

RESOLUTION NO. 23-418

BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO

**RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE
CITY OF COLORADO SPRINGS FOR TRAFFIC SIGNAL MAINTENANCE**

WHEREAS, pursuant to C.R.S. §§ 29-1-203, 30-11-101(1)(d), 30-11-103, and 30-11-107(1)(a), the Board of County Commissioners of El Paso County, Colorado (hereinafter "Board" or "County") has the authority to manage the concerns of the County and to make all contracts, including with other governmental entities, and do all other acts concerning the County when deemed by the Board to be in the best interests of the citizens of El Paso County; and

WHEREAS, the El Paso County Department of Public Works has identified an opportunity to contract with the City of Colorado Springs ("City") for the provision of traffic signal operation and maintenance services pursuant to the provisions of the Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the City's existing Traffic Operations Center has the expertise and capacity to assume responsibility for the County's signalized intersections, thereby supporting a regional approach to traffic management; and

WHEREAS, the Board has determined that it would serve the best interests of the public to approve and enter into the attached Intergovernmental Agreement.

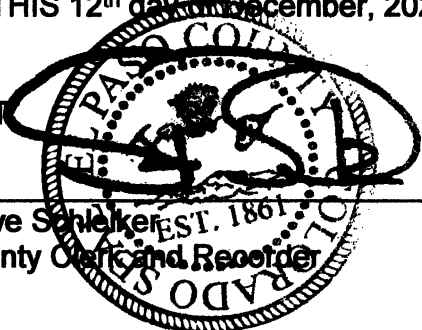
NOW THEREFORE, BE IT RESOLVED the Board of County Commissioners of El Paso County, Colorado hereby approves and enters into the attached Intergovernmental Agreement for traffic signal maintenance.

DONE THIS 12th day of December, 2023, at Colorado Springs, Colorado.

ATTEST

By: _____

Steve Schleiker
County Clerk and Recorder



BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____

Cami Bremer, Chair

Cami Bremer

Steve Schleiker
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**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLORADO SPRINGS AND EL PASO COUNTY, COLORADO
FOR TRAFFIC SIGNAL MAINTENANCE**

This Intergovernmental Agreement ("IGA" or "Agreement") is made by and between the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), having an address of 30 South Nevada, Ste 401, Colorado Springs, Colorado 80903 and El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado, a duly organized county and political subdivision of the State of Colorado ("County"), whose address is 200 South Cascade Avenue, Colorado Springs, Colorado 80903. The City and the County may be referred to collectively as "Parties" or individually as a "Party."

RECITALS

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and C.R.S. 29-1-201, et seq., provide for and encourage political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other; and

WHEREAS, pursuant to C.R.S. §§ 30-11-101 (1), 30-11-103, and 30-11-107 (1), the County has the legislative authority to make all contracts and settle all accounts of the County and to exercise such other and further powers as are conferred by law; and

WHEREAS, the City, as a home rule municipality, is a political subdivision of the State of Colorado and likewise has similar powers pursuant to Article XX of the Colorado Constitution, municipal home rule powers, City Charter, ordinance provisions, and applicable state statutes of the Colorado Revised Statutes; and

WHEREAS, in support of a regional approach to traffic management, the City and County have identified an opportunity to centralize intersection signal operations and maintenance; and

WHEREAS, the City's existing Traffic Operations Center has the expertise and capacity to assume responsibility for the County's signalized intersections, for which the County agrees to reimburse the City; and

WHEREAS, this Agreement will benefit all citizens of the County by providing a cost-efficient and effective structure for the management of the County's signalized intersections.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals and the terms and conditions set forth below, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. SCOPE OF AGREEMENT

In general, the services provided under this Agreement consist of preventative, routine, and emergency traffic signal maintenance as well as provision of a maintenance and inventory management system for the County traffic signals listed in Exhibit A – Signalized Asset List, attached hereto and incorporated herein by reference.

A “traffic signal,” as that term is used in this Agreement, includes but is not limited to: traffic signal controller and cabinet and all appurtenant equipment, service cabinet, flashing beacons related to traffic signal operations (i.e. advanced warning beacons), pedestrian and vehicle signals, detector systems, video detection camera systems, CCTV camera systems, wireless vehicle detection system, automated signal performance measures, interconnect cable (copper and fiber optic), wireless communications equipment, traffic signal communications equipment, emergency vehicle preemption system, uninterrupted power supply system, intersection safety lighting, internally illuminated street name signs, and blank-out LED signs related to the traffic signal. It does not include street lighting but does include intersection safety lighting, where the safety lighting is on the same pole as the traffic signal or wired to the same electrical service cabinet as the traffic signal. Radar speed signs, school flashers and isolated overhead flashers that are not operated as a component of a traffic signal system shall not be included in the preventative and routine maintenance of traffic signal systems.

B. CITY RESPONSIBILITIES

The City shall furnish and have available all tools, equipment, apparatus, facilities, labor, services, and materials to perform all work in a good and workmanlike manner and in compliance with the current Manual of Uniform Traffic Control Devices, Colorado Department of Transportation Standards, and the El Paso County Engineering Criteria Manual.

The City shall provide qualified personnel to perform its responsibilities under this Agreement and in a sufficient number to respond to emergency calls and to promptly complete temporary and/or permanent repairs. The City shall ensure all work is performed under the guidance of a traffic signal technician with a minimum of three years’ experience in traffic signal repairs and an International Municipal Signal Association (IMSA) Technician Level 2 Certification or higher. The technician shall be familiar with McCain signal controller systems, currently in operation in the County.

The City shall supply proper field equipment and tools to technicians at all times to sufficiently address any problem with the traffic signal as well as maintain communication with the County. This shall include, but not be limited to: PDA or Smartphone for uploading and downloading new service calls and service call completion, cell phones for communication with the County, and a laptop computer with the appropriate hardware and software to configure, operate, or troubleshoot the traffic signal.

The City shall recommend alternatives to the existing traffic signals to meet changing demands or when directed by the County.

The City shall cooperate with the County Engineer or approved representative in recalibrating traffic signal timing and progression. The City shall not change traffic signal timing except when coordinated through and approved by the County Engineer or approved representative.

The City shall cooperate with Law Enforcement, Fire Department, and other County departments in cases of emergency.

The City shall refer all questions from the public not covered under this Agreement to the El Paso County Department of Public Works Customer Service Manager (719) 520-6854 or (719) 520-6460.

1. ROUTINE MAINTENANCE

The City shall perform a comprehensive traffic signal maintenance program designed to eliminate or reduce traffic signal malfunctions, reduce signal operation complaints, and extend the useful life of the traffic signal equipment. This program shall include, but not be restricted to, Exhibit B – Signal Routine Maintenance.

1.1 Preventative Maintenance

The City shall provide preventive maintenance services for the traffic signals listed in Exhibit A – Signalized Asset List. The City shall provide and use a Preventive Maintenance Database checklist form to record inspection findings. Preventative Maintenance will include all maintenance activities as required by FHWA and identified in Exhibit B – Signal Routine Maintenance. Exhibit B is broken into annual/semi-annual preventative maintenance for convenience with the requirement that all tasks be completed at least annually. The City shall provide an update of the maintenance database to the County as requested and maintain a copy at the City's Traffic Management Center.

The City shall itemize each repair made as part of routine maintenance and recommend to the County extra work that may be needed and not covered in the Routine Maintenance Program.

1.2 Traffic Signal Control Equipment

The City shall repair or replace all defective parts of the traffic signal control equipment with like make and model parts for temporary and permanent replacements, except as individually agreed upon by the County Traffic Engineer or approved representative.

No permanent change of control mechanisms shall be done without prior approval of the County.

Whenever equipment is removed from the controller cabinet, the County Traffic Engineer or their approved representative shall be notified by phone within 24 working hours.

The City agrees to notify the County Engineer or approved representative in advance of any traffic signal turn-offs or turn-ons necessitated by the City's operations. The City shall not make said turn-off or turn-on without the approval of the County Engineer or approved representative.

All traffic signal controller equipment shall be maintained as recommended by the manufacturer.

The City shall bear the full cost of repairing or replacing traffic signal components under the provisions of the routine maintenance program. When traffic signal components become obsolete or deteriorated to the point of being beyond repair, the City shall report such conditions to the County Engineer or approved representative. The City shall prepare an estimate showing the cost breakdown of material and labor for replacement of such equipment and submit this information to the County Engineer or approved representative for approval.

1.3 Spare Equipment

The City shall maintain adequate storage and shop repair facilities to perform the requirements of this Agreement, including a sufficient stock of spare parts, standby controllers, and signal equipment to complete permanent repairs to the system within a thirty (30) day period. Failure to complete permanent repairs within this time limit may be sufficient cause for the County to authorize repairs to be completed by others. Repetitive failure shall be sufficient cause for the County to terminate this Agreement.

The City shall be responsible for furnishing all spare standby controllers necessary to maintain the continued safe, efficient operation of the traffic signal when the original unit is withdrawn for maintenance, repair, or modification. Standby controllers shall be fully compatible with the County's traffic control system without exception. All component parts (detectors, load switches, phones, lights, signal monitors, etc.) of each traffic signal shall be maintained at all times to perform the functions for which they were designed unless authorized to the contrary by the County Engineer or approved representative.

1.4 Vehicle Signals

All new installed lamps SHALL BE LED and meet the most current CDOT Standard Specifications and County Specifications for vehicle signal faces and signal heads. The City shall replace or repair vehicle signals as they malfunction. All labor resulting from replacing burned out, flickering, dim or otherwise non-functioning vehicle signal indications shall be replaced as part of the preventative maintenance flat rate.

1.5 New Traffic Signal Installations

The City shall maintain any additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the County.

Prior to the turn-on of a new traffic signal or a traffic signal modification, the City shall perform an inspection of the traffic signal, monitor the flashing-out of the new signal heads, and review the new traffic control equipment operation prior to full activation of the new traffic signal system. Compensation will be per Section 6.2 of this Agreement as Extra Work.

1.6 Pedestrian Signals

All new installed pedestrian signals SHALL BE LED COUNTDOWN FULL SYMBOL and meet the most current CDOT Standard Specifications and County Specifications for pedestrian signals. The City shall replace or repair pedestrian signals as they malfunction. All labor costs resulting from replacing burned out, flickering, dim or otherwise non-functioning pedestrian signal indications shall be replaced as part of the preventative maintenance flat rate.

1.7 Warranty Service

During the period of warranty, the City is expected to make all communications with the manufacturer regarding any warranty service. The City shall notify the County Engineer or approved representative of any undue delays in response by the manufacturer and details of each incident.

1.8 Electronic Record System

The City shall provide the following minimum information to the County Asset management system (City Works):

Assets – Complete database of signalized intersections including all routine maintenance histories, complete equipment inventory, electronic photo images, repair history and installation date of all equipment utilized at each location.

Preventative/Emergency Maintenance – A record of calls, date and time stamp of moment of receipt, dispatch, City arrival and departure. All records shall have descriptions of the problem and repair made. All records shall be updated in real time by the City via PDA or similar device and made available to County upon request.

The maintenance and inventory management system shall track equipment and maintenance/repair activity. At a minimum, the following traffic signal equipment shall be included in the tracking system: Traffic Controller Cabinet, traffic signal controller, MMU, BIU, TS2 Cabinet power supply, detection equipment, detector amplifiers, cameras, communications equipment, and battery backup systems. All records shall be made available to the County for inclusion in the County's asset

management system (City Works).

The County currently has Transparity as a traffic management system that may be utilized if desired. If this Agreement is terminated, all records created or maintained by the City shall be provided to the County upon request. This option shall be at no cost to the County.

2. EMERGENCY SERVICE

Throughout the term of this agreement, the City shall provide and maintain emergency service response on a 24-hour, 365-day basis, including all holidays. All personnel for the City that may be dispatched shall have continuous communication access through two-way radio, pager, and/or cellular phone. The response time for initial evaluation, safety, and clean-up tasks is one (1) hour. The outside time limit for follow-up action is two (2) hours from notification. In cases of major malfunction and/or damage, the City of Colorado Springs shall contact the County Engineer or approved representative to receive further direction.

The City shall respond within one (1) hour after the County has first notified the City's representative of the following events:

- (1) Any signal controller malfunction
- (2) Signal equipment knockdowns
- (3) Other situations that are potentially hazardous to public safety

The replacement of burned-out lamps need not be on an emergency basis provided that there are two (2) remaining signal phase indications still in operation. If there are not two remaining signal phase indications, then replacements shall be completed within twenty-four (24) hours.

The City shall notify the County Traffic Engineering Division immediately of any change in traffic signal operations.

Emergency calls that require replacement of equipment will not require approval from the County before such replacements are commenced.

In response to major emergency calls that require extensive or long-term traffic control, the County will provide traffic control.

The City shall maintain a single local telephone number where they can be reached twenty-four (24) hours per day. This telephone number shall be made available to all persons designated by the County.

The City shall be responsible for responding to all emergency calls from persons designated by the County. Unless otherwise identified in this Agreement, all calls shall be included in the preventative maintenance flat rate, including all "false calls."

The County realizes that false calls occasionally occur outside of normal operating hours. The County also realizes that it is necessary to respond to all calls related to traffic signal malfunctions. The City shall be responsible for responding to ALL CALLS (including potentially false calls) from designated County officials. This service will be included in the annual routine maintenance costs.

2.1 Monitoring Emergency Calls

The City will notify the El Paso County Department of Public Works Customer Service desk (719) 520-6890 (non-public) or (719) 520-6460 (public) when traffic signals malfunction or are not operating as programmed and when issues are resolved. This is to respond to inquiries in a timely manner.

Upon completion of emergency work, the City of Colorado Springs shall call the County's twenty-four hour (24hr) Customer Services desk to notify County staff that the emergency work has been completed.

2.2 Liquidated Damages

It is understood and agreed that failure on part of the City to respond within one (1) hour, under normal conditions, for emergency calls as provided above may require the County to utilize contractor services to remedy the emergency. The amount of such contracted services may be deducted from any payment due or to become due to the City.

2.3 Non-emergency Service

All other non-emergency calls shall be responded to within 24 hours or as mutually agreed upon between the County Traffic Engineering Division and City for each individual service call.

3. SIGNAL UPGRADES AND INSTALLATIONS

The City shall, if requested, install, modify and/or upgrade traffic signals, fiber, or traffic safety devices. All additional work shall be performed to the satisfaction of the County Engineer or approved representative.

No additional work shall be commenced or undertaken by the City without written approval by the County Engineer or approved representative. Additional work shall be performed in accordance with the most current version of the Manual of Uniform Traffic Control Devices, State of Colorado Department of Transportation Standard Plans and Standard Specifications, and the El Paso County Planning and Community Development Standard Specifications and Details. This work shall be performed within the time limit established by the County Engineer or approved representative and at the mutually agreed upon price.

County shall retain the right to perform any additional work by use of County forces or, in the Traffic Signal Maintenance IGA

alternative, to advertise such work for bids.

4. RECORDS

4.1 Intersection Records

- (a) **Inventory List:** At each intersection, the City shall maintain an inventory list for that intersection as outlined in Section 1.8 Electronic Record System. This list shall be updated when components are changed during maintenance and shall be checked for accuracy on an annual basis. The inventory list shall include the model, manufacturer, serial number, and quantity of each equipment. The inventory list shall be continually updated.
- (b) **Preventive Maintenance (PM) Checklist:** The City shall create and provide a MS Access or approved equal database with data entry forms for the field technicians to use to log preventative maintenance and emergency call-out activity. The City shall maintain this database for use by maintenance staff whenever they visit any signalized intersection. The City shall also maintain a hardcopy of the Preventive Maintenance Checklist Form at each intersection. The PM checklist form in the cabinet shall be completely filled out. The database shall be accessible via a wireless PDA or similar technology so that the technician may update the database from the intersection. Every time the signal cabinet door is opened, the maintenance technician shall make an entry in the maintenance database regarding the purpose of the maintenance activity and operational status of the signal. The database forms shall be used by the maintenance staff to record each Preventative Maintenance inspection and any non-scheduled maintenance activity by the City to repair an element of the traffic signal installation at the intersection (cabinet components, detector loops, pedestrian heads, signal heads, lenses, signal poles, etc.).

4.2 Monthly Activity Report

The City shall provide a computerized monthly activity report to the County Engineer or approved representative by the fifteenth day of each month for the previous month. The report shall be emailed in a database format approved by the Parties and shall include the following:

- a. Time the service calls were received by the City, County personnel making the call, time arrived at the intersection, the response time, the hours spent for each repair and equipment replaced.
- b. A complete record of all work that was performed on the traffic signal during the previous month including the make, model, and serial number of any major components or other equipment that was newly installed at each intersection.
- c. The disposition of removed traffic signal control components and the repair history of reinstalled components shall be included in the monthly report.

- d. Time and date the PM work was performed.

5. MEETINGS

The City's Traffic Supervisor shall be available to meet with the County Engineer or approved representative as requested.

C. COUNTY RESPONSIBILITIES

1. COMPENSATION

1.1 Compensation for Routine Maintenance

In consideration of the furnishing by the City of the described labor, services, materials, and equipment in accordance with all provisions of this Agreement, together with the appurtenances thereto, the County shall pay the City in accordance with Exhibit C COMPENSATION OR FEES TO BE PAID TO COLORADO SPRINGS, attached hereto. The maintenance fees will be paid to the City as a onetime payment annually at the beginning of the calendar year with the exception of new signals as follows.

If new traffic signals are installed in the unincorporated County, the City agrees to maintain these signals at the same flat rate and in the same manner as those covered by this Agreement upon written notification from the County Engineer or approved representative. In the event notification is made at other than the beginning of the monthly contract period, payment for that month shall be prorated on a daily basis.

The flat rate maintenance cost in Exhibit C does not include new traffic signal poles, pedestrian push buttons, LED indications, traffic signal cabinet installation, service cabinet installation, testing traffic signal controller cabinets, installing video detection cameras and CCTV PTZ cameras, painting of poles, heads, cabinets or other devices, nor the repair or replacement cost of inductive loops, signs, electroliers, radar speed signs not associated with traffic signal operations, or repairs to signal equipment when such equipment has been damaged by vehicular collisions, acts of God, or malicious damage. All other work and repair required to maintain a fully operational traffic signal shall be considered to be included as part of the routine maintenance.

After hour, weekend and holiday calls shall be included in the flat rate maintenance cost, except in cases where necessary repair work results from vehicular collisions, acts of God, or malicious damage. Request for payment of this work shall be submitted to the County on a separate invoice.

It is the intent of this contract to contain all routine maintenance and repair costs as covered in Section 1 and Exhibit B within the monthly flat rate with the exception of extra work as agreed to by El Paso County or emergency work from vehicular collisions, acts of God, or malicious damage.

Traffic Signal Maintenance IGA

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1.2 Compensation for Extra Work

The County shall pay for repairs under the Extra Work rates in Exhibit C when such repairs are made necessary due to damage to traffic signals resulting from vehicular collisions, act of God, or malicious damage. The first two hours of Extra Work in response to calls for service received by the City between 7 AM and 4 PM on weekdays (non- holidays) shall be charged at the straight time rate (not overtime).

The City shall contact the County Traffic Engineering Division to obtain prior approval before Extra Work is scheduled. The City shall verify invoiced charges, when requested by the County, with timecards and material invoices.

Repair or replacement of equipment related to radar speed signs shall be considered Extra Work and shall require approval from the County Traffic Engineering Division prior to repair replacement. Payment shall be made on a time and materials basis.

D. GENERAL PROVISIONS

1. This Agreement may be modified in writing by mutual consent.
2. This Agreement may be terminated by either Party upon at least 180 days prior written notice provided that such termination shall in no way affect the Agreement of the Parties hereto with respect to any obligations incurred under the Agreement prior to termination until a full settlement has been made.
3. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the County or the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the County or the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the County or the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance or resolution and budget and specifically as to the City, the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.
4. It is the intent of the Parties hereto that the amounts set forth in Exhibit C be reviewed every

three (3) years. Any changes to Exhibit C must be approved by both Parties in the same manner as this Agreement is approved.

5. The Parties shall have such remedies as provided by law or equity for breach of this Agreement.
6. No assent, express or implied, by either Party to any breach of this Agreement by the other Party shall be held to be a waiver by such non-breaching Party of any later breach by the other Party. Neither the County nor the City shall be excused from complying with any provision of this Agreement because of any failure to insist upon, or to seek compliance with, such provision.
7. The City and the County each understands and agrees that they shall not assign their respective rights and obligations under this Agreement, except upon the prior written consent and approval of the assignment by the other Party.
8. This Agreement is subject to and shall be interpreted under the laws of the state of Colorado, the City Charter, City Code, ordinances, rules and regulations of the City of Colorado Springs, Colorado, applicable regulations of El Paso County, Colorado, and applicable federal law. Court jurisdiction and venue shall be exclusively in the District Court for El Paso County, Colorado.
9. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights relating to such enforcement, shall be strictly reserved to the Parties. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act C.R.S. § 24-10-101, et seq.
10. This Agreement together with all Exhibits attached hereto, which are incorporated herein by this reference, is intended as the complete integration of the understanding between the parties and constitutes the entire Agreement between the Parties. All other representations or statements previously made, whether verbal or written, are merged herein.
11. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
12. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal laws, or any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision determined by the court to be invalid.
13. The Parties are prohibited by Article XI, Section I of the Constitution of the State of Colorado, and applicable City Charter provisions and Board resolutions, from indemnifying one another. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own

expenses of litigation or other costs associated with enforcing this Agreement. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the County or the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* and Article XI of the Colorado Constitution, or as otherwise provided by law.

Signatures on next page

IN WITNESS THEREOF, the City and County have signed this Agreement on the day and year indicated below, to be effective upon signatures of both Parties.

**BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO**

By: _____ Date: _____
Cami Bremer, Chair

ATTEST:

By: _____ Date: _____
Steve Schleiker, El Paso County Clerk and Recorder

APPROVED TO AS FORM:

By: _____
Lori Seago, Office of the County Attorney

CITY OF COLORADO SPRINGS, COLORADO,
a home rule city and Colorado municipal corporation

By: _____ Date: _____
Blessing A. Mobolade, Mayor

ATTEST

Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney

EXHIBIT A - Signalized Asset List

Cabinet Type	Main Street	Cross Street	Luminaire Count	Utility Meter #	Utility Company
332	Black Forest Rd	Burgess Rd	4 Luminaires	135904/ 335154283	Mountain View
330	Black Forest Rd	Shoup Rd	2 Luminaires	135902/ 335154281	Mountain View
332	Baptist Rd	Jackson Creek PKWY	4 Luminaires	113502/ 84514495	Mountain View
332	Baptist Rd	Leather Chaps Dr	4 Luminaires	105624/ 84079119	Mountain View
332	Baptist Rd	Gleneagle Dr	4 Luminaires	100728/ 84074223	Mountain View
333	SH 105	Jackson Creek PKWY	4 Luminaires	136571/ 335788465	Mountain View
333	SH 105	Knollwood Dr	4 Luminaires	149760/ 336289764	Mountain View
303	Woodmore Dr	Firehouse	0 Luminaires	No Meter	Fed From Firehouse
330	Galley Rd	Hathaway Dr	4 Luminaires	416019/ 49464040	C.S. Utilities
330	Galley Rd	Peterson Rd	3 Luminaires	506540/ 99984799	C.S. Utilities
303	Palmer Park BLVD	Winnebago Rd	1 Luminaire	110537/ 84084032	Mountain View
303	Palmer Park BLVD	Shopping Center	0 Luminaires	416236/4946435448	C.S. Utilities
303	Peterson Rd	Sequoyah Way	1 Luminaire	100000/ 85052177	Mountain View
330	Peterson Rd	Palmer Park BLVD	4 Luminaires	118591/ 84519584	Mountain View
303	Peterson Rd	Piros Dr	4 Luminaires	119294/ 84520287	Mountain View
330	Constitution Ave	Piros Dr	4 Luminaires	1012979/ 162208532	C.S. Utilities
333	Constitution Ave	Peterson Rd	4 Luminaires	119375/ 84520368	C.S. Utilities
332	Woodmen Rd	Meridian Rd	4 Luminaires	117669/ 84518662	Mountain View
332	Woodmen Rd	McLaughlin Rd	4 Luminaires	107833/ 84081328	Mountain View
332	Rolling Thunder Way	Foxtail Meadow Dr	4 Luminaires	104806/ 84078301	Mountain View
303	Eastonville Rd	McLaughlin Rd	2 Luminaires	109665/ 84083160	Mountain View
332	Meridian Rd	Rolling Thunder Way	4 Luminaires	104807/ 84078302	Mountain View
332	Meridian Rd	Woodmen Hills Dr	4 Luminaires	112561/ 84086056	Mountain View
332	Meridian Rd	Stapleton Dr	4 Luminaires	112650/ 84086145	Mountain View
332	Meridian Rd	Londonderry Dr	4 Luminaires	105413/ 84078908	Mountain View
332D	Meridian Rd	Bent Grass Meadows PKWY	4 Luminaires	114713/ 84515706	Mountain View
332D	Meridian Rd	Eastonville Rd	4 Luminaires	139341/ 335791235	Mountain View
303	Defoe Ave	MLK Elementry	1 Luminaire	No Meter	City of Fountain
303	Widefield Dr	Widefield Elementry	0 Luminaires	No Meter	Fed from School
332	Jersey Ln	Bickley St	1 Luminaire	No Meter	City of Fountain
332	Grinnell BLVD	Crawford Ave	4 Luminaires	70504788	City of Fountain
303	Security BLVD	Willis Dr	1 Luminaire	70504601	City of Fountain
303	Security BLVD	Grand BLVD	1 Luminaire	69083319	City of Fountain
303	Security BLVD	Morningside Dr	2 Luminaires	435876/ 53703337	C.S. Utilities
350I	Main St	Security BLVD	3 Luminaires	367143/ 47871923	C.S. Utilities
303	Main St	Shopping Center	2 Luminaires	367137/ 47871917	C.S. Utilities
336	Main St	Norman Dr	3 Luminaires	367142/ 47871922	C.S. Utilities
330	Main St	Leta Dr	2 Luminaires	368734/ 47873514	C.S. Utilities
330	Bradly Rd	Hancock Expwy	4 Luminaires	569275/ 127526942	C.S. Utilities
332D	Hancock Expwy	Yucatan Dr	4 Luminaires	272339/ 43622716	C.S. Utilities
350I	Fontaine Blvd	Security BLVD	3 Luminaires	70504605	City of Fountain
330	Fontaine Blvd	Dartmouth St	2 Luminaires	70504606	City of Fountain
332D	Fontaine Blvd	Grinnell BLVD	4 Luminaires	23416399	City of Fountain
303	Fontaine Blvd	Metropolitan St	2 Luminaires	69086747	City of Fountain
303	Fontaine Blvd	Fountain Mesa Rd	2 Luminaires	112766873	City of Fountain
NA	Grand Valley Dr	Sunrise Elementry	1 Luminaire	No Meter	City of Fountain
333	Academy BLVD	PPSC East	2 Luminaires	279185/ 44933664	C.S. Utilities
333	Academy BLVD	PPSC West	4 Luminaires	463280/ 57372839	C.S. Utilities
333	Westmeadow Dr	Academy BLVD	2 Luminaires	397535/ 48545721	C.S. Utilities
333	B Street	Academy BLVD	3 Luminaires	371419/ 47876199	C.S. Utilities
332	B Street	Crestridge Ave	3 Luminaires	367141/ 47871921	C.S. Utilities
303	B Street	Firehouse	0 Luminaires	No Meter	Fed From Firehouse
	Marksheffel	Mesa Ridge	Under Construction		
	Rex Rd	Meridian Rd	Pending Award		
	Bradley	Grinnell BLVD	Under Construction		

Exhibit B - Description of Signal Routine Maintenance

SEMI-ANNUAL PREVENTATIVE MAINTENANCE PROGRAM

The semi-annual preventative maintenance program will consist of the following tasks:

1. Controller Cabinet
 - Check ground fault receptacle
 - General Appearance
 - Inspect door gasket condition
 - Inspect door lock operation
 - Operate and inspect ventilation fan and cabinet light (where applicable)
 - Inspect for pests
2. Signal Controller
 - Visually inspect for proper operation
 - Visually inspect ventilation filter
 - Controller display working
 - Proper timing and coordination
 - All phases on recall
3. Detectors and Loops
 - Visually inspect for exposed wires, crack, and/or pot holes
 - Check and tune detector amplifiers
4. Signal & Pedestrian Heads
 - Visually inspect all vehicular and pedestrian signals for proper operation and replace outages
 - Check overall intersection operation
 - Check that all pedestrian signals are in good condition and aimed properly
 - Check all audible and tactile pedestrian signal are in good condition and properly positioned (where applicable)
5. Pedestrian Push Buttons
 - Visually inspect and note condition
 - Actuate each button for proper operation
6. Radio Communication (where applicable)
 - Check operation – is timing clock correct
 - Visually Inspect cables, antenna, and other hardware
7. Pre-Emption
 - Actuate pre-empt to check operation

- Visually inspect cables, antenna, and other hardware
- 8. Battery Backup Systems
 - Test battery charge
- 9. Miscellaneous
 - Inspect pull box lids
 - Visually inspect mast arms, signal housings, and other signal hardware
- 10. Night Inspections
 - Traffic signal heads
 - Pedestrian signal heads
 - Beacons
 - Luminaires
- 11. Miscellaneous
 - Hand hole covers, present & secure
 - Pull boxes
 - Condition of splices
 - Clear of debris

ANNUAL PREVENTATIVE MAINTENANCE PROGRAM

The annual preventative maintenance program will consist of the following tasks:

1. Controller Cabinet
 - Lubricate hinges and lock when necessary
 - Check wire schematics and records to make sure they are in the cabinet
 - Replace cabinet air filter
 - Check and replace (if necessary) weatherproof gasket seal
 - Measure voltage level at service entrance in cabinet and record
 - Vacuum and clean controller cabinet and contents
 - Inspect terminal blocks
2. Signal System Assessment
 - Check load switches
 - Perform conflict monitor test and submit printout to County
 - Check relays
 - Check for water accumulation and duct sealant
 - Check all connectors
 - Clean and polish all lenses and reflectors
 - Perform LED intensity evaluation for output compliance and replace LEDs as necessary
 - Replace up to 10 bent visors and backplates

- Paint up to 10 signal and pedestrian heads per year as necessary
 - Perform integrity test on all hardwire interconnect lines
 - Inspect and align antennas for remote monitoring
3. Signal Heads
- Visually check integrity of splices
 - Visually check for wear and function on electromechanical controllers
 - Check overall intersection operation
4. Miscellaneous
- Anchor bolts tightened
 - Condition of paint (frameworks, heads, cabinet, poles, and other appurtenances)

Exhibit C - COMPENSATION OR FEES TO BE PAID TO COLORADO SPRINGS

ACCEPTANCE OF TRAFFIC SIGNALS

<u>Task</u>	<u>QTY</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Initial inspection	55	\$272.83	\$15,005.43
Communication Upgrade	55	\$1,000.00	\$55,000.00
Controller Upgrade	55	\$3,300.00	\$181,500.00
Signal Retiming	55	\$49.56	\$2,725.57
Total			\$254,231.00

ROUTINE MAINTENANCE as described in the following "Description of Signal Routine Maintenance."

<u>Traffic Signals</u>	<u>Quantity</u>	<u>Unit Cost/Month</u>	<u>Total Cost/12 months</u>
Routine Maintenance	55	\$294.92	\$194,648.82

<u>Description</u>	<u>Quantity</u>	<u>Cost Each</u>	<u>Note</u>	<u>Cost</u>
Annual Preventative Maintenance	55	\$ 689.74	Yearly Cost	\$ 37,935.68
Trouble Shooting/Repairs	55	\$ 1,650.00	Yearly Cost	\$ 90,750.00
Parts			Yearly Cost	\$ 60,238.10
Conflict Monitor Testing Check / Bench Test	55	\$ 50.00	Yearly Cost	\$ 2,750.00
Signal Timing Maintenance	55	\$ 35.91	Yearly Cost	\$ 1,975.05
Vision Zero Suite License (Safety Analysis Software)			Yearly Cost	\$ 1,000.00
Yearly Total				\$ 194,648.82
Per Intersection per month for Routine Maintenance				\$ 294.92

EXTRA WORK:

<u>Item</u>	<u>Unit</u>	<u>Price</u>
Traffic Signal Maintenance Technician (regular hour)	Hour	\$45.47
Traffic Signal Maintenance Technician (after hours)	Hour	\$57.66
Construction Laborer (regular hour)	Hour	\$45.47
Construction Laborer (after hours)	Hour	\$57.66
Aerial Service (Bucket Truck)	Hour	\$62.60
Crane	Hour	\$34.28
Technician Van	Hour	\$27.50
Video Detection Camera Lens Cleaning (intersection)	Each	\$100.00

All other extra work items will be individually negotiated prior to approval to begin work. Anticipated extra work costs: