## DOT91MNT

TYPE OF RECORD: ACTIVE - PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: COLORADO DEPARTMENT OF TRANSPORTATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: MAINTENANCE CONTRACT #DOT92-027 FOR ALL TRAFFIC CONTROL DEVICES ON THE STATE HIGHWAY SYSTEM WITHIN CITIES AND INCORPORATED TOWNS

CITY DEPARTMENT: PUBLIC WORKS

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وأوجره المراجع بالأسمان والمتحاد الأرأر التحار والارد

YEAR: 1991

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

12EO-5970U Copy to riting Cline (Streels)

MAINTENANCE CONTRACT (SENATE BILL 8)

STANDARD 3/91

## CONTRACT

THIS CONTRACT, made this 157 day of August,  $19^{er}$ , by and between the State of Colorado for the use and benefit of DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the State, and the CITY OF GRAND JUNCTION, STATE OF COLORADO, hereinafter referred to as the contractor,

WHEREAS, authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in Fund Number 2001, G/L Account Number 52046, Contract Encumbrance Number 30240; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, this contract is executed under authority of Sections 29-1-203, 42-4-502, 43-1-106, 43-2-102, 43-2-103, 43-2-135 and 43-2-144, C.R.S., as amended and an applicable ordinance or resolution has been duly passed and adopted by the contractor, providing authority to the contractor to enter into this contract, marked Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Section 43-2-135(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

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WHEREAS, the State does not have the necessary equipment and manpower to operate and maintain all traffic control devices on all state highways; and

WHEREAS, the contractor has adequate facilities to operate and maintain certain traffic control devices on state highways within its jurisdiction; and

WHEREAS, the State and the contractor have authority to contract for the maintenance of state highways within the jurisdiction of the contractor, including the operation and maintenance of traffic control devices; and

WHEREAS, the contractor desires to operate and maintain the traffic control devices on certain state highways within its jurisdiction provided that the State pay for such operation and maintenance.

NOW, THEREFORE, it is hereby agreed that:

- The contract dated February 9, 1989, for the operation and maintenance of certain state highway traffic control
   devices by the contractor is superseded by this contract.
- 2. All the specific location(s) and type(s) of traffic control device(s) to be operated and maintained by the contractor pursuant to this contract are described in Exhibit B, attached hereto and incorporated herein.
- 3. The contractor shall operate and maintain the traffic control devices at the locations listed on Exhibit B ("the work") in a manner consistent with public safety on state

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highways within its jurisdictional limits and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, referred to collectively as the "Manual" and incorporated herein by reference. The contractor shall provide all personnel, equipment, and other services necessary to perform such operation and maintenance.

- The State may, by written notice to the contractor, delete specific traffic control devices from Exhibit B and this contract.
- 5. The contractor may propose in writing other potential specific traffic control devices to be operated and maintained by the contractor during the term of this contract. If the State determines in writing that operation and maintenance of those other devices by the contractor is appropriate, and desirable to the State, and agrees to add such devices to this contract, then the State shall, by written notice to the contractor, add such devices to this contract.
- 6. 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, attached hereto and made a part hereof. Provided, however, that the total charges to be paid by the State during each fiscal

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year beginning July 1 and ending June 30 of the following year shall not exceed a maximum amount of \$64,000.00, without the benefit of a supplemental agreement executed prior to any such excess charges being incurred. Contractor billings and State payments for each of the traffic control devices listed in Exhibit B shall be on a lump sum basis in accordance with the rates described in Exhibit C. The contractor will bill the State monthly and the State will pay such bills within 60 days.

- 7. The State reserves the right to determine the quality and adequacy of the work by the contractor under this contract. The State will notify the contractor in writing of any deficiency in the work. Upon notice of any deficiency in the work, either by State, its own observation, or any other means, the contractor shall take action as soon as possible but not later than 24 hours after such notice to correct the deficiency and to protect the safety of the traveling public. In the event the contractor, for any reason, does not or cannot correct the deficiency within 24 hours, the State reserves the right to correct the deficiency and to deduct the actual cost of such work from subsequent payments to the contractor, or to bill the contractor for such work.
- 8. The contractor will maintain adequate cost records for the work in accordance with acceptable accounting practices to determine the quality and adequacy of the control

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devices, both operationally and mechanically, to perform their intended function. Said records shall be available for review by the State during normal working hours during the contract period and for 3 years from the date of payment to the contractor. Upon notice, and upon mutual consent, the parties hereto may change this record requirement.

9. The Department of Transporation will, through its District Engineer, monitor this contract for the State. Contractor shall address all correspondence and billings to the District Engineer's Maintenance Superintendent at:

> P.O. Box 2107 Grand Junction, CO 81502

- 10. Pursuant to Section 42-4-502(2), C.R.S., as amended, the State hereby grants permission to the contractor to maintain the traffic devices described in Exhibit B as required by the terms of this contract.
- 11. This contract shall be for a term of one year. It shall be effective from the date it is signed and/or approved by all authorized contract signatories in accordance with State statutes and fiscal rules, including final approval by the State Controller or his designee, as evidenced by the date first above written. Unless changed by a subsequent contract or terminated as provided herein, this contract shall be automatically renewed each year subject to State fiscal funding limitations.

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- 12. This contract may be terminated by either party upon written notice sent by registered, prepaid mail to the other party, provided that such termination shall not be effective until the last day of the month it is received by the other party.
- 13. If the State or the contractor desires to change the monthly rates for operation and maintenance as shown in Exhibit C, or to change the total charges for operation and maintenance as shown in paragraph No. 6, a proposed written supplemental agreement incorporating such changes should be provided to the other party for consideration by March 1 prior to the July 1 fiscal year date that such supplement would be effective. Neither party shall be required to renegotiate or to supplement this contract. However, if a supplemental agreement is agreed to, it must be executed before the changed contract becomes effective.
- 14. The Special Provisions which are attached hereto are made a part of this contract.
- 15. The contractor represents and warrants that it has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this contract on behalf of the contractor and to bind the contractor to its terms.

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IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

ATTEST:

anis Chief Clerk

CLIFFORD W. HALL State Controller

By 🤇

ATTEST:

<u>va B. Lockhart CMC</u> <u>City clerk</u> ву 🔏 Title

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STATE OF COLORADO ROY ROMER, GOVERNOR

renar Ву LEXECUTIVE Director DEPARTMENT OF TRANSPORTATION

**APPROVED:** 

GALE A. NORTON Attorney General

ву BABRY B. RYAN

Assistant Attorney General Natural Resources Section

CITY OF GRAND JUNCTION, COLORADO

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### Form G-AC-028

### SPECIAL PROVISIONS

### CONTROLLER'S APPROVAL

1. This contract shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any contract involving the payment of money by the State.

### FUND AVAILABILITY

2. 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.

### BOND REQUIREMENT

**B**. If this contract involves the payment of more than fifty thousand dollars for the construction, crection: repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation or other public works for this State, the contractor shall, before entering the performance of any such work inefolded in this contract, duly execute and deliver to and file with the official whose signature appears below for the State, a good and sufficient bond or other acceptable surety to be approved by said official in a penal sum not less than onehalf of the total amount payable by the terms of this contract. Such bond shall be duly executed by a qualified corporate surety, conditioned for the due and faithful performance of the contract, and in addition, shall provide that if the contractor or his subcontractors fail to duty pay for any labor, materials, team hire, sustenance, provisions, provendor or other supplies used or consumed by such contractor or his subcontractor in performance of the work contracted to be done, the surety will pay the same in an amount not exceeding the sum specified in the bond, together with interest at the rate of eight per cent per annum. Unless such boad, when so required, is executed, delivered and filed, no claim in favor of the contractor arising under this contract shall be audited, allowed or paid. A certified or cashier's check or a bank money order payable to the Treasurer of the State of Colorado may be accepted in licu of a bond. This provision is in compliance with 38 26 106 CRM, was

### INDEMNIFICATION

4. To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State,

against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

### DISCRIMINATION AND AFFIRMATIVE ACTION

5. The contractor agrees to comply with the letter and spirit of the Colorado Antidiscrimination Act of 1957. as amended, and other applicable law respecting discrimination and unfair employment practices (24-34-402. CRS 1982 Replacement Vol.), and as required by Executive Order, Equal Opportunity and Allirmative Action, dated April 16, 1975. Pursuant thereto, the following provisions shall be contained in all State contracts or sub-contracts.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth provisions of this non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

(3) The contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, notice to be provided by the contracting officer, advising the labor union or workers' representative of the contractor's committment under the Executive Order, Equal Opportunity and Affirmative Action, dated April 16, 1975, and of the rules, regulations, and relevant Orders of the Governor.

(4) The contractor and labor unions will furnish all information and reports required by Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, and by the rules, regulations and Orders of the Governor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the office of the Governor or his designee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(5) A labor organization will not exclude any individual otherwise qualified from full membership rights in such labor organization, or expel any such individual from membership in such labor organization or discriminate against any of its members in the full enjoyment of work opportunity, because of face, creed, color, sex, national origin, or ancestry.

(6) A labor organization, or the employees or members thereof will not aid, abet, incite, compel or coerce the doing of any act defined in this contract to be discriminatory or obstruct or prevent any person from complying with the provisions of this contract or any order issued thereunder; or attempt, either directly or indirectly, to commit any fact defined in this contract to be discriminatory.

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(1) In the event of the contractor's non-comptiance with the non-discrimulation charges of the contractor with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further. State contracts in accordance with procedures, authorized in Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975 and the rules, regulations, or orders promulgated in accordance therewith, and such other sanctions as may be imposed and remedies as may be invoked as provided in Executive– Order, Equal Opportunity and Affirmative Action of April 16, 1975, or by rules, regulations, or orders promulgated in accordance therewith, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraph (1) through (8) in every sub-contract and subcontractor purchase order unless exempted by rules, regulations, or orders issued pursuant to Executive Order, Equal Opportunity and Affirmative Action of April 16, 1975, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any sub-contracting or purchase order as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with the subcontractor or vendor as a result of such direction by the contracting agency; the contractor may request the State of Colorado to enter into such litigation to protect the interest of the State of Colorado.

### COLORADO LABOR PREFERENCE

6 a. Provisions of 8-17-101 & 102, CRS for preference of Colorado labor are applicable to this contract if public works within the State are undertaken hereunder and are financed in whole or in part by State funds.

b. When a construction contract for a public project is to be awarded to a bidder, a resident bidder shall be allowed a preference against a non-resident bidder from a state or foreign country equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident. If it is determined by the officer responsible for awarding the bid that compliance with this subsection .06 may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of federal law, this subsection shall be suspended, but only to the extend necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements (section 8-19-101 and 102, CRS).

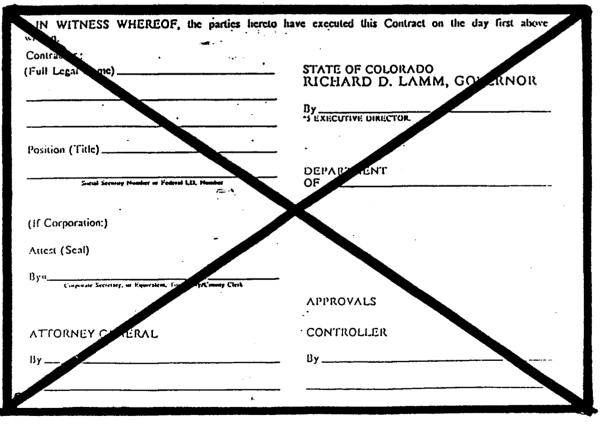
#### GENERAL

7. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this contract. Any provision of this contract whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

8. At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules and regulations that have been or may hereafter be established.

9. The signatories hereto aver that they are familiar with 18-8-301, eL seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), CRS 1978 Replacement Vol., and that no violation of such provisions is present.

10. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described herein:



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# EXHIBIT A

# RESOLUTION NO.44-91

APPROVING A CONTRACT WITH THE STATE OF COLORADO FOR OPERATION AND MAINTENANCE BY THE CITY OF TRAFFIC CONTROL DEVICES ON STATE HIGHWAYS WITHIN THE CITY LIMITS OF THE CITY OF GRAND JUNCTION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:

That a certain contract with the State of Colorado for the use and benefit of the Department of Highways has been proposed whereby the City of Grand Junction obligates itself to operate and maintain certain traffic control devices on State highways within the City, the operation and maintenance of such traffic control devices to be performed at the expense of the State, as per the terms of the contract, which contract is hereby approved and the City manager is hereby authorized to execute the contract on behalf of the City of Grand Junction.

PASSED and ADOPTED this 3rd day of July, 1991.

Attest:

President ofOthe Council

b. Lockhart CMC

[jssigkr3]

# EXHIBIT B

# 1991 STATE HIGHWAY CONTRACT PROPOSAL # 2

## SIGNALS (STATE HWY.)

1. 1st St. & Grand Ave.
1. 1st St. & Grand Ave. 2. 1st St. & Rood Ave.
3. 1st St. & Main St.
4. 4th St. & Pitkin Ave.
5. 5th St. & Pitkin Ave.
6. 7th St. & Pitkin Ave.
7. 9th St. & Pitkin Ave.
8. 4th St. & Ute Ave.
9. 5th St. & Ute Ave.
10. 7th St. & Ute Ave.
11. 9th St. & Ute Ave.
12. 12th St. & Ute Ave.
13. 1st St. & North Ave.
14. 5th St. & North Ave.
15. 7th St. & North Ave.
16. 10th St. & North Ave.
17. 12th St. & North Ave.
18. 23rd St. & North Ave.
19. 28 Rd. & North Ave.
20. 28 1/4 Rd. & North Ave.
21. 28 1/2 Rd. & North Ave.
22. Melody Ln. & North Ave.
23. 29 Rd. & North Ave.
24. I-70B & Mesa Mall
25. I-70B & 24 1/2 Rd.
26. I-70B & 25 Rd.
27. I-70B & Independent Ave.
28. I-70B & Ouray Ave.
29. I-70B & Main St.
30. I-70B & 28 Rd.
31. Hwy. 340 & River Rd.
32. Hwy. 340 & Monument Rd.
33. Hwy. 50 & Unaweep Ave.
34. Hwy. 50 & 27 Rd.
Total signals (City)
Total signals (State)
Total
Total 1990 signal expenditures
Minus electricity
Minus major capital
Minus labor (state construction)
Total

\$114,122 divided by 88 signals =
\$ 1,296.84 X 34 State signals =

TOTAL ANNUAL COST (STATE) Total Monthly Cost (State) Total Monthly Cost Per Signal

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54 34 88

\$174,851

\$ 32,313 \$ 20,478 \$ 7,938 \$114,122

\$ 1,296.84
\$ 44,092.56

\$ 44,092.56 \$ 3,674.38 \$ 108,07

# CROSS-WALKS (STATE HWY.)

	CROSS-WALKS	STOP BARS
NORTH AVE.		
29 RD. MELODY LN. 28 1/2 RD. 28 1/4 RD. 28 RD. 23rd ST. 12th ST. 10th ST. 7th ST. 5th ST. 1st ST.	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
Total North Ave. Total Annual Cost Total Monthly Cost	22	22 \$1,100 \$ 91.67
1st. ST.		
GRAND AVE. ROOD AVE. MAIN ST.	1 2 2	2 2 2
Total 1st ST. Total Annual Cost Total Monthly Cost	5	6 \$250 \$20.83
PITKIN AVR.		
4th ST. 5th ST. 7th ST. 9th ST.	2 2 2 2	2 2 2 2
Total Pitkin Ave.	8	8
UTE AVE.		
4th St. 5th ST. 7th ST. 9th ST. 12th ST.	2 2 2 2 2 2	2 2 2 2 2 2
Total Ute Ave. Total Annual Cost (Ute & Total Monthly Cost	10 Pitkin)	10 \$ 900 \$ 75

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# HWY. 340

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Grand Ave. River Rd. Monument Rd.	1 1 2	1 1 2
Total Hwy. 340 Total Annual Cost Total Monthly Cost	4	4 \$ 200 \$ 16.67
5TH ST.		w*
Ute Ave. Pitkin Ave	2 2	2 2
Total 5th St. Total Annual Cost Total Monthly Cost	4	4 \$200 \$16.67
GRAND TOTAL GRAND TOTAL ANNUAL COSTS GRAND TOTAL MONTHLY COSTS	53	54 \$2649.96 \$ 220.83
This count does not intersections.	include the	following
	TAPE) TAPE)	

I-70B & 28 RD. (TAPE) I-70B & MAIN ST. (TAPE) HWY. 50 & UNAWEEP AVE. HWY. 50 & 27 RD.

# STRIPING (STATE HWY.)

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HWY. 340 DEAD MAN YELLOW EDGE LINE WHITE EDGE LINE WHITE SKIP LINE 8" WHITE LINE	.20 1.9 1.9 2.1 .38	MILES MILES MILES MILES MILES	
Total Total Annual Cost Total Monthly Cost	6.48	MILES	\$1,336 \$ 129.74
1 <b>ST ST.(GRAND TO UTE)</b> WHITE SKIP LINE 8" WHITE LINE	. 19	MILES MILES	
Total Total Annual Cost Total Monthly Cost	. 69	MILES	(EPOXY) \$ 131 \$ 10.92
UTE AV. (1ST TO 28 1/2 YELLOW EDGE LINE WHITE EDGE LINE WHITE SKIP LINE 8" WHITE LINE	2) 2.7 2.7 2.8 .5	MILES MILES MILES MILES	
TOTAL	8.70	MILES	(EPOXY)
<b>PITKIN AV. (1ST TO 28</b> YELLOW EDGE LINE WHITE EDGE LINE WHITE SKIP LINE 8" WHITE LINE	1/2) 3.1 3.1 2.6 .5	MILES MILES MILES MILES	
Total Total Annual Cost (Uto Total Monthly Cost (Uto	9.30 e & Pitkin te & Pitki:	MILES / I-70B) n / I-70B)	(EPOXY) \$3,370 \$ 280.83
FRONTAGE RD. (I-70B)	1 4	MIIEC	

DOUBLE YELLOW LINE1.4MILESTotal Annual Cost\$ 594Total Monthly Cost\$ 49.50

5TH ST.(UTE TO SANTA CLARA)YELLOW EDGE LINE2.2WHITE EDGE LINE2.2WHITE SKIP LINE2.28" WHITE LINE <td.25< td=""></td.25<>	MILES MILES MILES MILES	
Total 6.85 Total Annual Cost Total Monthly Cost	MILĖS	\$1,323 \$ 110.25
NORTH AVE (1ST TO EAST OF 29) WHITE SKIP LINE 6.22 Total Annual Cost Total Monthly Cost	MILES	(EPOXY) \$ 630 \$ 52.50
GRAND TOTAL 39.64 GRAND TOTAL ANNUAL COSTS GRAND TOTAL MONTHLY COSTS	MILES	\$7,386 \$615.50

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SIGNS (STATE HWY.)

HWY. 340	58
1ST ST. (GRAND TO UTE)	54
UTE AV. (1ST TO 28 1/2)	94
PITKIN AV. (1ST TO 28 1/2)	175
FRONTAGE RD (I-70B)	28
5TH ST (UTE TO SANTA CLARA)	69
NORTH AV. (1ST TO 29)	113

GRAND TOTAL

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591

 Total center-line miles (city)
 160.79

 Total 1991 sign budget
 \$127,235

 \$127,235 divided by 160.79 = \$791.31 per C/L mile

 Total center-line miles (state hwy)
 8.165

 \$791.31 X 8.165 =
 \$6,461.05

TOTAL ANNUAL COST TOTAL MONTHLY COST

4

\$6,461.05 \$538.42

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# EXHIBIT G

# RATE TOTALS

1. TRAFFIC SIGNALS 1989 (31) \$2,624 PER MONTH 1991 (34) \$3,674.38 PER MONTH +40% 2. SIGNING 1989\$ 508.62PERMONTH1991\$ 538.42PERMONTH +06% 3. STRIPING 1989 \$ 742.78 PER MONTH 1991 \$ 615.50 PER MONTH -17% 4. CROSS-WALKS 1989\$ 303.03PERMONTH1991\$ 220.83PERMONTH -27% TOTAL COST 1989\$4,178.43PERMONTH1991\$5,049.13PERMONTH +17%

GRAND TOTAL COSTS FOR ALL SERVICES 1991MONTHLY\$ 5,049.13ANNUALLY\$60,589.56

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