

TOWN OF SUPERIOR  
RESOLUTION NO. R-16  
SERIES 2023

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS, TRAFFIC MARKINGS, AND TRAFFIC CONTROL DEVICES

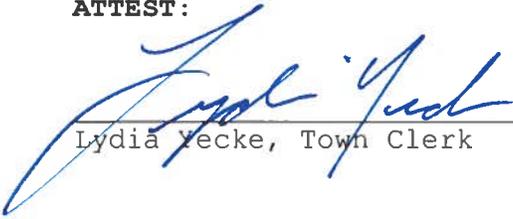
BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

**Section 1.** The Intergovernmental Agreement for Operation and Maintenance of Traffic Signals, Traffic Markings, and Traffic Control Devices is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 13<sup>th</sup> day of March 2023.

  
\_\_\_\_\_  
Mark Lacis, Mayor

ATTEST:

  
\_\_\_\_\_  
Lydia Yecke, Town Clerk



(State \$Traffic Mtce)  
TOWN OF SUPERIOR

Rev 10/03  
Region: 4 (TCH)

### CONTRACT

**THIS AGREEMENT is entered into by and between the TOWN OF SUPERIOR (hereinafter called the “Local Agency”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”).**

#### **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. Total Contract Amount: \$183,480.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain State highways (including where such highways extend through a city or an incorporated town), and 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.
4. The parties desire to enter this contract for the Local Agency to provide some or all of the certain Highway maintenance services on State highways that are the responsibility of the State under applicable law, and for the State to pay the Local Agency a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Local Agency shall remain responsible to perform any services and duties on State highways that are the responsibility of the Local Agency under applicable law, at its own cost.
6. The State and the Local Agency 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 if applicable, in an ordinance or resolution duly passed and adopted by the Local Agency, to enter into contract with the Local Agency for the purpose of maintenance of traffic control devices on the State highway system as hereinafter set forth.
7. The Local Agency 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**

The Local Agency shall perform all maintenance services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. 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. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter)
6. **Exhibit E** (PII Certification)
7. **Exhibit B** (Local Agency Resolution).

##### **Section 3. Term**

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2023, whichever is later. The term of this contract shall terminate on June 30, 2028. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

##### **Section 4. Project Funding and Payment Provisions**

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as may be 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 any such 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 Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's Statements, as provided herein.
- C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- D. The Local Agency will provide maintenance services as described in **Exhibit A**, for a **total maximum amount of \$36,696.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$183,480.00**. The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- E. The Statements submitted by the Local Agency 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 Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the maintenance services or if the Statement submitted by the Local Agency 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 & Local Agency Commitments:**

- A. The Local Agency shall perform the maintenance services for the certain State highway system locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on State highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.
- C. The Parties shall have the option to add or delete, at any time during the term of this agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in **Exhibit A** and therefore amend the maintenance services to be performed by the Local Agency under this agreement. The State may amend **Exhibit A** by written notice to the Local Agency using an Option Letter substantially equivalent to **Exhibit C**.
- D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in **Exhibit A**. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to **Exhibit C**, add such devices to this contract.
- E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency'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 Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

#### **Section 6. Record Keeping**

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

employees of the State and, if applicable, 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:

- A. 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 Local Agency only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency 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.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

### **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 4, 10601 West 10th Street, Greeley, CO 80634. 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 4 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**

**If to the Local Agency**

CDOT Region: 4  
Jonathan Woodworth  
Project Manager  
10601 West 10th Street  
Greeley, CO 80634  
970-350-2166  
jonathan.woodworth@state.co.us

Town of Superior  
Alex Bullen  
Public Works & Utilities Coordinator III  
124 East Coal Creek Drive  
Superior, CO 80027  
303-499-3675 Ext. 111  
alex@superiorcolorado.gov

### **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 by the parties 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**

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of

this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter

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

### Section 18. Disputes

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

### Section 19. Does not supersede other agreements

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

### Section 20. Subcontractors

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subcontractor. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subcontractor. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State, which shall not be

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

## **Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

### **A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

### **B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

### **C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

### **D. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

### **E. COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

### **F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### **G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

### **H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**Section 22. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

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

<p align="center"><b>THE LOCAL AGENCY TOWN OF SUPERIOR</b></p> <p>Name: <u>Mark Lacis</u> (print name)</p> <p>Title: <u>Mayor</u> (print title)</p> <p><i>DocuSigned by:</i> <u>Mark Lacis</u> 3267E9E01FC49A... *Signature</p> <p>Date: <u>4/12/2023</u></p>	<p align="center"><b>STATE OF COLORADO Jared S. Polis Department of Transportation</b></p> <p><i>DocuSigned by:</i> <u>Keith Stefanik</u> Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: <u>4/12/2023</u></p>
<p><b>2nd Local Agency Signature if needed</b></p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General</b></p> <p>By: <u>N/A</u> Signature – Assistant Attorney General</p> <p>Date: _____</p>

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE OF COLORADO  
STATE CONTROLLER  
Robert Jaros, CPA, MBA, JD**

*DocuSigned by:*  
Loni Copelano  
BDA801C5CFAC478...

By: \_\_\_\_\_  
Colorado Department of Transportation

Date: 4/12/2023

## **EXHIBIT A - SCOPE OF WORK**

### **Town of Superior**

### **Traffic Signals, Traffic Stencil Markings, Traffic Long Line Markings and Traffic Control Devices Maintenance Scope of Work**

#### **I. General**

The Town shall operate and maintain as described below, the traffic signals, all crosswalk markings, stop bar markings, symbol markings, lane striping and traffic control devices under the responsibility of the State in accordance with CRS 43-2-135. All other traffic control devices in the State Right of Way that are not the State's responsibility shall also be maintained by the Town in accordance with CRS 43-2-135.

1. Operation and maintenance of identified infrastructure will include items and activities as listed under Section IV and Section V below.
2. CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract. CDOT shall notify the Town of the date and locations of inspections along with any findings.

#### **II. Documentation and Record-Keeping**

1. In accordance with Sections IV and V of this contract, all maintenance, operations, and inspections as required by this contract shall be documented and submitted by April 10<sup>th</sup> annually to CDOT. All inspections shall occur in the corresponding CDOT fiscal year. Town shall use the required CDOT form or method agreed upon between the Town and CDOT for inspection documentation.

#### **III. Control of Work in the ROW**

All work as required by this contract shall meet all current CDOT and/or local requirements, standards, laws, guidelines whichever is more stringent as agreed upon between the Town and CDOT for the design, construction, maintenance, operation, and repair.

Either agency making changes to traffic control devices, other than routine maintenance or upgrades to current standards, affected by this contract, or new installations of traffic control devices, shall provide adequate notification via email, (4 weeks minimum) of the changes or additions to the other agency to allow analysis, review, and approval. The CDOT Traffic Engineer shall have final approval.

CDOT and the Town shall be given minimum three-day (3-day) advance notice of scheduled work related to the Intergovernmental Agreement (IGA) that may affect the traveled way of the highways. CDOT may request copies of traffic control plans, method of handling traffic, or other traffic control engineering as applicable.

The Town is responsible for all traffic control for all work related to this IGA. For CDOT projects, in CDOT right-of-way, within the Town limits, CDOT shall share the approved traffic controls plans for the project with the Town.

#### IV. Traffic Signals

##### A. Location Listing

The following list of signalized intersections are to be maintained by the Town.

**Table 4-A**

	Highway	Location	At Milepost
1	US 36 EB Ramp	McCaslin Blvd	036B - 43.20
2	US 36 WB Ramp	McCaslin Blvd	036B - 43.20
3	CO 170 (Marshall Dr)	Center Drive	170A - MP 6.38
4	CO 170 (Marshall Dr)	Sycamore Street	170A - MP 6.52
5	CO 170 (Marshall Dr)	McCaslin Blvd	170A - MP 6.73

The Town shall be responsible for all routine maintenance, periodic inspection and/or testing, and replacement of all non-structural components which includes, but is not limited to, cabinet components, controllers, wiring, signal indications, detection equipment, pedestrian push buttons, pole mounted signs, software, licenses, firmware, and communication devices to keep the signal operational as described herein. The Town shall be responsible for all required training as may be required for operation of all associated equipment. The Town should adhere to the following requirements regarding certifications:

- 1) Work inside the traffic signal cabinet - Minimum IMSA Level II certification is required or a minimum of 4 years' experience in traffic signals
- 2) Work external to the traffic signal cabinet - Minimum IMSA Level I Traffic Signal Field Technician / Electrician, or Traffic Signal Bench Technician / Signal Technician is required or a minimum of 2 years' experience in traffic signals

The Town shall maintain the associated stop lines and crosswalks at each signal listed in Table 4-A. The cost for these markings is included in the cost of maintaining the signal and will not be accounted for in the pavement marking section.

## **B. Periodic Preventative Maintenance Checks**

The following items shall be visually inspected and/or tested on every signal under this contract at least annually:

- a. Conflict Monitor is tested and operating correctly
- b. Each signal head is in good condition and the backplate is attached and in good condition
- c. Each signal lens is operating and visible
- d. Detection is working and is detecting vehicles, motorcycles, bicycles, and pedestrians – where applicable
- e. Structure is in good conditions – free from cracks and rust
- f. Visible portions of the caissons are free from cracks
- g. Signal Timing is operating as programmed
- h. Controller and Cabinet are clean and in good repair
- i. Communication to signal is connected and operating – where applicable
- j. Backup power is tested for proper operation– where applicable
- k. All luminaries attached to the signal are operating – where applicable
- l. Stencil markings at each intersection

Any defects found in the signal inspection shall be remedied within 30 days of discovery. If the signal is not remedied within 30 working days of discovery, then the Town shall incur a price reduction to the monthly compensation of (intersection monthly rate) \$500.00/month until the Town has sent CDOT documentation and photos of the defective device being remedied.

## **C. Signal Timing**

Signal timing should be based upon current traffic volumes and updated when significant traffic volumes impact the intersection. This may include development, change of use for a property, a new school, or any other traffic generator. Timing should meet CDOT's State Highway Access Code for progression, CRS 42-4-602, and CDOT and industry practices for performance. Town shall provide CDOT the traffic signal timing upon request.

## **D. Emergency Maintenance and Repair**

The Town shall be responsible for emergency response, emergency signal operation, and repair/replace of damage to all non-structural equipment. If an unforeseen event (lightning strike, extreme power surge, vehicle crash, etc.) destroys any part of the signal pole, mast arm or cabinet and renders the signal and its components damaged beyond repair, the Town shall contact CDOT immediately. The Town shall partner with CDOT to get the damaged signal components replaced and the signal fully operational as quickly as possible.

The Town shall provide an estimated quote (within 48 hours of the incident) using the CDOT provided form, or method agreed upon between the Town and CDOT, to CDOT for the repair. CDOT shall respond to the quote (NTP, additional information needed) for the cost of repair or replacement of the damaged non-structural equipment.

All invoices shall be submitted to CDOT within 60 calendar days of completed construction or determination of no insurance claim or other reimbursement to receive payment. Failure to comply with this procedure may result in the Town funding the repair entirely.

The Town shall respond to traffic signal failures and malfunctions within the following timelines:

- a. Signal power outage - immediate response and appropriate emergency operation, repair as soon as practicable.
- b. Malfunctioning signal - immediate response and interim operation repair as soon as practicable.
- c. Protected phases and red head outage - immediate repair, if redundant indication is not present and operating.
- d. Pedestrian heads - repair within two days.
- e. Permitted phase and non-red head outage - repair within three days.

For the purposes of this section, “immediate” shall mean as soon as possible, but in no case more than two (2) hours after receipt of notification, or as soon as reasonably practicable in the case of a civil emergency or natural disaster.

#### **E. Signal Modifications**

The Town shall be responsible for the maintenance of any signals that are reconstructed, modified, or improved by the Town pursuant to a Town project.

The State shall be solely responsible for the cost of any reconstruction, modification, or improvement to a signal initiated by the State or performed because of a State project.

New signal installations on any state highway within Town limits shall be reviewed and approved by CDOT and shall meet all applicable CDOT and Town standards and guidelines. CDOT, at its discretion, may incorporate the Town standards for color and specialized equipment, but is not obligated to these additions. 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. Should the representatives not agree, the CDOT Region 4 Traffic Engineer shall have final authority.

Additional signals or changes needed as a result of development, traffic volume growth, crash activity, or other safety or operational analysis or concerns along with any upgrades of the signals or its systems due to new technologies shall be submitted to CDOT via the State Highway Access permit process. The CDOT Region 4 Traffic Engineer shall have final authority.

## V. Highway Signs and Markings

All signs and markings in the highway Right of Way segments listed in Table 5-A shall be maintained by the Town unless otherwise noted in this contract.

**Table 5-A**

Highway	Street Name	Begin	MP	End	MP	Length (Miles)
170A	Marshall Rd	76 <sup>th</sup> Street	5.98	McCaslin Blvd	6.75	0.77
170A	McCaslin Blvd	200 feet S/O Marshall Rd Intersection	6.75	US 36 WB on/off Ramp	6.91	0.16
					Total Miles	0.93

### A. Signs

The Town shall maintain all regulatory and warning signs that can be mounted on perforated steel posts, all delineator posts, all object markers, and all guide signs installed and owned by the Town.

1. The State shall maintain all regulatory and warning signs too large to be mounted on Town standard posts, all guide signs not installed and owned by the Town, and all other signs not maintained by the Town.
2. Intersection right-of-way control signs, at Town roadways intersecting State highways, shall be maintained by the agency maintaining the intersection.
3. Either agency making changes to signs or markings at the locations listed in Table 5-A shall provide notification using the CDOT provided form or method agreed upon between the Town and CDOT, of the changes to the other agency. Notification of changes to regulatory signing shall be made in writing.
4. CDOT reserves the right to install, remove or modify CDOT signage within CDOT right-of-way at its sole cost and expense. This action shall not impact the annual maintenance cost to the Town. CDOT will notify the Town of changes prior implementation. Approved traffic control plans should be shared between CDOT and the Town.
5. The Town shall be responsible for all repairs, routine maintenance, periodic inspection and/or testing, and needed replacement as described herein. Highway signs shall be replaced as necessary to ensure each sign has a minimum retroreflectivity reading as stated in the current Manual on Uniform Traffic Control Devices (MUTCD) or the most recent Federal Highway Administration (FHWA) requirement. The Town shall list the replaced signs in tabulation on the CDOT provided form or method agreed upon between the Town and CDOT.
6. New installations shall meet all applicable CDOT and Town standards and guidelines. A determination of who will provide labor, material, and equipment for the installation will be

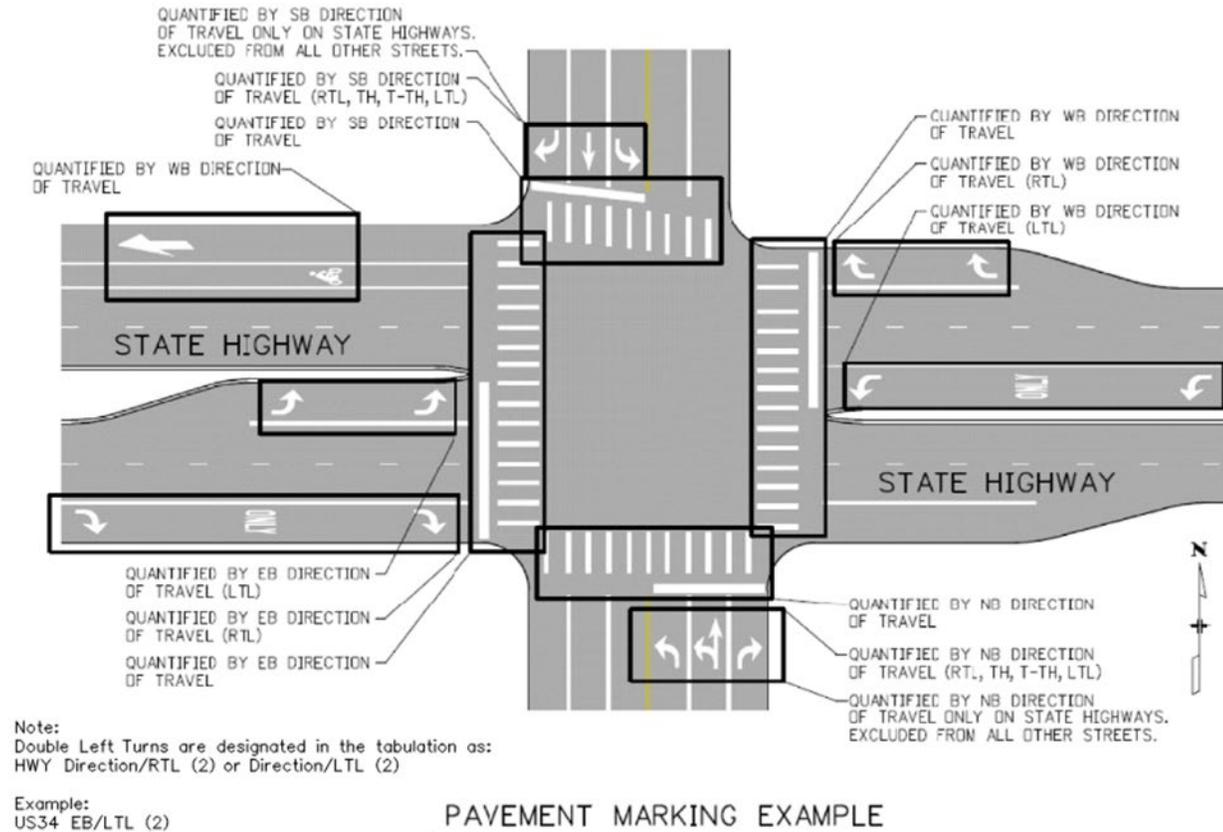
made on a case-by-case basis between the aforementioned contract representatives. The CDOT Region 4 Traffic Engineer shall have final authority.

7. For all rectangular rapid flashing beacons (RRFB) and all signs with attached power (flashing beacon, internally illumination, or external illumination) the Town shall be responsible for all maintenance and associated operational costs. For all new sign installations needing power, the Town shall request approval from CDOT using the CDOT State Highway Access permit process.
8. A once per year random visual inspection of 5% of inventory may be done jointly between CDOT and the Town to ensure compliance.
9. The Town shall use a retroreflectometer to acquire readings on all or 100 randomly selected sign inspection locations, whichever is greater, and submit these readings to CDOT. CDOT reserves the right to specify the locations for testing.
10. Sign Inspections shall include, but are not limited to:
  - a. Retroreflective readings
  - b. Physical condition of the sign
  - c. Condition of post (damaged, plumb)
  - d. Fastening hardware checked for tightness
11. Reflectometer readings shall be in compliance with the Federal Register 87 FR 47921.
12. Any defects in signs or markings that are the responsibility of the Town, under the terms of this agreement, not remedied within 30 working days of discovery shall incur a price reduction to the monthly compensation of (monthly cost per mile) \$600.00/month until the Town has sent CDOT documentation and photos of the defective device being remedied.

## B. State Highway Stencil Pavement Markings

All Stencil markings on the highway and on the road approaching the highway shall be maintained by the Town in locations listed in Table 5-A. Typical intersection stencil markings are shown in Figure 5-1. Should the Town not have markings shown, maintenance of the Town's typical intersection markings shall be required.

**Figure 5-1**



1. The Town shall be responsible for all repairs, routine maintenance, periodic inspection and/or testing, and needed replacement as described herein. Stencil markings shall be replaced depending on the percent of material (50% minimum) remaining in place and its retroreflectivity. These markings shall maintain an acceptable level of daytime appearance and/or a minimum retroreflectivity as stated in the current MUTCD or the most recent FHWA requirement.
2. New installations shall meet all applicable CDOT, and Town standards and guidelines as specified in Section III – Control of Work in the ROW.
3. A once per year random visual inspection of 5% of inventory may be done jointly between CDOT and the Town to ensure compliance.

4. The Town shall use a retroreflectometer to acquire readings at a minimum of 50 randomly selected stencil locations and submit these readings to CDOT. CDOT reserves the right to specify the locations for testing. CDOT shall provide the Town with the selected locations 4 weeks in advance of the testing.
5. Pavement marking inspection shall include, but are not limited to:
  - a. Retroreflectometer readings
  - b. Physical appearance
  - c. Percent of marking in place

These markings shall maintain an acceptable level of daytime appearance and a minimum retroreflectivity listed in the current MUTCD or the latest FHWA requirements.

All stop lines and crosswalks at each signalized intersection are to be paid for as specified in Section IV.A of this agreement.

### **C. Lane Striping**

All lane striping in the highway listed Table 5-A shall be maintained as follows:

The Town shall be responsible for all repair, routine maintenance, periodic inspection and/or testing, and cyclical replacement as described herein. Highway lane striping shall be repainted to ensure that the marking has an acceptable level of daytime appearance and meets the minimum retroreflectivity listed in the current MUTCD or the latest FHWA requirement.

New installations shall meet the current CDOT standard (S-627-1) and all Town standards and guidelines.

Any pavement marking material used above CDOT specifications (i.e., tape) shall be at no additional cost to CDOT.

The use of any experimental material will be at the Town expense with no reimbursement from CDOT.

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

The Town shall use a retroreflectometer to acquire readings at a minimum of 50 randomly selected lane locations and submit these readings to CDOT. CDOT reserves the right to specify the locations for testing. CDOT shall provide the Town with the selected locations 4 weeks in advance of the testing.

- Pavement marking inspection shall include, but are not limited to:
- a. Retroreflectometer readings
  - b. Physical appearance
  - c. Percent of marking in place

These markings shall maintain an acceptable level of daytime appearance and a minimum retroreflectivity listed in the current MUTCD or the latest FHWA requirements.

VI. **RATE/PAYMENT SCHEDULE**

Traffic Control Device Rate Schedule

0.93 Miles of signs and markings at \$600.00 per mile = \$558.00 x 12 mos.	\$	6,696.00
5 Signals at \$500.00/month = \$2,500.00 x 12 mos.	\$	30,000.00
Total Maximum Annual Cost	\$	36,696.00
<b>Total Contract Cost: \$36,696.00 x 5 years =</b>	<b>\$</b>	<b>183,480.00</b>

**EXHIBIT B – LOCAL AGENCY RESOLUTION**

**LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION  
(if applicable)**

**EXHIBIT C - SAMPLE OPTION LETTER**

**SAMPLE IGA OPTION LETTER**

**Highway or Traffic Maintenance**

(This option has been created by the Office of the State Controller for CDOT use only)

<b>Date:</b> _____	<b>State Fiscal Year:</b> _____	<b>Option Letter No.</b> _____	<b>Routing #</b> _____
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Vendor name: \_\_\_\_\_

**1) SUBJECT:**

Change in the amount of goods within current term.

**2) REQUIRED PROVISIONS:**

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$insert accumulated/total encumbrance amount.

**3) EFFECTIVE DATE:**

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

**APPROVALS:**

State of Colorado:

**JARED S. POLIS, GOVERNOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

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

**State Controller  
Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Form date: August 16, 2013

**EXHIBIT D – SAMPLE ENCUMBRANCE LETTER**

**ENCUMBRANCE LETTER**

Date: [ ]	State Fiscal Year: [ ]	Encumbrance Letter No. [ ]	Routing #: [ ]
		Orig. IGA: [ ]	PO: [ ]

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year [ ] .

The amount to be encumbered by this Encumbrance Letter is \$amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.

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

**STATE OF COLORADO**  
**Jared S. Polis, GOVERNOR**  
 Department of Transportation

By: \_\_\_\_\_  
 Keith Stefanik, P.E., Chief Engineer  
 (For) Shoshana M. Lew, Executive Director

Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
 Department of Transportation

Date: \_\_\_\_\_

**EXHIBIT E**

**PII Certification**

**STATE OF COLORADO**

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A  
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Brannon Richards, on behalf of Town of Superior (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature:   
Printed Name: Brannon Richards  
Title: Public Works and Utilities Director  
Date: 4/12/2023