RESOLUTION NO. 14-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO APPROVING A MAINTENANCE CONTRACT WITH W.L. CONTRACTORS, INC. FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

WHEREAS, the City of Castle Pines ("City") is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, W.L. Contractors, Inc. currently provides traffic signal maintenance services to the City; and

WHEREAS, the City solicited bids for traffic signal and related maintenance services to commence in January 2015; and

WHEREAS, W.L. Contractors, Inc. was the sole bidder and the responsible and responsive bidder; and

WHEREAS, it is the desire and intent of the City Council to award the traffic signal maintenance services contract to W.L. Contractor, Inc.; and

WHEREAS, the services are more particularly described in the maintenance contract attached to this Resolution as **Exhibit 1** (the "Agreement").

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

Section 1. The City Council hereby (a) approves the Agreement, in substantially the form attached hereto as **Exhibit 1**, (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Agreement as may be appropriate that do not increase the financial obligations of the City, and (c) authorizes the Mayor or the Mayor Pro Tem to execute the same on behalf of the City.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 7 in favor, 0 against and 0 absent this 9th day of December, 2014.

Jeffrey T. Huff, Mayor

ATTEST:

Diane Spomer, CMC, City Clerk

Approved as to form:

Linda C. Michow, City Attorney

EXHIBIT 1

W.L. CONTRACTORS, INC.
TRAFFIC SIGNAL MAINTENANCE CONTRACT (2015)

M1505

2015
Traffic Signal Maintenance Contract
For the City of Castle Pines, Colorado

Rec 12/19

INTENT AND SCOPE

Definition of Terms:
Throughout this contract, the term "Owner" shall reference the City of Castle Pines, and include representatives and employees of the City. The term "Contractor" shall reference W.L. Contractors, Inc., a Colorado corporation whose business address is 5920 Lamar Street, Arvada, Colorado 80003.

The Contract Documents:
The contract documents, which constitute the entire agreement between the Owner and the Contractor, are as follows:

1. Intent and Scope;
2. Contract;
3. Personnel & Equipment Specifications;
4. Special Conditions;
5. Maintenance and Extra Work Specifications;
6. Terms of Payment;
7. Warranty;
8. Exhibit "A" Fee Schedule;
9. Exhibit "B" Inventory Form;
10. Exhibit "C" Intersection List; and
11. Exhibit "D" Owner Addendum

Intent:
To furnish complete traffic signal maintenance service, including preventive maintenance, for pricing as defined based on a twelve (12) month contract period. Service shall include furnishing all labor, tools, equipment, and personnel necessary to provide the services as described in the contract documents. All work shall be performed in accordance with CDOT standards and technical specifications.

Scope:
Work to be completed under this contract may include, but is not limited to, the following:

1. Annual preventive maintenance procedures.
2. Quarterly preventive maintenance procedures.
3. Flasher and beacon maintenance.
4. Speed Radar Sign Maintenance
5. Unscheduled and emergency repairs.

Term of Contract:
The contract shall be in force from date of acceptance by the Owner, and extend to midnight December 31st, 2015. The contract hereby grants the Owner an option to renew this contract for two (2) additional terms of one (1) year each, all terms and conditions to remain the same with the exception of the prices to be paid for the required maintenance, extra work, and reimbursement of materials. Not less than thirty (30) days prior to the expiration of the contract, the Contractor may submit to the Owner a revised price schedule. The Owner shall accept or reject the revised schedule by written notification to the Contractor not less than ten (10) days prior to the expiration of the contract. Acceptance of the revised schedule shall constitute an exercise of the Owner's option to renew the contract. In the event that the Contractor does not submit a revised price schedule, it shall be presumed that the Owner may renew this contract for one (1) additional year term at the same prices as had been in effect during the immediately preceding contract year.

The Owner and/or Contractor may terminate this contract, for any reason; upon sixty (60) days written notification to the other party. Complete payment for all work completed by the Contractor shall be presented to the Contractor within sixty (60) days of date of termination. All material belonging to the Owner shall be delivered to the Owner within sixty (60) days of date of termination.

CONTRACT

The Contractor hereby states that it has carefully examined the specifications, conditions, and other contract documents, and has fully investigated the locations, character, and the extent of the work to be completed as described under this

2015
Traffic Signal Maintenance
For the City of Castle Pines, Colorado

The Contractor, in compliance with this contract, hereby agrees to do all work called for in the said specifications, conditions, schedules, and contract documents, and to furnish all labor, tools, testing equipment, vehicles, and personnel necessary for the completion of said work, including extra work for prices as defined in Exhibit "A" Fee Schedule of this contract. Standard monthly retainer costs, lump sum costs for initially requested services, and yearly costs are outlined below for budgeting purposes.

Description	**QTY**	**Monthly Cost (Ea)**	**Lump Sum Cost (Ea)**
Traffic Signals	6	$ 50.00	$ 3,600
Pedestrian Signals	5	$ 25.00	$ 1,500
Flashers & Beacons	9	$ 18.00	$ 1,944
Speed Radar Signs	0	$ 0.00	$ NA

The unit monthly costs cover monthly retainer fees only. Unit lump sum costs reflect costs as defined in Exhibit "A" Fee Schedule for services as initially requested for inclusion in the contract. All other services shall be performed at unit pricing as defined in Exhibit "A" Fee Schedule, or other prices as agreed upon in writing per the terms of the contract.

Total Yearly Cost (monthly retainer fees only): Seven Thousand Forty Four Dollars ($ 7,044.00).

All other services provided under this Traffic Signal Maintenance Contract ("Contract"), including but not limited to flasher and beacon maintenance, speed radar sign maintenance, and unscheduled and emergency repairs (the "Additional Services") shall not exceed seventeen thousand nine hundred fifty six dollars ($17,956.00). Total compensation to Contractor during the annual term of this Contract, including the monthly retainer fees and the fees for any and all Additional Services billed in accordance with the unit pricing attached in the Exhibit "A" Fee Schedule, shall not exceed twenty five thousand dollars ($25,000) without a written amendment to this Contract.

THIS CONTRACT is made this 23rd day of December, 2014 between the City of Castle Pines (the "Owner"), and WL Contractors, Inc. (the "Contractor"), for 2015 Traffic Signal Maintenance (the "Project").

City of Castle Pines
7501 Village Square Drive
Suite 100
Castle Pines, CO 80108

By: _____
Jeffrey T. Huff, Mayor

WL Contractors, Inc.
5920 Lamar St.
Arvada, CO 80003

By: _____
Toni A. Winkler, President

ATTEST:

_____
City Clerk

PERSONNEL AND EQUIPMENT SPECIFICATIONS

PE-1 CONTINUOUS SERVICE:

Continuous maintenance and emergency service shall be provided by the Contractor on a twenty-four (24) hour, three hundred sixty five (365) day per year basis for the entire contract award period. The Contractor shall provide and maintain twenty-four (24) hour continuous, one number telephone answering service and the Contractor shall be considered notified when the information is given to the answering service. All changes in the telephone number shall be preceded by a written notice to the Owner not less than (1) week prior to the date of the change.

PE-2 SERVICE PERSONNEL REQUIREMENTS:

The contractor shall have present, during any repair and/or maintenance work, sufficient and qualified personnel to properly perform the work. All services provided by the Contractor shall be supervised by an I.M.S.A. Certified Level II Traffic Signal Technician or approved combination of certifications and experience. All electronics lab work shall be supervised by an I.M.S.A. Certified Level III Bench Technician or Certified Electronics Technician.

All I.M.S.A. qualifications shall be maintained throughout the contract period with verification of certification being provided to the Owner within seventy-two (72) hours of request by the Owner.

PE-3 SERVICE EQUIPMENT:

The Contractor shall maintain a fleet of service trucks which shall be capable of providing accessibility to the location of the work for rapid maintenance and/or repair as necessary. The number of service trucks required shall be determined by the accessibility of service trucks as related to other types of projects and/or contracts that the Contractor may presently, or in the future, engage, which would affect the performance necessary to complete this Contract. The minimum required vehicles shall include; one primary and one backup emergency service truck; one 50' bucket truck; and one derrick/digger truck. Each shall be equipped with wireless telephone communications licensed to the Contractor, and shall have amber rotating beacons or strobes. Each vehicle shall be clearly identified with the Contractor's name and telephone number.

PE-4 INSURANCE:

The Contractor shall, during the term of the Contract and until completion thereof, including any and all renewal terms, maintain in force insurance coverage equal to or greater than the amount and type specified below.

Type of Insurance	Minimum Limits of Liability
Standard Workmen's Compensation and Employer's Liability including Occupational Disease Coverage	In conformance with the compensation laws of the State of Colorado
Comprehensive General Liability Insurance	$350,000 each person $990,000 each occurrence $1,000,000 aggregate
Comprehensive Automobile Liability Insurance	$350,000 each person $990,000 each occurrence
Umbrella Liability Coverage	$2,000,000

SPECIAL CONDITIONS

SC-1 DAMAGE TO EQUIPMENT BEYOND THE CONTROL OF THE CONTRACTOR:
When damage or malfunctions to equipment maintained by the Contractor, but not being actively worked on occurs, which is clearly beyond the control of the Contractor, the Owner shall pay all costs related to such occurrences at the prices established in this contract, provided suitable evidence has been presented by the Contractor. Such damage may be the result of, but not limited to, the following types of occurrences:

1. Vandalism
2. Vehicle Damage
3. Major Storm
4. Roadway Failures
5. Utility Failures
6. False Calls
7. Construction Damage
8. Equipment Failures
9. Detours

SC-2 ADDITIONAL REPAIRS:
During the course of maintenance or surveillance, the Contractor is expected to watch for other signal repairs that may be needed. If a situation is observed that requires repair, and may be billed to the Owner, approval by the Owner is required prior to beginning those repairs, except for repairs of an emergency nature. Repairs of an emergency nature shall be immediately performed by the Contractor, to minimize liability, and shall be charged to the Owner at contract rates.

SC-3 WORK ORDERS:
Signed proposals and work orders shall be notices to proceed. A signed proposal or work order shall be issued to the Contractor prior to the start of extra work except for emergency repairs.

SC-4 MAINTENANCE OF TRAFFIC:
All street detours, partial or complete, shall be approved by the Owner. All construction and maintenance operations which may create hazards to vehicles, pedestrians, or the workers shall require traffic control devices as specified by FHWA and the MUTCD, as required by the Owner.

SC-5 ADDITIONAL TRAFFIC SIGNAL LOCATIONS:
As additional traffic signals and school zone flashers are accepted by the Owner, those locations shall be added to the contract by the Owner at established prices in this contract. Billing for each additional location will begin the first full month after the location is added. An acceptance inspection of the location shall be performed by the Contractor prior to adding a new location to the contract. Contract rates shall apply for this inspection as defined in Exhibit "A" Fee Schedule.

SC-6 INVENTORY OF MATERIALS AND PARTS:
It shall be the responsibility of the Contractor to stock materials and parts as may be needed for normal repair of the traffic control equipment. In addition, the Contractor shall stock the necessary controllers, poles, signals and parts necessary to restore an intersection to an operating condition on an emergency basis.

SC-7 REPLACEMENT OF MATERIALS, PARTS, OR UNITS:
All materials, parts, and units used in the course of performing traffic signal maintenance and/or repair shall be supplied by the Contractor except as directed otherwise by the Owner. Materials supplied by and used by the Contractor for performing extra work shall be billed to the Owner at the Contractor's cost, plus a material markup as defined in Exhibit "A" Fee Schedule.

SC-8 OTHER CONTRACTORS:
The Owner shall notify the Contractor in writing when any other contractor(s) are scheduled to do any work on traffic signals at the location(s) covered under this contract. The said location(s) will temporarily be removed from the maintenance schedule until the other contractor(s) work has been accepted by the Owner and the Contractor at which time the location will be reinstated in the maintenance schedule.

MAINTENANCE AND EXTRA WORK SPECIFICATIONS

TS-1 ANNUAL PREVENTIVE MAINTENANCE CHECK (APM):

An Annual Preventive Maintenance Check shall be completed on an annual basis at each traffic signal location, unless otherwise instructed in writing by the Owner.

The following shall be completed:

1. **Documentation**:
   The Contractor shall check for all documentation as defined by the Owner. This documentation shall include, but not be limited to, the cabinet print(s), phasing diagram, intersection plan/as-built, controller data sheet(s), and log book. The Owner shall be notified of all missing, illegible, or damaged documentation.

2. **Cabinet**:
   The Contractor shall check the general condition of the controller cabinet. Clean cabinet and components thoroughly, replace disposable filters, clean permanent filters, lubricate locks and hinges, check door seals, check condition of cabinet caulking at the cabinet base and re-caulk if necessary. Remove posters, tape, and graffiti from cabinet surface. Check the thermostat, fan, cabinet light, and convenience outlet for proper operation. Verify that the thermostat is set at 85 degrees as defined by the Owner. Verify that anchor bolts and ground rod clamp(s) are tight. Ensure that all field wiring is identified with tags, indicating phase and direction. Tag field wiring that is not identified. Check field wire connections. Tighten field wire connections as needed. Report problems and noted areas of concern to the Owner.

   In cases of infestation by mice, etc. the Contractor shall notify the Owner, take appropriate safety precautions, and immediately remove nesting material and debris. Poison shall be placed in the cabinet. Required actions to limit the possibility for future infestation shall be noted and reported to the Owner.

3. **Cabinet Switches**:
   The Contractor shall check all switches, in the police door and inside the cabinet, for proper operation. These switches include flash, on/off, stop time, detector test, manual control, etc. Flash transfer relays and associated contacts shall be inspected for wear. Report problems and noted areas of concern to the Owner.

4. **Controller**:
   The Contractor shall check all controller settings against what is stated on the controller data sheet(s). Check all indicator lamps, LEDS and LCDS for proper operation. Check one clearance interval with a stopwatch to verify the controller's reference to one second. Observe dynamic operation, insuring all functions to be operating properly. Report problems, controller data sheet discrepancies, and noted areas of concern to the owner.

5. **Conflict Monitor / MMU**:
   The Contractor shall check voltage monitor operation by turning off, or disconnecting, the controller. Check red fail operation by removing a load switch or flash transfer relay. Check for conflicts and conformance to NEMA specifications. Report problems and noted areas of concern to the Owner.

   Computerized testing using an ATSI approved tester may be performed at the Owner's request and charged as per unit pricing. Computerized test results shall include monitor location, manufacturer, model, serial number, tests completed, and test date. The technician shall review these results and check for conformance with tester standards. Copies of test results shall be left in the cabinet.

6. **Coordination**:
The Contractor shall check telephone lines, interconnect, and all associated equipment for proper operation. Check for proper controller manipulation by use of holds, force off, max 2, etc. Check all settings per data sheet. Check clock on coordination equipment and reset if necessary. Report problems and noted areas of concern to the Owner.

7. **Preempt**:
The Contractor shall test railroad preempt for proper operation with a test switch or by removing or jumping input as required. The Contractor shall test emergency vehicle preemption by use of an emitter from proper distance. Report problems and noted areas of concern to the Owner.

8. **Detection**:
The Contractor shall check for proper operation of all vehicle detection.

   Inductance Loops – Check vehicle detection for proper operation; re-tune detector amplifiers if necessary. Check loop splices; re-splice inductance loops if necessary and if the water valve boxes and/or pull boxes are readily accessible. Check detector amplifier settings, including extend/delay function settings, and make setting adjustments as necessary to maximize detection operation based on the Owner's specifications. Make cursory checks regarding the general condition of the inductance loops, surrounding pavement, and water valve boxes. Report pavement failures related to existing or imminent loop failures to the Owner. Report damaged, missing, buried, raised and/or sunken water valve boxes, water valve box lids, and/or pull boxes to the Owner. Report problems and noted areas of concern to the Owner.

   Where vehicle detection is failed, the Contractor shall place the vehicle detection's associated vehicle phase on maximum recall and immediately notify the Owner.

   Video Detection – Check vehicle detection for proper operation. Conduct a cursory check of the attachment hardware. Check video quality. Check cameras for proper alignment. Clean camera lenses if necessary. Report problems and noted areas of concern to the Owner.

   Where vehicle detection is failed, the Contractor shall place the vehicle detection's associated vehicle phase on maximum recall and immediately notify the Owner.

9. **Signal Heads**:
The Contractor shall check all signal heads for proper height and alignment, check for damaged housings, lenses, reflectors, visors, burned out bulbs, inoperable LEDs, and worn mounting hardware. Report problems and noted areas of concern to the Owner.

10. **Poles**:
The Contractor shall visually check the alignment and general condition of poles. Check poles for damage, rust, and need of paint. Check for missing or loose hand-hole covers, nut covers, and nuts. Conduct cursory visual inspection of signal caissons, bolts, welds, and attachment hardware. Tighten bolts where necessary. Document and report any deficiencies in the structure and/or hardware to the Owner.

When and where the Contractor observes a situation which is deemed critical by the Contractor, and/or poses a safety hazard to the public if not corrected, and when and where the corrective measure requires additional personnel, equipment, and/or materials, the Contractor shall immediately notify the Owner and shall take the required actions to correct, and/or make safe, the situation. In such a case, the Owner shall incur additional charges.

11. **Mast arms**:
The Contractor shall visually check the alignment and general condition of mast arms. Check mast arms for damage, rust, and need of paint. Check for missing or loose hand-hole covers, bolts, and nuts. Conduct cursory visual inspection of bolts, welds, and attachment hardware. Tighten bolts where necessary. Document and report any deficiencies in the structure and/or hardware to the Owner.

When and where the Contractor observes a situation which is deemed critical by the Contractor, and/or poses a safety hazard to the public if not corrected, and when and where the corrective measure requires additional personnel, equipment, and/or materials, the Contractor shall immediately notify the Owner and shall take the required actions to correct, and/or make safe, the situation. In such a case, the Owner shall incur additional charges.

12. **Span-wire**:
The Contractor shall check all top and bottom span-wires for excessive slack, sag, damage, fraying and proper height. Check all eyebolts, strand vices, hangers, hardware, signs, etc. for damage or excessive wear. Report problems and noted areas of concern to the Owner.

13. **Pull-boxes**:
The Contractor shall check all pull-boxes for damage. Check all pull boxes for missing, broken, and/or loose fitting lids. Check for proper height and potential trip hazards. Check condition of wiring including conductor insulation, cable insulation, and splices. Check grounding where present to ensure grounding wires are correctly fastened and tight. Tighten and/or reattach conduit grounds where necessary. Re-splice and/or re-seal connections requiring immediate attention. Report problems and noted areas of concern to the Owner.

14. **Push-buttons**:
The Contractor shall check pedestrian push buttons for proper and secure mounting, proper operation, and general condition. Verify pedestrian push button operation to ensure that the correct pedestrian phase is called. Check the presence and condition of pedestrian push button instructional signs. Report problems and noted areas of concern to the Owner.

Where pedestrian detection is failed, place the pedestrian detection's associated pedestrian phase on pedestrian recall and immediately notify the Owner.

15. **Voltage and Current Readings**:
Check and record the controller +24VDC, total intersection current, and the A.C. line voltage.

16. **Annual Inventory:**
A written copy of the inventory of each location shall be provided to the Owner. The Contractor shall provide the appropriate information regarding the items listed on the intersection inventory sheet.

17. **Repair Report:**
All hazardous conditions shall be corrected immediately at additional cost to the Owner. The Contractor shall supply the Owner with a detailed report of work done and work required for each location at which an Annual Preventive Maintenance has been completed.

18. **Uninterruptible Power Supply (UPS):**
The Contractor shall check the UPS for proper operation by disconnecting the power source. Where the UPS functions properly, the power source shall remain disconnected for a period of no less than 5 minutes. Where the UPS fails operation, the power source shall be reconnected with the signal restored to normal operation. Additional checks shall be made using a battery load tester. Report problems and noted areas of concern to the Owner.

TS-2 QUARTERLY PREVENTIVE MAINTENANCE CHECK (QPM):

One Quarterly Preventive Maintenance Check shall be completed on an annual basis at each traffic signal location, unless otherwise instructed in writing by the Owner. As part of the Quarterly Preventive Maintenance Check, an operational check of the following components shall be performed.

1. Cabinet Fan
2. Controller/Coord Operation
3. Conflict Monitor Indications
4. Flasher Circuits
5. Signal Timing
6. Time Base Clocks
7. Vehicle Detectors
8. Signal Indications
9. Signal Alignment
10. Pedestrian Push Buttons
11. Remove Graffiti/Tape
12. Remove Unauthorized Signs

REPAIRS/REPORT:

All hazardous conditions shall be corrected immediately at additional cost to the Owner. The Contractor shall supply the Owner with a detailed report of work done and work required for each location at which a Quarterly Preventive Maintenance Check has been completed.

TS-3 FLASHER AND BEACON PREVENTIVE MAINTENANCE CHECK:

A Flasher and Beacon Preventive Maintenance Check shall be performed on each flasher/beacon pole prior to the beginning of each school year, and/or at other times designated by the Owner. The following checks shall be performed at that time.

1. Check condition of signs, poles, signal heads, and cabinet.
2. Clean lenses, reflectors, signs, and cabinet as necessary.
3. Check operation of clock, flasher, and signals.
4. Check for obstruction by trees, bushes, etc.
5. Check signals and signs for proper alignment, realign and secure as necessary.
6. Replace incandescent bulbs as required.

PROGRAMMING:

Programming of school flashers is not included as part of the Flasher and Beacon Preventive Maintenance Check. Programming of the school flashers shall only be completed at the request of the Owner. When programming is completed, additional costs shall apply.

TS-4 SPEED RADAR SIGN PREVENTIVE MAINTENANCE CHECK:

A Speed Radar Sign Preventive Maintenance Check shall only be completed at the request of the Owner. When requested by the Owner, and unless directed otherwise by the Owner, a Speed Radar Sign Preventive Maintenance Check shall be performed at each speed radar sign on a yearly basis with the following checks being performed at that time.

1. Check display operation.
2. Check accuracy of speed display with the use of the manufacturer supplied tuning fork.
3. Check limit settings based on posted speeds and Owner specifications.

TS-5 ANNUAL INCANDESCENT LIGHT BULB CHANGE:

Annual incandescent light bulb changes shall only be completed at the request of the Owner. When requested, all incandescent signal light bulbs at each traffic signal shall be replaced City-wide and charged per unit cost as defined in "Exhibit "A" Fee Schedule". All burned out bulbs will be replaced by the Contractor at no cost to the Owner for the duration of the contract year. Reported burned out bulbs will be replaced by the end of the following working day.

TS-6 UNSCHEDULED AND EMERGENCY REPAIRS:

All malfunctions of a controller and its auxiliary equipment shall be considered an emergency unless otherwise identified by the Owner. Equipment malfunctions, and/or damage, which, in the opinion of the Owner, constitutes a serious hazard or inconvenience to the public shall be considered an emergency. Such malfunctions or damage may include, but not necessarily be limited to, situations where:

1. All red indications are out including bulbs, lenses or LEDs, for any one traffic movement;
2. Signal heads give conflicting indications to any intersection approach; or
3. A signal has been knocked down.

Contractor shall undertake each such emergency repair no later than two (2) hours after the Owner notifies Contractor of the emergency.

Contractor shall be entitled to charge Owner for a minimum of one (1) hour for the labor and equipment actually used to make any such repair in the event that the repair work takes less than one (1) hour to complete. In the event that the repair work exceeds one hour, the additional time shall be charged in one-half (1/2) hour increments. The minimum of one (1) hour for labor and equipment does not apply to Scheduled Preventive Maintenance. The Owner shall pay Contractor for the materials, parts and/or supplies actually used by Contractor in making any such repair pursuant to this contract. Personnel and equipment costs shall be calculated portal to portal.

TS-7 EXTRA WORK:

The term "extra work" shall be understood to mean and to include all work that may be required by the Owner which is not preventive maintenance or unscheduled and emergency repair work. Examples of extra work may include, but not be limited to, the following:

1. Modifications to an existing signalized intersection. This would typically describe intersection reconstruction requiring the relocation of all or part of the existing signal equipment. This would also include the installation of signal equipment not presently found at an existing signalized intersection. (Example: The installation of loop detectors on an approach with no existing detection).
2. Installation of equipment and/or materials for a new signal installation location, either complete or partial.
3. Changes in signal timing.
4. Painting of mast-arms, span-wire poles, control cabinets, signal heads and visors.
5. Installation of School Speed Limit Flashers and warning beacons.

TS-8 SYSTEM MONITORING:

System monitoring of traffic signals on the Owners system for which remote communications has been established, for which the Owner makes available a communications link to the Contractor, and for which the Contractor has in place the required hardware and software to complete the communications link, and obtain a reliable remote connection to the Owner's system, shall be completed as specified below, and as part of the monthly costs as defined in the contract. System monitoring, as defined, shall be completed through the remote communications link when features are available and enabled through existing hardware and software.

1. Daily: Reset Master Controller Clocks to WWV;
2. Daily: Compare system controller program in the field against the system controller program stored in the Contractor's database;
3. Daily: Automatic notification, for immediate response by the Contractor, of traffic signal fault flash condition; and
4. Each Workday: Review system controller program comparison logs. Notify the Owner via email of communication failures, and recorded database inconsistencies.

SETUP/REPAIRS:

System adjustments may be required prior to system monitoring. System adjustments, required to enable system monitoring, shall be completed at additional cost to the Owner. Response, by the Contractor, for system faults and/or failures, and/or Owner requests shall be at additional cost to the Owner. Response may include, but not be limited to, the uploading, downloading, and storing of system controller program changes, restoration of communication failures, and restoration of traffic signal to normal operation when a fault flash condition is reported.

The Owner is expected to own and maintain a copy of the signal system software and database files. The Contractor's database shall remain the property of the Contractor.

TS-9 TIME AND MATERIALS PROPOSAL:

For any installations or extra work, the Contractor may submit a proposal for acceptance or rejection by the Owner. The proposal shall include estimated time, equipment and materials. If the proposal is accepted by the Owner, the installation or extra work would be performed by the Contractor on a time and materials basis for a price not to exceed that set forth in the proposal. Changes by the Owner, which occur after the proposal has been submitted, will be considered as changes to the proposal.

TERMS OF PAYMENT

TP-1 PAYMENT SCHEDULE:
Invoicing shall be completed on a monthly basis for regular monthly fees and all completed services including, but not limited to, preventive maintenance services, unscheduled and emergency repair work, and all extra work.

TP-2 INOVICE DISPUTES:
Should an invoice dispute arise, the Contractor shall supply and review the associated records with the Owner. Should a mistake be found within the Contractor's records, the costs shall be adjusted and a new invoice shall be issued. Where no mistake has been made by the Contractor, the invoice shall stand with payment being made pursuant to this Contract and the original date of invoice.

The Owner shall be responsible for all invoices associated with maintenance and repairs of traffic signals and equipment included as part of this Contract. Should the Owner deem any maintenance or repair completed by the Contractor, which is in any way associated with traffic signals and equipment included as part of this Contract, to be the responsibility of a different agency or third party, it shall be the Owner's responsibility to contact the responsible party and recoup the fees invoiced by the Contractor. The Owner shall pay the Contractor all costs associated with the disputed invoice pursuant to this Contract.

TP-3 PAYMENT SCHEDULE:
All payments for invoiced work as part of this Contract are due Net 30 days. Should payments for invoiced work pass a Net 60 day period, an interest charge of 1.5% per month shall be added to the invoice.

WARRANTY

W.L. Contractors, Inc. warrants all work performed for one (1) year from date of acceptance by the Owner. Materials warrantees shall be through the manufacturer and shall neither be limited nor extended by W.L. Contractors.

Where warranted materials, which were correctly installed, fail, labor fees for troubleshooting, removal, replacement, reinstallation, along with shipping fees, shall be chargeable pursuant to the contract.

Exhibit "A"
Fee Schedule

Equipment:	**Hourly Rate**
Bucket Truck	$ 39.75
Boom/Digger Truck	$ 75.00
Dump Truck	$ 32.55
Trencher	$ 65.00
Compressor	$ 15.00
Saw Truck	$ 30.00
Pickup Truck	$ 32.55
Maintenance Van	$ 31.50
Computer	$ 10.00

Personnel:	**Hourly Rate**
Supervisor	$ 60.00
Foreman	$ 55.00
Tech III	$ 60.00
Tech II	$ 55.00
Tech I	$ 50.00
Operator	$ 45.00
Laborer	$ 36.75
Traffic Engineer/Engineering Services	$ 99.75
Master Electrician	$ 57.75

Optional Services:	**Unit Cost**
Jacked Conduit (Directional)	$ 18.00
6x6 Loop (Installed)	$475.00
6x30 Quad Loop (Installed)	$1000.00
6x40 Quad Loop (Installed)	$1200.00

Material Markup	15%

Exhibit "B"

WL Contractors, Inc.

Traffic Signal Inventory For City of Castle Pines

General:

Location: _____ Date: _____

Internal

Config: 8 Phase Quad / Tee / Other _____

Coordinated Phase(s): 2 / 2&6 / 4&8 Dir of Coordinated Phase(s): N&S / E&W

Cabinet:

Mnf: _____ Type: _____ Size: _____

# of Phases: 4, 8, 12

Master Controller

Mnf: _____ Model: _____ Ser #: _____

Software Revision: _____

Local Controller

Mnf: _____ Model: _____ Ser #: _____

Software Revision: _____

Conflict Monitor/MMU

Mnf: _____ Model: _____ Ser #: _____

# of Channels: _____

Filter

# of Filters: _____ Size: _____ Type: Perm / Disposable

Interconnect

Type: None / Radio / Fiber / Copper Twisted Pair Other: _____

Additional Equipment:

UPS	Mnf:	_____	Model:	_____
Radio	Mnf:	_____	Model:	_____
Phone Modem	Mnf:	_____	Model:	_____
Fiber Modem	Mnf:	_____	Model:	_____
ICM/470i	Mnf:	_____	Model:	_____

Other:

_____

_____

_____

Presence Detectors

Type: Inductance / Radar / Video Mnf: _____

Model: _____ Channels: _____ Dir: All / NB / SB / EB / WB

Type: Inductance / Radar / Video Mnf: _____

Model: _____ Channels: _____ Dir: All / NB / SB / EB / WB

Type: Inductance / Radar / Video Mnf: _____

Model: _____ Channels: _____ Dir: All / NB / SB / EB / WB

Type: Inductance / Radar / Video Mnf: _____

Model: _____ Channels: _____ Dir: All / NB / SB / EB / WB

System Detectors

Type: Inductance / Radar / Video Mnf: _____

Model: _____ Channels: _____ Dir: All / NB / SB / EB / WB

Type: Inductance / Radar / Video Mnf: _____

Model: _____ Channels: _____ Dir: All / NB / SB / EB / WB

Type: Inductance / Radar / Video Mnf: _____

Model: _____ Channels: _____ Dir: All / NB / SB / EB / WB

Type: Inductance / Radar / Video Mnf: _____

Model: _____ Channels: _____ Dir: All / NB / SB / EB / WB

Spare Equipment in Cabinet

Load Switches: _____

DC Isolators: _____

Other:

_____

_____

_____

External

Signal Heads

Color: Yellow / Black Type: Poly / Metal OH Backplates: Y / N

LED: Y / N / Some Count Down Pedestrian Heads: Y / N / Some

NB

Count: OH 5 Section: _____ SOP 5 Section: _____

OH 3 Section: _____ SOP 3 Section: _____

Pedestrian Heads: _____

SB

Count: OH 5 Section: _____ SOP 5 Section: _____

OH 3 Section: _____ SOP 3 Section: _____

Pedestrian Heads: _____

EB

Count: OH 5 Section: _____ SOP 5 Section: _____

OH 3 Section: _____ SOP 3 Section: _____

Pedestrian Heads: _____

WB

Count: OH 5 Section: _____ SOP 5 Section: _____

OH 3 Section: _____ SOP 3 Section: _____

Pedestrian Heads: _____

_____ OH 5 Section: _____ SOP 5 Section: _____

OH 3 Section: _____ SOP 3 Section: _____

Pedestrian Heads: _____

Poles/Mastarms

NE

Corner: Type: Ped / Mastarm / Span **AND** Traffic Signal / Street Light

Mastarm Length #1: _____ Mastarm Length #2: _____

Lumenaire Davit: Y / N Lumenaire: Y / N

Bolt Cir/ Diameter: _____ # of Anchor Bolts: _____

NW

Corner: Type: Ped / Mastarm / Span **AND** Traffic Signal / Street Light

Mastarm Length #1: _____ Mastarm Length #2: _____

Lumenaire Davit: Y / N Lumenaire: Y / N

Bolt Cir/ Diameter: _____ # of Anchor Bolts: _____

SE

Corner: Type: Ped / Mastarm / Span **AND** Traffic Signal / Street Light

Mastarm Length #1: _____ Mastarm Length #2: _____

Lumenaire Davit: Y / N Lumenaire: Y / N

Bolt Cir/ Diameter: _____ # of Anchor Bolts: _____

SW

Corner: Type: Ped / Mastarm / Span **AND** Traffic Signal / Street Light

Mastarm Length #1: _____ Mastarm Length #2: _____

Lumenaire Davit: Y / N Lumenaire: Y / N

Bolt Cir/ Diameter: _____ # of Anchor Bolts: _____

_____ Type: Ped / Mastarm / Span **AND** Traffic Signal / Street Light

Mastarm Length #1: _____ Mastarm Length #2: _____

Lumenaire Davit: Y / N Lumenaire: Y / N

Bolt Cir/ Diameter: _____ # of Anchor Bolts: _____

Pedestrian Push Buttons

Count: _____ ADA: Y / N

Bulb Count

68/69 Watt: _____ 116 Watt: _____ 150 Watt: _____ 3M: _____

Opticom

Count: 2 Ch Phase Selectors (752): _____

4 Ch Phase Selectors (754): _____

711 Detectors: _____

721 Detectors: _____

722 Detectors: _____

Comments/Observations:

_____

_____

_____

_____

_____

WL Contractors, Inc.'s Technician: _____

Exhibit "C"
Intersection List

Vehicle Signals:

1. Castle Pines Pkwy & Timber Trail Elementary
2. Castle Pines Pkwy & Charter Oaks
3. Castle Pines Pkwy & Debbie Lane
4. Castle Pines & Lagae
5. Castle Pines & Monarch
6. Castle Pines & Yorkshire

Fire Signals:

1. Castle Pines Pkwy & 1st Ave.

Pedestrian Signals:

<None>

School Flashers:

1. Buffalo Ridge Elementary School (4 Flashers)
   - Monarch Blvd @ Oxford Dr (SB)
   - Monarch Blvd @ Shoreham Cir (NB)
   - Shoreham Dr @ Warwick Pl (SB)
   - Tenby Way @ Campden Way (WB)
2. D.C. Montessori Charter School (3 Flashers)
3. Timber Trail Elementary School (2 Flashers)
   - Castle Pines Pkwy @ East of Oxford Dr (EB)
   - Castle Pines Pkwy @ West of Monarch Blvd (WB)

Beacons:

<None>

Speed Radar Signs:

<None>

Exhibit "D"
Owner Addendum

This Owner Addendum (the "Addendum") is entered into by and between the City of Castle Pines and W.L. Contractors, Inc., a Colorado corporation.

In the event of any conflict between the Contract Documents and this Addendum, the Addendum shall control.

1.0 PAYMENT PROCESSING:

1.1 Payment Processing. The Contractor shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by the Contract or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all appropriate measure(s) of Contractor work effort (e.g., task completion, work product delivery, or time) and all authorized reimbursable expenses for the services during the stated period of the invoice. Following receipt of a Contractor's invoice, the City shall promptly review the Contractor's invoice. All City payments for services rendered pursuant to the contract shall be issued in the business name of Contractor only.

1.2 City Dispute of Invoice or Invoiced Item(s). The City may dispute any Contractor compensation and/or reimbursable expense requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in accordance with the Contract. Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor.

2.0 STANDARD OF PERFORMANCE:

In performing the work and services described in the Contract Documents (the "Services"), the Contractor warrants that it shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. Contractor represents to the City that the Contractor is, and its employees or sub-contractors performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to perform the Services competently, timely, and professionally in accordance with this Contract.

3.0 FAILURE TO OBTAIN OR MAINTAIN INSURANCE:

The Contractor shall, during the term of this Contract and until completion thereof, maintain in force insurance coverage equal to or greater than the amount and types specified on page 6 above (the "Required Insurance"). The Contractor's failure to obtain and continuously maintain the Required Insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all

premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Contract.

Prior to commencement of the Services, the Contractor shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section 3.0 shall be indicated on each certificate of insurance. Certificates of insurance shall reference the Project as identified in the Contract Documents. The City may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Contract.

4.0 NO WAIVER OF GOVERNMENTAL IMMUNITY:

Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10 of the Colorado Revised Statutes.

5.0 NO THIRD PARTY BENEFICIARIES:

Nothing contained in this Contract is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party, including any agent, sub-consultant or sub-contractor of Contractor. Absolutely no third-party beneficiaries are intended by this Contract. Any third-party receiving a benefit from this Contract is an incidental and unintended beneficiary only.

6.0 ARTICLE X, SECTION 20 / TABOR:

The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City of Centennial, and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

7.0 GOVERNING LAW AND VENUE:

This Contract shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Contract shall be in the appropriate court for Douglas County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Contract, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Contract. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Contract.

CONTRACTOR: W.L. CONTRACTORS, INC., a Colorado corporation

By: _____
Toni A. Winkler, President

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing Owner Addendum was acknowledged before me this 23rd day of December, 2014, by Toni A. Winkler as President of W.L. Contractors, Inc., a Colorado corporation.

Witness my hand and official seal.
My commission expires: _____.

Barbara L Wright
Notary Public

BARBARA WRIGHT
NOTARY PUBLIC
STATE OF COLORADO
Notary ID 20004034686
My Commission Expires 01/08/2017

CITY: CITY OF CASTLE PINES

By: _____
Jeffrey T. Huff, Mayor

ATTEST:

Diane Spomer
Diane Spomer, CMC, City Clerk