

(State\$ TraffSigMtce)
City of Grand Junction Traffic Maintenance
REGION 3/WMA

Routing# 14 HA3 56308
SAP# 331000693

CONTRACT

THIS CONTRACT is made this 27th day of June 2013, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and City of Grand Junction, 333 West Avenue, Bldg. D, Grand Junction, Colorado 81501, CDOT Vendor #: 2000027, hereinafter referred to as the "Local Agency" or "Contractor."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function 2000, GL Acct. 4541000020, Cost Centers R3830-010 (Signs and Signals) and R3820-010 (Markings and Stripings).
(Contract Encumbrance Amount: **\$0.00**).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-135(1)(i) C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the state highway system within cities and incorporated towns; and;
4. The parties desire to enter into this Contract for the Contractor to provide some or all of the certain maintenance services on state highways that are the responsibility of the State under applicable law, and for the State to pay the Contractor a reasonable negotiated fixed rate for such services;
5. The parties also intend that the Contractor shall remain responsible to perform any services and duties on state highways that are the responsibility of the Contractor under applicable law, at its own cost;
6. The State and the Contractor have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144 C.R.S., as amended, and in applicable ordinance or resolution duly passed and adopted by the Contractor, to enter into contract with the Contractor for the purpose of maintenance of traffic control devices on the state highway system as hereinafter set forth; and
7. The Contractor has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

A. Completion

The Local Agency shall complete the Work and other obligations as described herein in **Exhibit A**. Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services

The Local Agency shall have adequate facilities to perform the desired maintenance services on state highways within its jurisdiction. The Local Agency may subcontract for any part of the performance required under this Agreement, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this Agreement through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this agreement without the express, written consent of the State which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in Section 22 of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Rate/Payment Schedule)
5. Other Exhibits in descending order of their attachment.

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2013, whichever is later. The term of this contract shall be for **a term of FIVE (5) years**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. Subject to the terms of this Contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Contractor on a lump sum basis, payable in monthly installments, upon receipt of the

Contractor's statements, as provided herein.

1. The State shall pay the Contractor for the satisfactory operation and maintenance of traffic control devices under this contract at the rates described in **Exhibit C**, which is attached hereto and made a part hereof. Provided, however, that the total charges to be paid by the State during each fiscal year beginning July 1 and ending June 30 of the following year shall not exceed a maximum amount of **\$193,752.53** without the execution of a formal amendment prior to any such excess charges being incurred. The maximum contract total shall not exceed the cumulative five-year total of **\$968,762.66**. Contractor billings and State payments for each of the traffic control devices listed in **Exhibit A** shall be on a "lump sum" basis, in accordance with the rates described in **Exhibit C**, subject to the maximum amount described above. The Contractor will bill the State monthly and the State will pay such bills within 60 days.

2. The statements submitted by the Contractor for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific section of the Highways such services were performed, in accord with standard Contractor billing standards.

3. If the Contractor fails to satisfactorily perform the maintenance for a segment of the Highways (or portion thereof), or if the statement submitted by the Contractor does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5. State and Local Agency Commitments

A. The Contractor shall perform the "highway maintenance services" for the certain State Highway System segments described herein. Such services and highways are detailed in Section 1 (or **Exhibit A**).

B. The Contractor shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on state highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this Contract. The Contractor shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.

C. The Parties shall have the option to add or remove specific traffic control devices to the list shown in **Exhibit A** and, therefore, amend the Work to be performed by the Contractor under this Contract. The Parties may modify **Exhibit A** by formal amendment during the renewal period for the following Fiscal Year, or the State may unilaterally modify **Exhibit A** by written notice to the Local Agency using an option letter substantially equivalent to **Exhibit E**.

D. The Contractor shall perform all maintenance services on an annual basis. The Contractor's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his

representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Contractor concerning the maintenance services shall be in writing. The Contractor shall contact the State Region office and obtain those standards before the Contractor performs such services.

E. The Contractor shall perform the maintenance services in a satisfactory manner and in accordance with the terms of this Contract. The State reserves the right to determine the proper quantity and quality of the maintenance services performed by the Contractor, as well as the adequacy of such services, under this Contract. The State may withhold payment, if necessary, until Contractor performs the maintenance services to the State's satisfaction. The State will notify the Contractor in writing of any deficiency in the maintenance services. The Contractor shall commence corrective action within 24 hours of receiving actual or constructive notice of such deficiency: a) from the State; b) from its own observation; or c) by any other means. In the event the Contractor, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from the subsequent payments to the Contractor, or to bill the Contractor for such work.

F. Performance Measures shall be accounted for within the duration of this contract and will be associated with signal/electrical maintenance. These Measures shall be addressed quarterly and for every quarter of the contract. Performance records shall be kept by the Contractor and a copy sent to the CDOT Project Manager listed in this contract. The Contractor shall submit performance documentation to the CDOT Project Manager semi-annually along with the payment requests every July and January. Performance measures shall be conducted on all devices listed in **Exhibit A**.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

This Contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Contractor only for that portion of the traffic control device maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Contractor shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that

authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 3, Traffic, 222 South 6th Street, Room 100, Grand Junction, Colorado, 81501. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the Work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 3 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State:

Zane Znamenacek, PE III
CDOT Region 3, Traffic
222 South 6th Street, Room 100
Grand Junction, Colorado 81501
970-683-6275

If to the Local Agency:

Jody Kliska
City Transportation Engineer
City of Grand Junction
333 West Avenue, Building D
Grand Junction, Colorado 81501
970-244-1591

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties

may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 16. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modifications

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this Contract, provided that the Contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this Contract, the renegotiated terms shall not be effective until this Contract is formally amended in writing for the following fiscal year. Provided, however, that the rates be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work.

B. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

C. Option Letter

a. The State may increase the quantity of goods/services described in Exhibit A at the unit prices established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit E**. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

b. The State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices established in the contract and the schedule of services required, as set by the state. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit E**, immediately upon signature of the State Controller or his delegate. Performance of the service shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supercede other agreements

This Contract is not intended to supercede or affect in any way any other agreement (if any) that is currently in effect between the State and the Contractor for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Contractor. Also, the Contractor shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Contractor is required by applicable law to perform.

Section 20. Subcontractors

The Contractor may subcontract for any part of the performance required under this Contract, subject to the Contractor first obtaining approval from the State for any particular subcontractor. The State understands that the Contractor may intend to perform some or all of the services required under this Contract through a subcontractor. The Contractor agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State [which shall not be unreasonably withheld]. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. Contract Management System

By entering into this Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be evaluated in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Insert Name of your Dept here, and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

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Section 22. Special Provisions

These Special Provisions apply to all contracts except where noted in *italics*.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the

performance of Contractor's services and Contractor shall not employ any person having such known interests.

10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or 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 contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.


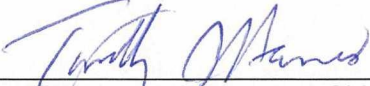
Revised 1-1-09

SIGNATURE PAGE

Agreement Routing Number 14 HA3 56308

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for The Local Agency hereby swear and affirm that they are authorized to act on The Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">THE LOCAL AGENCY CITY OF GRAND JUNCTION</p> <p>Print: <u>Rich Englehart</u></p> <p>Title: <u>City Manager</u></p> <p> _____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">John W. Hickenlooper, GOVERNOR Colorado Department of Transportation Donald E. Hunt, Executive Director</p> <p style="text-align: center;"> _____ By: Timothy J. Harris, P.E., Chief Engineer</p> <p>Date: <u>6/26/13</u></p>
<p style="text-align: center;">2nd Local Agency Signature if needed</p> <p>Print: _____</p> <p>Title: _____</p> <p>_____ *Signature</p> <p>Date: _____</p>	

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If The Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay The Local Agency for such performance or for any goods and/or services provided hereunder.


<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By:  _____ Colorado Department of Transportation</p> <p>Date: <u>6/27/2013</u></p>

EXHIBIT A – SCOPE OF WORK

City of Grand Junction Traffic Maintenance Scope of Work

General

The City of Grand Junction (herein further referred to as “Contractor”) shall operate and maintain as described below all signing, striping, pavement marking, and signal traffic control devices under the responsibility of the State in accordance with CRS 43-2-135. All other traffic control devices in State ROW not the State’s responsibility in accordance with CRS 43-2-135 shall continue to be maintained by the Contractor.

Operation and maintenance will include repair, routine maintenance, periodic inspection and/or testing, and annual, cyclical replacement as described below.

CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract.

Documentation and Record-Keeping

In accordance with Sections 5 and 6 of this contract, all maintenance, operations, inspections, etc. as required by this contract shall be documented and submitted annually for CDOT review.

Control of Work in the ROW

All work as required by this contract shall meet all CDOT requirements, standards, laws, guidelines etc. for design, construction, maintenance, operation, and repair.

Either agency making changes to traffic control devices affected by this contract or new installations of traffic control devices shall provide adequate notification of the changes or additions to the other agency to allow analysis, review, and approval.

CDOT shall be given minimum 3 day advance notice of work that may affect the traveled way of the highways. CDOT may request traffic control plans, method of handling traffic, or other traffic control engineering as applicable.

Signs

All signs and delineators in the highway segments listed below (including panels, posts, bases, and hardware) shall be maintained and repaired as follows:

Highway	From	To	Length	Description
50A	32.00	34.75	2.75	Begin to 27.75 Rd, all FR
6A	-0.50	end	0.50	Last 0.5 mile of 6A to 21.5 Rd
70B	0.00	7.90	7.90	Begin to 28.5 Rd
70Z	0.00	1.27	1.27	All
70A 24 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A 25 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF North 25 to 26 Rd	0.00	1.00	1.00	All w/in CDOT ROW
70A 26 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A 26.5 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF 26.5 Rd	0.00	0.25	0.25	All w/in CDOT ROW
70A 27 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
70A Horizon Dr underpass	0.00	0.25	0.25	All w/in CDOT ROW
70AF north at 29 Rd	0.00	0.25	0.25	All w/in CDOT ROW
70A 29 Rd overpass	0.00	0.25	0.25	All w/in CDOT ROW
		Total	15.67	

Overhead sign panels and structures will continue to be maintained by CDOT.

Signs include all traffic control signs under the responsibility of CDOT as per CRS 43-2-135, including traffic control signs within State ROW but intended for a side street.

CDOT will continue to conduct cyclical replacement of sign panels and upgrade of existing posts and bases on an appropriate annual cycle to maintain acceptable condition in accordance with current standards and practices.

Maintenance shall include repair of damaged delineators and class I and II sign panels and associated posts, hardware, etc. due to weather, vehicle crashes, or other causes. Repair of damaged signs shall be done within one calendar day of notification or discovery of damage for stop and yield signs, three calendar days for regulatory and warning, and seven calendar days for guide, motorists' service, and other special signs.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

Payment: Please refer to Exhibit C.

Markings

All markings (crosswalks, stop-bars, words, symbols) in the highway segments listed below shall be maintained as follows:

Highway	From	To	Length	Description
50A	32.00	34.00	2.00	From beg to 27 Rd
70B	0.00	7.40	7.40	Begin to 28 Rd
70Z	0.00	1.27	1.27	All
		Total	10.67	

Highway markings shall be replaced cyclically at minimum every 5 years or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m²/lux for white and 65 mcd/m²/lux for yellow.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

Payment: Please refer to Exhibit C.

Striping

All striping in the highway segments listed below shall be maintained as follows:

Highway	From	To	Length	Description
50A Hwy 50	32.00	32.70	0.70	Begin to Grand Mesa Ave 1st and Grand Ave to 28.5
70B 1 st Street	4.95	7.90	2.95	Rd
70Z Ute Ave	0.00	1.27	1.27	All
		Total	4.92	

Highway striping shall be repainted cyclically at minimum twice every year or more frequently as necessary to ensure that the marking has an acceptable level of daytime appearance and/or a minimum retro-reflectivity of 100 mcd/m²/lux.

New installs shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Contractor standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be made on a case-by-case basis between the aforementioned contract representatives.

A once per year random inspection of 5% of inventory shall be done jointly between CDOT and the Contractor to ensure compliance.

Payment: Please refer to Exhibit C.

Signals

All traffic control signals listed below shall be maintained and operated as follows:

Business Loop 70

I-70B @ 28 Rd.
I-70B @ Main St.
Main St. @ 1st St.
Rood Ave. @ 1st St.
Pitkin Ave. @ 4th St.
Pitkin Ave. @ 5th St.
Pitkin Ave. @ 6th St.
Pitkin Ave. @ 7th St.
Pitkin Ave. @ 9th St.
Ute Ave. @ 12th St.
Ute Ave. @ 9th St.
Ute Ave. @ 7th St.
Ute Ave. @ 6th St.
Ute Ave. @ 5th St.
Ute Ave. @ 4th St.
Grand Ave @ 1st St.
I-70B @ Independent Ave.
I-70B @ Teller Ave

Business Loop 70

I-70B @ Ouray Ave.
I-70B @ 25 Rd.
I-70B @ 24 1/2 Rd.
I-70B @ 24 3/4 Rd.
I-70B @ Mesa Mall
I-70B @ 23 Rd.

Highway 50

Hwy 50 @ Unawweep Ave.
Hwy 50 @ 27 Rd.

I-70 Off-Ramps

I-70 @ Hwy 6 WB Off-Ramp
I-70 @ Hwy 6 EB Off-Ramp
I-70 @ Horizon Dr. WB Off-Ramp
I-70 @ Horizon Dr. EB Off-Ramp

Highway 6

006A @ 22 Road

Periodic Preventative Maintenance Checks

The following items shall be checked on every signal under this contract at least semi-annually for proper operation (Conflict Monitor, Heads, Lenses, Detection, Structure, Hardware, Caisson, Controller, Communications and Lighting).

Timing

Signal timing shall be kept updated with timing based upon current traffic volumes at least every 4 years. Timing shall meet CDOT's State Highway Access Code for progression, CRS 42-4-602, and CDOT and industry practices for performance.

Emergency Maintenance and Repair

The Contractor shall be responsible for emergency response, emergency signal operation, and repair of damage. Contractor shall respond to traffic signal failures and malfunctions within the following timelines.

- Signal power outage – immediate response and appropriate emergency operation, repair as soon as practicable.
- Malfunctioning signal – immediate response and interim operation, repair as soon as practicable.
- Protected phases and red head outage – immediate repair.
- Pedestrian heads – repair within two days.
- Permitted phase and non-red head outage – repair within three days.

Signal Modifications

Changes needed to signals as a result of traffic volume growth, developing crash activity, or other safety or operational analysis or concerns shall be the responsibility of the Contractor. The Contractor shall contact CDOT prior to such changes.

Responsibility for any upgrades of the signals or its systems due to new technologies, significant traffic impacts, etc. shall be determined on a case-by-case basis.

Payment: Please refer to Exhibit C.

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EXHIBIT B - RESOLUTION

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION**

RESOLUTION NO. 36-13

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF GRAND JUNCTION AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) TO PERFORM TRAFFIC MAINTENANCE SERVICES ON STATE HIGHWAYS

RECITALS:

The State has certain legal obligations to maintain State highways in and through the City. To maximize its efficiency and effectiveness, the State has proposed a contract whereby the City will provide operation and maintenance of traffic control devices on State highways within the City limits as described in the contract. The State will pay a reasonable, negotiated fixed rate totaling \$193,752.53 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION, COLORADO, that:

- a. The City Council hereby authorizes the City Manager to sign the Traffic Maintenance Contract with the Colorado Department of Transportation.
- b. The City Council hereby authorizes the expenditure of funds and the commitment of resources, as necessary, to meet the terms and obligations of the agreement.
- c. This resolution shall be in full forces and effect from the date on which it is signed.


PASSED AND ADOPTED this 5th day of June, 2013

CITY OF GRAND JUNCTION, COLORADO



President of the Council

ATTEST:



City Clerk



EXHIBIT C – RATE/PAYMENT SCHEDULE

SIGNS

Payment: The Contractor shall be compensated at an annual cost of \$45,670.78 for the above described services. Monthly cost \$3,805.90. Total five-year contract cost \$228,353.89.

MARKINGS

Payment: The Contractor shall be compensated at an annual cost of \$25,731.71 on a five year replacement cycle for the above described services. Monthly cost \$2,144.31. Total five-year contract cost \$128,658.57.

STRIPING

Payment: The Contractor shall be compensated at an annual cost of \$8,767.28. Monthly cost \$730.61. Total five-year contract cost \$43,836.40.

SIGNALS

Payment: The Contractor shall be compensated \$113,582.76 annually for a total of 31 signals for the above described services. Monthly cost \$9,465.23. Total five-year contract cost \$567,913.80.

EXHIBIT D – ENCUMBRANCE LETTER

SAMPLE ENCUMBRANCE LETTER

Date:	State Fiscal Year:	Encumbrance Letter No.	Routing #
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- 1) **Encumber fiscal year funding in the contract.**
- 2) **PROVISIONS:** In accordance with Section(s) _____ of the original Contract routing number _____ between the State of Colorado, Department of Transportation, and [*Contractor's Name*], covering the term [*Insert Orig start date*] through [*Insert Current ending date*], the State hereby encumbers funds for the goods/services specified in the contract for fiscal year _____.

The amount of the current Fiscal Year encumbrance is [*\$ amount of change*] bringing the total actual encumbrance for the contract to [*Insert New \$ Amt*] as consideration for services/goods ordered under the contract for the current fiscal year _____.

Requisition #	CDOT Document #	Doc Line #	WBS or Fund Center #	Change Amount

The total contract actual encumbered value including all previous amendments, option letters, encumbrance letters, etc. is [*Insert New \$ Amt*].

- 3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller or July 1, 20 _____, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
 Department of Transportation

By: _____
 (For) Donald E. Hunt, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 Department of Transportation

Date: _____

EXHIBIT E – OPTION LETTER

SAMPLE OPTION LETTER

Date: _____ State Fiscal Year: _____ Option Letter No. _____

SUBJECT: [Amount of goods/Level of service change]

In accordance with Paragraph(s) _____ of contract routing number _____, [original Routing #], between the State of Colorado Department of Transportation and [Local Agency name] covering the period of [July 1, 20__ through June 30, 20__], the state hereby exercises the option for an additional one year's performance period at the cost/price specified in [Section, Paragraph or Exhibit], and a/an [increase/decrease] in the amount of goods/services at the same rate(s) as specified in [Section, Paragraph or Exhibit].

The amount of funds available and encumbered in this contract is [increased/decreased] by [\$ amount of change] to a new total funds available of [\$ _____] to satisfy services/goods ordered under the contract for the current fiscal year, [FY ____]. The first sentence in Paragraph _____ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, encumbrance letters, etc... is [\$ _____].

APPROVALS:

State of Colorado:
John W. Hickenlooper, Governor

By: _____ Date: _____
[for Donald E. Hunt, Executive Director, Colorado Department of Transportation]

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Department of Transportation

Date: _____

STATE OF COLORADO



DEPARTMENT OF TRANSPORTATION

Wendy M. Allspaugh, Contract Administrator
Center for Procurement and Contract Services
Colorado Department of Transportation
4201 E. Arkansas Ave., Suite 200
Denver, CO 80222
Phone: (303) 757-9351

November 5, 2013

Jody Kliska, Engineer
City of Grand Junction
333 West Avenue, Bldg. D
Grand Junction, CO 81501

RE: Contract No.: 14 HA3 60152
Encumbrance Letter No.: 01

Dear Jody:

Enclosed is the original Encumbrance Letter executed on 08/29/2013 for the contract referenced above.

Please contact the Contract Administrator regarding any other question on this document.

Sincerely,

A handwritten signature in black ink that reads "Wendy M. Allspaugh". The signature is written in a cursive style with a large initial 'W' and 'A'.

Wendy M. Allspaugh
Contract Administrator
303.757.9351
wendy.mallari@state.co.us

Enclosure

ENCUMBRANCE LETTER

Date: 8/20/13	State Fiscal Year: 2014	Encumbrance Letter No. 1	Routing # 14 HA3 60152
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- 1) **Encumber fiscal year funding in the contract.**

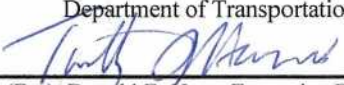
- 2) **PROVISIONS:** In accordance with Section 17 of the original Contract routing number 14 HA3 56308 between the State of Colorado, Department of Transportation, and City of Grand Junction, covering the term July 1, 2013 through June 30 2014, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year 2014.

The amount of the current Fiscal Year encumbrance is \$193,752.53 bringing the total actual encumbrance for the contract to \$193,752.53 as consideration for services/goods ordered under the contract for the current fiscal year 2014.


Requisition #	CDOT Document #	Doc Line #s	WBS or Fund Center #	Change Amount
150005412	14 HA3 60152	10-40	R3810-010	\$193,752.53

The total contract actual encumbered value including all previous amendments, option letters, encumbrance letters, etc. is \$193,752.53.

- 3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Transportation</p> <p>By: <u></u> (For) Donald E. Hunt, Executive Director</p> <p>Date: <u>8/22/13</u></p>

<p><u>ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></p> <p>CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.</p>

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD Department of Transportation</p> <p>By: <u></u></p> <p>Date: <u>8/29/2013</u></p>

ENCUMBRANCE LETTER

Date: 08/20/14	State Fiscal Year: 2015	Encumbrance Letter No. 2	Routing # 15 HA3 72650
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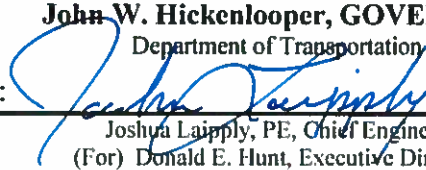
- 1) **Encumber fiscal year funding in the contract.**
- 2) **PROVISIONS:** In accordance with Section 17 of the original Contract routing number 14 HA3 56308 between the State of Colorado, Department of Transportation, and City of Grand Junction, covering the term July 1, 2014 through June 30, 2015, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year 2015.

The amount of the current Fiscal Year encumbrance is \$193,752.53 bringing the total actual encumbrance for the contract to \$387,505.06 as consideration for services/goods ordered under the contract for the current fiscal year 2015.

Requisition #	PO #	Doc Line #	WBS or Fund Center #	Change Amount
700010028	40000222 471000282 331000693	1-4	R3830-010	\$193,752.53

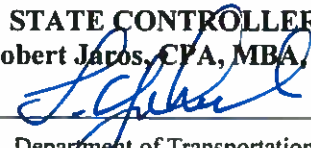
The total contract actual encumbered value including all previous amendments, option letters, encumbrance letters, etc. is \$387,505.06.

- 3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Transportation
By:  _____ Joshua Laipply, PE, Chief Engineer (For) Donald E. Hunt, Executive Director
Date: <u>9/17/2014</u>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD
By:  _____ Department of Transportation
Date: <u>9/18/14</u>