

RESOLUTION NO. 10-08

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 scope of services. The State will pay a reasonable, negotiated fixed rate totaling \$266,975.40 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 Control Devices 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 4th day of February, 2008

CITY OF GRAND JUNCTION, COLORADO

/s/: James J. Doody
President of the Council

ATTEST:

/s/: Stephanie Tuin
City Clerk

State Funds, Traffic Control Devices Maintenance
Traffic Control Device Maintenance
Grand Junction / CDOT Region 3/(DW)

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331000102

CONTRACT

THIS CONTRACT made this 28th day of February 2008, 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 THE CITY OF GRAND JUNCTION, 250 North 5th Street Grand Junction, Colorado 80501, CDOT Vendor #: 2000027, hereinafter referred to as the "Contractor" or the "Local Agency."

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 2300, GL Acct.4541000020, Cost Center R38MS-010 , **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 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

All of 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 A, attached hereto and incorporated herein. Such services and highways are further detailed in Section 5.

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. Exhibits D and E (Contract Modification Tools)
5. Other Exhibits in descending order of their attachment.

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, 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 therefore.

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 \$266,975.40 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 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 sections 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 ("the Work"), 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 State shall have the option to add or delete, at any time during the term of this Contract, one or more specific traffic control devices from those listed in Exhibit A, and therefore amend the Work to be performed by the Contractor under this Contract. The State may amend Exhibit A by written notice to the Contractor using a change order letter substantially equivalent to Exhibit D.

D. 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, based on the same rates that had been initially agreed to by the Contractor in Exhibit C. If the State determines in writing that operation and maintenance of those other devices by the Contractor is appropriate, and is desirable to the State, and if the State agrees to add such devices to this contract, then the State shall, by written Change Order issued to the Contractor in a form substantially equivalent to Exhibit D, add such devices to this contract.

E. 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.

F. 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.

G. Performance Measures shall be accounted for within the duration of this contract. Performance Measures will be associated with signal/electrical maintenance, pavement marking maintenance and sign maintenance. Performance Measures shall be addressed once a year for all years of this contract. Contractor shall develop an inspection schedule that insures all items listed in Exhibit A are inspected yearly. The inspection schedule shall be approved by CDOT project manager prior to initiating inspections. The Contractor shall submit performance documentation to CDOT Project manager no later than the April 10th of each calendar year covered by this contract. Performance records shall be kept by the Contractor for a minimum of three years and a copy sent to the CDOT Project Manager listed in this contract.

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 six (6) 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, 222 S. 6th Street, Grand Junction, CO 81501, (970) 683-6203. 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
Traffic Engineer
CDOT Region 3
222 S. 6th Street
Grand Junction, CO 81501
(970) 683-6278

If to the Local Agency:
Jody Kliska
Transportation Engineer
City Of Grand Junction
250 North 5th Street
Grand Junction, CO 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. Modification and Amendment

A. 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.

B. 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 amended/modified accordingly in writing. Provided, however, that the rates will be modified only if the party requesting the rate change documents, in accord with then applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), that the requested increase/decrease is based on and results from (and is proportionate to) an increase/decrease in the "allowable costs" of performing the Work.

Section 18. Change Orders and Option Letters

A. Bilateral changes within the general scope of the Contract, as defined in Section 1 above, may be executed using the change order letter process described in this paragraph and a form, substantially equivalent to the sample change order letter attached as Exhibit D, for any of the following reasons.

1. Where the agreed changes to the specifications result in an adjustment to the price, delivery schedule, or time of performance.
2. Where the agreed changes result in no adjustment to the price, delivery schedule, or time of performance. The change order shall contain a mutual release of claims for adjustment of price, schedules, or time of performance.
3. Where the changes to the contract are priced based on the unit prices to be paid for the goods and/or services established in the contract.
4. Where the changes to the contract are priced based on established catalog generally extended to the public.

Other bilateral modifications not within the terms of this paragraph must be executed by formal amendment to the contract, approved in accordance with state law.

B. 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 contractor within 30 days before the option begins in a form substantially equivalent to Exhibit E. Delivery/performance of the goods/service shall continue at the same rate and under the same terms as established in the contract.

C. 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 contractor, 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 19. 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 20. 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 21. 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 22.

SPECIAL PROVISIONS

(For Use with Inter-Governmental Contracts)

1. **CONTROLLER'S APPROVAL.** CRS 24-30-202 (1)
This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.
2. **FUND AVAILABILITY.** CRS 24-30-202 (5.5)
Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.**
To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State, its employees and agents, 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.
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 for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** 4 CCR 801-2
THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.
5. **NON-DISCRIMINATION.**
The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.**
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.
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.
7. **SOFTWARE PIRACY PROHIBITION** Governor's Executive Order D 002 00
No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.
8. **EMPLOYEE FINANCIAL INTEREST.** CRS 24-18-201 & CRS 24-50-507
The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.
9. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES.** CRS 8-17.5-101 and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended
The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The 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 knowingly employs or contracts with an illegal alien. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-101(2)(b)(i). The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

Effective Date: August 9, 2006

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LOCAL AGENCY:

STATE OF COLORADO:
BILL RITTER JR. GOVERNOR

CITY OF GRAND JUNCTION
Legal Name of Contracting Entity

By Penela Hutto
For the Executive Director
Department of Transportation

2000027
CDOT Vendor Number

Jim Madril
Signature of Authorized Officer

LEGAL REVIEW:

JOHN W. SUTHERS
ATTORNEY GENERAL

Laurie Kadrich, City Manager
Print Name & Title of Authorized Officer

By Kathryn E. Young

LOCAL AGENCY:
(A Local Agency Attestation is required.)

Attest (Seal) By Stephanie Tun
(Corporate Secretary or Equivalent, or Town/City/County Clerk)



(If Corporate Seal here, if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
LESLIE M. SHENEFFELT

By: Leslie M. Shenefelt
Date: 2/28/08

**EXHIBIT A
SCOPE OF WORK**

City of GJ
Traffic Maintenance Work
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.

EXHIBIT A SCOPE OF WORK

Signs

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

Locations:

Highway	From	To	Length	Description
6B	30.27	33.56	3.29	North Ave to 29 Rd
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
340A	11.40	13.34	1.94	200 ft west of ridges to end

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 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.

**EXHIBIT A
SCOPE OF WORK**

Payment

The Contractor shall be compensated at a annual cost of \$60,913.80 for the above described services. Monthly cost \$5076.15. Total five-year contract cost \$304,569.00

**EXHIBIT A
SCOPE OF WORK**

Markings

All markings (crosswalks, stopbars, words, symbols) in the highway segments listed below shall be maintained as follows.

Highway	From	To	Length	Description
6B	30.27	33.56	3.29	North Ave to 29 Rd
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
340A	12.50	13.34	0.84	Monument to end

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 retroreflectivity 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

The Contractor shall be compensated at an annual cost of \$35,691.60 on a five year replacement cycle for the above described services. Monthly cost \$2974.30. Total five-year contract cost \$178,458.00.

**EXHIBIT A
SCOPE OF WORK**

Striping

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

Highway		From	To	Length	Description
6B	North Ave	30.27	33.56	3.29	Begining to 29 Road
50A	Hwy 50	32.00	32.70	0.70	Begin to Grand Mesa Ave
70B	1st Street	4.95	7.90	2.95	1st and Grand Ave to 28.5 Rd
70Z	Ute Ave	0.00	1.27	1.27	All
340A	Hwy 340	12.30	13.34	1.04	Redlands Canal E to end

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 retroreflectivity 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

The Contractor shall be compensated at an annual cost of \$16,483.20. Monthly cost \$1373.60. Total five-year contract cost \$82,416.00.

**EXHIBIT A
SCOPE OF WORK**

Signals

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

Locations

State Highway 340

Hwy 340 @ Monument Rd.

Hwy 340 @ West Ave.

Hwy 340 @ Mulberry St.

Grand Ave. @ 1st St.

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.

I-70B @ Ouray Ave.

I-70B @ Independent Ave.

I-70B @ 25 Rd.

I-70B @ 24 1/2 Rd.

I-70B @ 24 3/4 Rd.

I-70B @ Mesa Mall

Highway 50

Hwy 50 @ Unaweep Ave.

Hwy. 50 @ 27 Rd.

Highway 6

North Ave. @ 1st St.

North Ave. @ 5th St.

North Ave. @ 7th St.

North Ave. @ 10th St.

North Ave. @ 12th St.

North Ave. @ 23rd St.

North Ave. @ 28 Rd.

North Ave. @ 28 1/4 Rd.

North Ave. @ 28 1/2 Rd.

North Ave. @ Melody Ln.

North Ave. @ 29 Rd.

EXHIBIT A SCOPE OF WORK

29.5 Road

I-70 Off-Ramps

I-70 @ Hwy. 6 WB Off-Ramp

I-70 @ Horizon Dr. WB Off-

Ramp

I-70 @ Horizon Dr. EB Off-

Ramp

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, 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

The Contractor shall be compensated \$153,886.80 annually for a total of 42 signals for the above described services. Monthly cost \$12,823.90. Total five-year contract cost \$769,434.00.

Exhibit B

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

Exhibit B

RESOLUTION NO. 10-08

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:

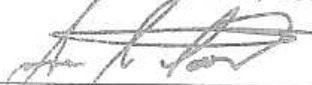
The State has certain legal obligations to maintain State highways in and through the City. To maximize its efficiency and effectiveness, the State has proposed a contract whereby the City will provide operation and maintenance of traffic control devices on State Highways within the City limits as described in the contract scope of services. The State will pay a reasonable, negotiated fixed rate totaling \$266,975.40 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 Control Devices 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 4th day of February, 2008

CITY OF GRAND JUNCTION, COLORADO



President of the Council

ATTEST:



City Clerk



EXHIBIT C

Traffic Control Device Rate Schedule

Signs	Monthly Cost: \$5,076.15	X 12	Annual Cost: \$ 60,913.80
Markings	Monthly Cost: \$2,974.30	X 12	Annual Cost: \$ 35,691.60
Striping	Monthly Cost: \$1,373.60	X 12	Annual Cost \$ 16,483.20
Signals	Monthly Cost \$12,823.90	X 12	Annual Cost \$153,886.80
Maximum monthly billing			\$ 22,247.95
Total Maximum Annual Cost			\$266,975.40

SAMPLE BILATERAL CHANGE ORDER LETTER

Date: _____ State Fiscal Year: _____ Bilateral Change Order Letter No. _____

In accordance with Paragraph _____ of contract routing number _____, [your agency code here]
_____, between the State of Colorado Department of or Higher Ed Institution [your agency name here
_____] (_____ division) and

[Contractor's Name Here]

covering the period of [July 1, 20 _____ through June 30, 20 _____] the undersigned agree that the
supplies/services affected by this change letter are modified as follows:

Services/Supplies

Exhibit _____, Schedule of Equipment for Maintenance or Schedule of Delivery, is amended by
adding _____, serial numbers _____ and _____.

Price/Cost

The maximum amount payable by the State for _____ [service] [supply] _____ in
Paragraph _____ is (increased/decreased) by (\$ amount of change) to a new total of (\$ _____) based on the
unit pricing schedule in Exhibit _____. The first sentence in Paragraph _____ is hereby modified accordingly;
The total contract value to include all previous amendments, change orders, etc. is [\$ _____].

OR
The parties agree that the changes made herein are "no cost" changes and shall not be the basis for claims for
adjustment to [price] [cost ceiling], delivery schedule, or other terms or conditions of the contract. The parties
waive and release each other from any claims or demands for adjustment to the contract, including but not
limited to price, cost, and schedule, whether based on costs of changed work or direct or indirect impacts on
unchanged work. Controller approval of this "no cost" change is not required. _____ contractor initials.
_____ Agency initials.

[Include this sentence: This change to the contract is intended to be effective as of _____, or on
approval by the State Controller, whichever is later.]

Please sign, date, and return all copies of this letter on or before _____ 20 _____.

APPROVALS:

LOCAL AGENCY Name:

State of Colorado:
Bill Ritter, Jr. Governor

By: _____

By: _____

Name _____
Title _____

For the Executive Director
Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the
State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin
performance until the contract is signed and dated below. If performance begins prior to the date below, the
State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller, Leslie M. Shenefelt

By: _____

Date: _____

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 _____, [your Agency code here], between the State of Colorado Department of or Higher Ed Institution [your agency name here _____], [_____ division], and

[Add Contractor's name here]

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 Paragraph _____.] and/or [increase/decrease the amount of goods/services at the same rate(s) as specified in Paragraph/Schedule/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 0____]. The first sentence in Paragraph _____ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, etc. is [\$_____].

APPROVALS:

State of Colorado:
Bill Ritter, Jr. Governor

By: _____ Date: _____
For the Executive Director
Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

State Controller, Leslie M. Shenefelt

By: _____

Date: _____