

**PUBLIC WORKS DEPARTMENT MEMORANDUM  
#44-2019**

**DATE:** November 18, 2019  
**TO:** Honorable Mayor Antonio B. Esquibel and City Council Members  
**THROUGH:** Heather Geyer, City Manager *Hmg*  
**FROM:** Kent Kisselman, PE – Director of Public Works *KHK*  
**SUBJECT:** CR-132 – Addendum to On-Call Traffic Signal Contract

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**PURPOSE**

City Council is considering CR-132, a resolution to approve an addendum to the 2019 On-Call Traffic Signal contract.

**BACKGROUND**

On February 25, 2019, the City entered into a contract with Sturgeon Electric Company, Inc. for on-call traffic signal maintenance. The scope of work included emergency response for traffic signals and school zone flashers located throughout the City. The City operates 39 signals and 29 school flashers.

The City has exhausted the original contract amount. Staff is requesting an addendum to the On-Call Traffic Signal contract to address traffic signal issues through the end of the year.

**STAFF RECOMMENDATION**

Attached to this memorandum is CR-132, a resolution that, if approved, would authorize the Mayor to execute an addendum to the contract between the City and Sturgeon Electric Company, Inc. for the 2019 On-Call Traffic Signal services in an amount not to exceed \$20,000.00. Staff recommends approval of CR-132.

**BUDGET/ TIME IMPLICATIONS**

Funds in the amount of \$20,000 will be charged to the Engineering Properties Services account.

Original Contract	\$45,000.00
Addendum #1	\$20,000.00
New Contract Amount	\$65,000.00

**STAFF REFERENCE**

If Council members have any comments or questions they may contact Kent Kisselman, Director of Public Works, at 303.450.4005, or [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org).

CR-132 – Addendum to On-Call Traffic Signal Contract  
Addendum to On-Call Traffic Signal Contract

SPONSORED BY: MAYOR ESQUIBEL

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-132  
Series of 2019

\_\_\_\_\_  
Series of 2019

A RESOLUTION APPROVING ADDENDUM NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND STURGEON ELECTRIC COMPANY, INC. FOR TRAFFIC SIGNAL INSPECTION, MAINTENANCE, AND EMERGENCY RESPONSE SERVICES

WHEREAS, the City of Northglenn entered into a Professional Services Agreement with Sturgeon Electric Company, Inc. for 2019 Traffic Signal Inspection, Maintenance, and Emergency Response services on February 25, 2019 for an amount not to exceed \$45,000; and

WHEREAS, the City desires to amend the compensation amount in the Agreement to allow for an additional traffic signal services through 2019.

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

Section 1. Addendum No. 1 to the Professional Services Agreement between the City of Northglenn and Sturgeon Electric Company, Inc., attached hereto, in an amount not to exceed \$20,000, for 2019 Traffic Signal Inspection, Maintenance and Emergency Response Services 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
ANTONIO B. ESQUIBEL  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES 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. On February 25<sup>th</sup>, 2019 the City and Contractor entered into an Agreement for Professional Services for on-call services (the "Agreement").

B. The parties desire to supplement the Agreement with this Addendum #1 to allow for an additional scope of services for:

**Exhibit A, Contract Amount Increase**

**AGREEMENT**

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, professional on-call services as needed in the manner provided in the Agreement.

1. The Scope of Services in the Agreement is hereby supplemented to include the scope of services for Contract Amount Increase attached hereto as **Exhibit A**, and incorporated herein by this reference (the "Additional Scope of Services"). Contractor shall commence work on the Additional Scope of Services within ten (10) days of the issuance of a Notice to Proceed.

2. Subparagraph A. of Article IV entitled "Compensation" is hereby amended to provide as follows:

A. Compensation shall not exceed \$20,000 for the work described in **Exhibit A** to this Addendum #1.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and this Addendum constitute all of the agreements between the City and the Contractor.

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

**CITY OF NORTHGLENN, COLORADO**

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

Antonio B. Esquibel  
\_\_\_\_\_

Print Name

Mayor  
\_\_\_\_\_

Title

Date

ATTEST:

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

APPROVED AS TO FORM:


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

**CONTRACTOR**

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

Operations Manager  
\_\_\_\_\_ 10/1/19  
Title Date

ATTEST:

  
\_\_\_\_\_  
Assistant Secretary 10/1/19  
Title Date



## **EXHIBIT A – CONTRACT OVERVIEW**

### **CONTRACT OVERVIEW**

This contract includes on-call emergency response for traffic signals and school zone flashers located throughout the City. The City operates 39 signals and 29 school zone flashers.

### **TERMS OF CONTRACT**

Initial contract term will be for one (1) year terminating on December 31, 2019. 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, a maximum of five (5) one year extensions may be allowed. 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.

### **SCOPE OF SERVICES**

#### **1. 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 Exhibit B 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. The City shall be notified when any work is being done in the City. This shall include notification each day when work begins and ends.
- Any work not outlined in the Miscellaneous Itemized Work section of Exhibit B shall be performed on a time and materials basis or at a rate agreed upon by the City and the Contractor. Drive time shall be considered incidental to work and not payable by the City.
- Contractor will be allowed a maximum markup of ten (10) percent on materials. The City may request proof of cost at any time.

\*\*\*The City shall be notified any time that work is being done in the City. Non-notification may result in the dismissal of crews from the City or refusal of payment at the City's discretion\*\*\*