, the affected phase shall be set on recall and the City shall be notified immediately.
- Loop condition shall be observed and documented (i.e. exposed wire and degraded loop seals)
- 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. In the event of a camera failure, the affected phase shall be set on recall and the City shall be notified immediately.
- 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

- All signal pull boxes and loop 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 where possible. Abandoned wire in conduit, overfilled conduit, and excessive in-ground splicing shall be noted.
- All deficiencies shall be recorded on maintenance forms and reported to the City.

Master Controller System and 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

At a minimum the following items shall be completed during ground PM's:

SIGNAL HEADS

- Traffic signal heads shall be checked for loose connections and proper alignment and positioning. Any mis-aligned signal heads shall be straightened and loose signal heads or attachments shall be tightened. Any bent or broken back plates, housings, visors, etc. shall be replaced.
- All traffic signal reflectors and lenses shall be cleaned with a non-abrasive cleaning agent. The exterior of all traffic signal heads shall also be whipped down.
- All other deficiencies shall be recorded on the maintenance records forms and reported to the City.

MOUNTING HARDWARE AND SUPPORTS

- All traffic signal and sign 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.

2. DAILY SYSTEM CHECKS

- The contractor shall perform daily checks, 365 days a year or 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.

3. LED LAMP RETROFIT

- Contractor shall, upon notification by the City, retrofit existing signal lamps with LED indicators. LED retrofits will predominantly be performed upon bulb failure.
- Citywide bulb replacements will no longer be performed.
- LED retrofits, when replacing failed bulbs, should be completed by the Contactor as soon as possible upon notification by the City but must be completed same day.

4. ON-CALL/EMERGENCY WORK

- Any work not associated with the annual preventative maintenance program, daily system checks, or LED lamp retrofit which is requested by the City will be considered on-call or emergency work. Emergency work shall be responded to within 4 hours of the notification of emergency and repaired no later than 2 days from the date of notification. Emergency work is to be identified by the City and may include anything from a sign installation to the complete construction of a traffic signal. The contractor shall provide all material, equipment, and labor to complete all emergency work as requested by the owner subject to bid summary Emergency Work Rates.
- Contractor shall be available to respond to any and all emergency needs including those that fall on nights, weekends, and holidays.
- Contractor shall be responsible for utility locates of all underground traffic signal wire and appurtenances. The City will forward all utility notification tickets that require locates of traffic signal items to the contractor. Contractor shall respond to all locates within 48 hours of receipt of tickets.
- Records shall be kept of all work performed by the contractor and supplied to the City.



City of Northglenn
 Public Works Department
 11701 Community Center Drive
 Northglenn, Colorado 80233

EXHIBIT B – CONTRACT RATES

Traffic Signals				
Item #	Intersection Location	Unit	Maintenance Cost	
			Monthly	Annual
1	104TH & BANNOCK/MARKETPLACE	EA	\$80.00	\$960.00
2	104TH & BROADSTONE	EA	\$80.00	\$960.00
3	104TH & GRANT	EA	\$80.00	\$960.00
4	104TH & HURON	EA	\$80.00	\$960.00
5	104TH & I-25 NB	EA	\$80.00	\$960.00
6	104TH & I-25 SB	EA	\$80.00	\$960.00
7	104TH & IRMA	EA	\$80.00	\$960.00
8	104TH & LIVINGSTON	EA	\$80.00	\$960.00
9	104TH & MARION	EA	\$80.00	\$960.00
10	104TH & MELODY	EA	\$80.00	\$960.00
11	104TH & QUIVAS	EA	\$80.00	\$960.00
12	104TH & URA	EA	\$80.00	\$960.00
13	104TH & WASHINGTON	EA	\$80.00	\$960.00
14	112TH & IRMA	EA	\$80.00	\$960.00
15	120TH & CLAUDE CT	EA	\$80.00	\$960.00
16	120TH & IRMA	EA	\$80.00	\$960.00
17	COMMUNITY CENTER & MALLEY	EA	\$80.00	\$960.00
25	HURON & 97TH	EA	\$80.00	\$960.00
18	HURON & 100TH PL	EA	\$80.00	\$960.00
19	HURON & 102ND	EA	\$80.00	\$960.00
20	HURON & 106TH	EA	\$80.00	\$960.00
26	HURON & KENNEDY	EA	\$80.00	\$960.00
21	HURON & 110TH/HIGHLINE TRAIL	EA	\$80.00	\$960.00
22	HURON & 112TH	EA	\$80.00	\$960.00
23	HURON & 114TH	EA	\$80.00	\$960.00
24	HURON & 116TH	EA	\$80.00	\$960.00
27	IRMA & MURIEL	EA	\$80.00	\$960.00
28	MALLEY & GRANT	EA	\$80.00	\$960.00
29	MALLEY & HIGHLINE	EA	\$80.00	\$960.00
30	MELODY & 105TH	EA	\$80.00	\$960.00
31	WASHINGTON & 112TH	EA	\$80.00	\$960.00
32	WASHINGTON & 117TH	EA	\$80.00	\$960.00
33	WASHINGTON & GARLAND	EA	\$80.00	\$960.00
34	WASHINGTON & MALLEY	EA	\$80.00	\$960.00
35	WASHINGTON & MURIEL	EA	\$80.00	\$960.00
36	WASHINGTON & SYLVIA	EA	\$80.00	\$960.00
37	119TH & GRANT	EA	\$80.00	\$960.00
38	112TH & LARSON	EA	\$80.00	\$960.00
Subtotal Annual Traffic Signal Maintenance				\$36,480.00

School Zone Flashers				
Item #	Intersection Location	Unit	Maintenance Cost	
			Monthly	Annual
1	112TH & LARSON (EB)	EA	\$25.00	\$300.00
2	112TH & LARSON (WB)	EA	\$25.00	\$300.00
3	CROKE & 102ND (NB)	EA	\$25.00	\$300.00
4	CROKE & 103RD (SB)	EA	\$25.00	\$300.00
5	GRANT & GARLAND (NB)	EA	\$25.00	\$300.00
6	GRANT & GARLAND (SB)	EA	\$25.00	\$300.00
7	GRANT & MURIEL (EB)	EA	\$25.00	\$300.00
8	GRANT & MURIEL (NB)	EA	\$25.00	\$300.00
9	GRANT & MURIEL (SB)	EA	\$25.00	\$300.00
10	HURON & KENNEDY (EB)	EA	\$25.00	\$300.00
11	HURON & KENNEDY (NB1)	EA	\$25.00	\$300.00
12	HURON & KENNEDY (NB2)	EA	\$25.00	\$300.00
13	HURON & KENNEDY (SB)	EA	\$25.00	\$300.00
14	HURON & KENNEDY (WB)	EA	\$25.00	\$300.00
15	LEROY & CORING (WB)	EA	\$25.00	\$300.00
16	LEROY & CORING (NB)	EA	\$25.00	\$300.00
17	LEROY & MARION (EB)	EA	\$25.00	\$300.00
18	LOREN & CORING (SB)	EA	\$25.00	\$300.00
19	MALLEY & FOWLER (WB)	EA	\$25.00	\$300.00
20	MALLEY & LARSON (EB)	EA	\$25.00	\$300.00
21	MURIEL & PEARL (WB)	EA	\$25.00	\$300.00
22	ROSEANNA & CLAIRE (EB)	EA	\$25.00	\$300.00
23	ROSEANNA & BREWER (WB)	EA	\$25.00	\$300.00
Subtotal School Zone Flasher Maintenance				\$6,900.00

Hourly Rate Equipment			
Item #	Equipment Description	Unit	Cost
1	Service Truck (pickup or van)	HR	\$13.00
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

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 w/ Foundation	EA	\$1,450.00
4	F/I Pedestrian Pole w/ Foundation	EA	\$2,345.00
5	F/I Pedestrian Pole w/o Foundation	EA	\$1,540.00
6	I/O Pedestrian Signal (16 in)	EA	\$345.00
7	F/I Pedestrian Signal (16 in)	EA	\$680.00
8	F/I Pedestrian Button & Sign	EA	\$360.00
9	I/O Traffic Control Sign	EA	\$170.00
10	I/O Traffic Control Sign (during PM)	EA	\$49.50
11	F/I 12-12-12 Signal Head (astro/BP - overhead)	EA	\$1,245.00
12	F/I 12-12-12 Signal Head (SOP)	EA	\$1,170.00
13	F/I 12-12-12-12-12 Signal Head (astro BP-overhead)	EA	\$1,520.00
14	F/I 12-12-12-12-12 Signal Head (SOP)	EA	\$1,505.00
15	F/I Loadswitch	EA	\$67.00
16	F/I BIU	EA	\$245.00
17	F/I Econolite Controller and Econolite Cabinet w/base	EA	\$22,780.00
18	I/O Econolite Cabinet (non-emergency)	EA	\$3,150.00
20	F/I 6'x40' Detector Loop	EA	\$1,350.00
21	F/I 6'x6' Sampling Loop	EA	\$650.00
22	F/I Loop Lead-in	EA	\$210.00
23	F/I Water Valve Pull Box (box pricing only, excludes conduit)	EA	\$655.00
24	F/I Quazite Pull Box (Small)	EA	\$575.00
25	F/I Quazite Pull Box (Medium)	EA	\$750.00
26	F/I Quazite Pull Box (Large)	EA	\$1,240.00
27	F/I 2 in Conduit (dirt trench)	LF	\$10.00
28	F/I 2 in Conduit (concrete/asphalt trench)	LF	\$19.00
29	F/I 2 in Conduit (bore)	LF	\$28.00
30	F/I 3 in Conduit (dirt trench)	LF	\$11.00
31	F/I 3 in Conduit (concrete/asphalt trench)	LF	\$20.00
32	F/I 3 in Conduit (bore)	LF	\$30.00
33	F/I Telemetry Hardwire (overhead)	LF	\$13.00
34	F/I Telemetry Hardwire (dirt trench)	LF	\$10.00
35	F/I Telemetry Hardwire (concrete/asphalt trench)	LF	\$19.00
36	F/I Telemetry Hardwire (bore)	LF	\$13.00
37	Paint Controller Cabinet	EA	\$315.00
38	Paint Traffic Signal Pole	EA	\$445.00
39	Paint Mast Arm	EA	\$420.00
40	F/I School Flasher incl. Timer	EA	\$4,300.00
41	School Flasher Maintenance	EA	\$180.00
42	Signal Pole Structural Evaluation	EA	\$165.00
43	Signal Mast Arm Structural Evaluation	EA	\$165.00
44	Retrofit Signal Head w/ LED Indicators (single, during PM)	EA	\$76.00
45	Retrofit Signal Head w/ LED Indicators (3 section, during PM)	EA	\$201.00
46	Retrofit Signal Head w/ LED Indicators (5 section, during PM)	EA	\$326.00
47	Retrofit Signal Head w/ LED Indicators (single, non-PM)	EA	\$205.00
48	Retrofit Signal Head w/ LED Indicators (3 section, non-PM)	EA	\$295.00
49	Retrofit Signal Head w/ LED Indicators (5 section, non-PM)	EA	\$385.00

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

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 2017 Northglenn Maintenance

Bid Number _____ Project No. _____

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 30th day of November, 2016.

Prospective Contractor Sturgeon Electric Company, Inc.

By: Matt De

Title: Operations Manager

DEPARTMENT PROGRAM AFFIDAVIT

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

I, Matt Dunscomb, 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.

Matt Dunscomb
Contractor Signature

11/30/2016
Date

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 30th day of November, 20 16, by Matt Dunscomb as Operations Manager of Sturgeon Electric.

My commission expires: 10.20.20

(S E A L)

Trina M. Rains
Notary Public

