| Prepared for the Denver Police Department and the Denver City Attorney's Office |
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| CITY AND COUNTY OF DENVER   |
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| RED LIGHT RUNNING PROJECT REPORT  |
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| Camera Location Analysis, Signal Timing and Warning Sign Placement              |
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Prepared By:

City and County of Denver - Traffic Engineering Services
David Weaver, PE, MURP
July 2008

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## RED LIGHT RUNNING PROJECT REPORT Camera Location Analysis, Signal Timing and Warning Sign Placement

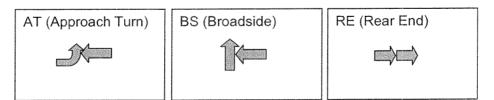
#### Introduction

Enforcement of traffic laws on streets within the City and County of Denver can be difficult and dangerous. Red light running enforcement, in particular, is resource intensive and challenging when carried out by traditional methods. The Denver Police Department typically deploys a dual officer enforcement method that involves the use of separate observer and pursuit officers. Providing a safe observation position for the officers, determining a violation, following the violator through a red light or through congested traffic conditions, and stopping the violator in congested traffic conditions can endanger motorists as well as police officers.

The Denver Police Department has applied a great deal of effort to traffic signal enforcement, but even with this sustained enforcement we experience with a continuing apparent increase in the problem of red light running. Red light cameras provide an effective option to current enforcement methods by penalizing offenders and demonstrating a proactive initiative to address this traffic safety problem. The initial Red Light Running Program will install cameras at four intersections and provide an indication of both the seriousness of the problem and a commitment to improve traffic safety within the community.

#### **Location Analysis**

Denver Public Works, Traffic Engineering Services maintains a traffic accident (crash) database with information provided by the Denver Police Department. Relevant traffic safety data is extracted from crash reports and entered into this database. The database can be queried using specialized crash analysis software allowing the data to be displayed and analyzed in a multitude of reporting formats. The crash types most applicable to red light running analysis are broadside, approach turn, and rear end crashes. These types are shown diagrammatically below.



FHWA<sup>1</sup> research indicates that intersections with a high ratio of angle crashes to rear end crashes are likely candidates to examine for red light running problems. The City's crash database provided locations of intersections with a high number of angle crashes (see Appendix, Top 100 Intersections by Total Crash Count—1/1/2000 to 6/27/05—Broadside

<sup>&</sup>lt;sup>1</sup> Federal Highway Administration. 2005. "Safety Evaluation of Red Light Cameras." Publication No. FHWA-HRT-05-048.

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and Approach Turn Only Crashes). The "Camera Location Worksheet", also contained in the Appendix, was prepared to take this initial list, add officer input, number of lanes, traffic volumes, and other relevant data in order to further evaluate the locations. Highway intersections under the jurisdiction of the Colorado Department of Transportation (CDOT), of which there are many within the City, were not considered because of initial opposition by the Department to the use of red light cameras. Intersections on state highways within the boundaries of the City and County of Denver may be reconsidered at some future point.

The analysis resulted in the selection of four locations for installation of red light camera systems. They are:

- 1. Westbound 8th Avenue at Southbound Speer Boulevard
- 2. Eastbound 6<sup>th</sup> Avenue at Lincoln Street
- 3. Eastbound 6<sup>th</sup> Avenue at Kalamath Street
- 4. Northbound Quebec Street at 36<sup>th</sup> Avenue

The red light camera system vendor, Redflex Traffic Systems, Inc. <sup>2</sup>, performed a video survey in order to verify the extent of red light violations at each of the above locations. Temporary observation cameras were installed and traffic activity was videotaped for a twelve-hour period (6AM to 6PM). Additional analysis was prepared based on this data. Violation rates for the nine intersection approaches examined ranged from 0.8 per hour to 10.4 per hour. Both the survey data and the analysis are contained in the Appendix.

#### Signal Timing - Yellow and All-Red Intervals

All signalized intersections included in this initial red light running program are situated either within a grid of signals or along a signalized corridor. Signal installations at all selected locations meet or exceed the minimum requirements of the *Manual On Uniform Traffic Control Devices (2006)* (the Manual) in terms of number signal displays per movement, size of vehicular signal lenses (all are 12") and sight distance minimums. The traffic signal controller at each intersection is programmed to initiate several signal cycle lengths and varying phase lengths during different periods of the day and week in order to serve the varying demands of traffic, minimize congestion, and maximize signal progression.

There is no universal procedure or federal standard for determining the length of the yellow phase. The Manual indicates that the yellow interval should range from approximately 3 to 6 seconds, with higher values used at locations with higher speed approaching traffic. Furthermore, the Manual states that "The yellow change interval may be followed by a red clearance interval to provide additional time before conflicting traffic movements, including pedestrians, are released," and, "A red clearance interval should have a duration not exceeding 6 seconds." Since most of the traffic signals owned and operated by the City and County of Denver are located on roadways with speed limits at or below 35 mph, the City has typically used a yellow interval length of 3

<sup>&</sup>lt;sup>2</sup> Redflex Traffic Systems Inc., 15020 North 74th Street, Scottsdale, Arizona 85260

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seconds and an all-red clearance interval of 2 seconds. These values are increased for special situations. The City is in the process of reevaluating this policy and has chosen to use the Institute of Transportation Engineers (ITE) recommended procedure for change intervals for determining the yellow and all-red timing for red light camera intersections.

The principles underlying the ITE procedure are that the yellow period should allow the driver to physically be able to comply with traffic laws and the all-red period should allow a vehicle that enters the intersection legally to clear the intersection before assigning right-of-way to a conflicting traffic movement. The ITE clearance interval is determined using the following formula:

#### Clearance Interval = t + (v/(2a+2Gg)+(w+L)/v

#### Where:

t = driver reaction time (1 second)

v = approach speed (posted speed limit in ft/sec)

 $a = acceleration (-10 \text{ ft/} \text{sec}^2)$ 

G = approach grade (based on field survey)

 $g = acceleration of gravity (-32.2 ft/sec^2)$ 

w = intersection width

L = vehicle length (20 ft.)

The first two parts of the equation, t + v/(2a+2Gg), is the time it takes to stop the vehicle and is meant to calculate the yellow period. The remaining term, (w+L)/v, is the time it takes a typical vehicle to clear the intersection and is the all red period. The calculations and resulting clearance intervals for each camera location are contained in the Appendix.

Traffic Engineering Services prepared Traffic Signal Work Orders for each of the four selected intersections revising the timing sequences to the new recommended intervals specifically calculated for each intersection. These changes were implemented on June 5, 2008, and verified on the same date by City Traffic Signal Engineer Amy Rens. These completed work orders are located in the Appendix.

#### Warning Sign Placement

Signs warning motorists that red light cameras are in operation will be placed in advance of each approach to be enforced. The state statute requiring the sign states that:

C.R.S. § 42-4-110.5 (d) (II) An automated vehicle identification system designed to detect disobedience to a traffic control signal shall not be used unless the state, a county, a city and county, or a municipality using such system conspicuously posts a sign at a **reasonable distance** notifying the public that an automated vehicle identification device is in use immediately ahead.

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The Manual On Uniform Traffic Control Devices was used to determine "reasonable distance". The Manual is the nationally accepted guidance for sign composition and placement. Chapter 2C, Section 2C.02, Application of Warning Signs, addresses

placement of these sign types, an example of which is shown to the right. Table 2C-4., Guidelines for Advance Placement of Warning Signs, provides guidance for sign placement based on the 2001 American Association of State Highway and Transportation Officials (AASHTO) Policy as shown in Exhibit 3-1, providing a PIEV time (Perception-Identification-Emotion-Volition) of a driver of 2.5 seconds, a deceleration rate of 11.2 ft/second<sup>2</sup>, minus a sign legibility distance of 175 ft. Table 2C-4 shows that for a roadway signed 45 mph, a sign location 175 ft. in advance of the stop location is an acceptable distance. Speed limits at all red light camera locations are either at or below 45 mph. The table also provides for the use

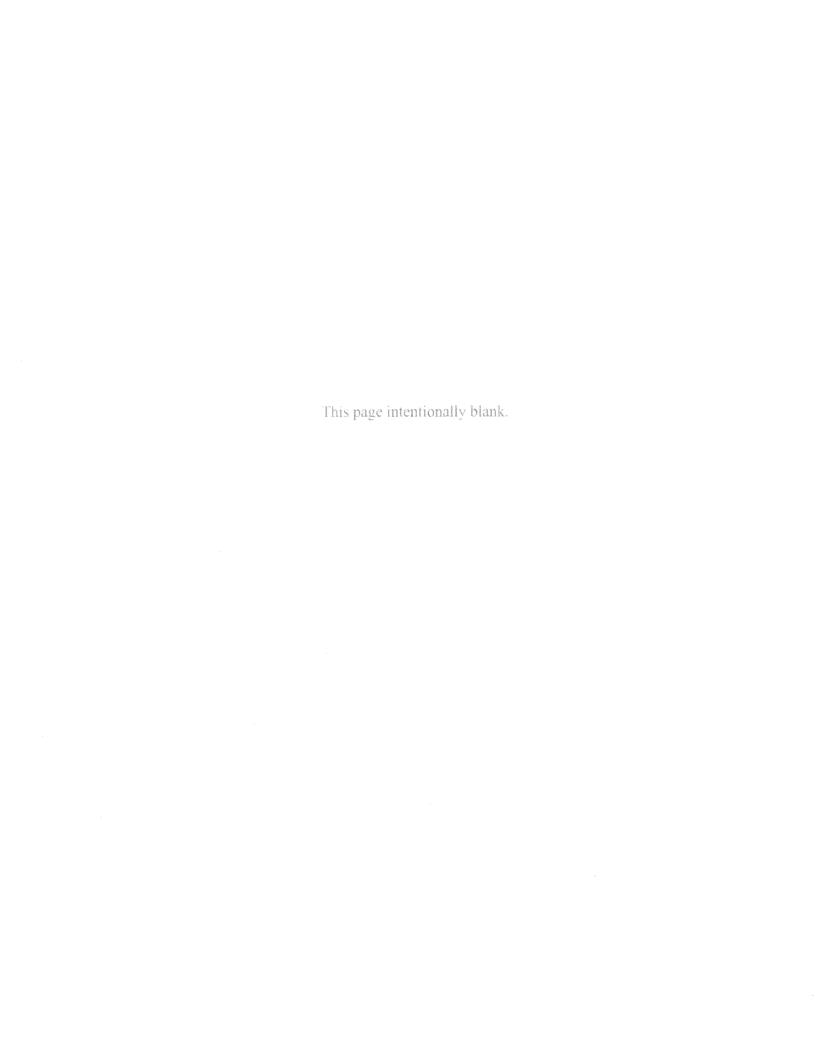


MUTCD Code Designations: W3-3 (Top) W16-10 (Bottom)

of engineering judgment in sign placement "dependent on site conditions and other signing to provide an adequate advance warning for the driver". Each site was examined in order to determine sign placement. The placement locations are shown the Appendix.

#### **APPENDIX**

- Top 100 Intersections--1/1/2000 to 6/27/05--Broadside and Approach Turn Only
- Analysis of Redflex Data
- Redflex Video Survey Data
- Warning Sign Locations
- Camera Location Worksheet
- Clearance Interval Calculations
- City and County of Denver Traffic Signal Work Orders
  - o Lincoln St. and Speer Blvd./6<sup>th</sup> Ave. South
  - o Kalamath St. and 6<sup>th</sup> Ave.
  - Quebec St. and 36<sup>th</sup> Ave. East
     Speer Blvd. and 8<sup>th</sup> Ave. West



# Top 100 Intersections by Total Crash Count 1/1/2000 to 6/27/05 Broadside and Approach Turn Only Crashes

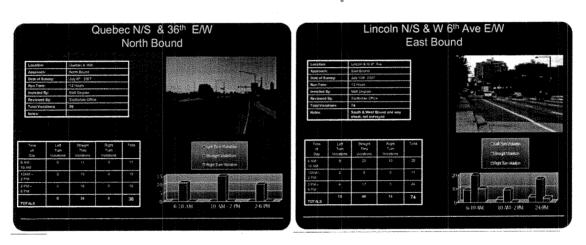
| Rank | Intersection*                     | Count | Rank         | Intersection*                       | Count |
|------|-----------------------------------|-------|--------------|-------------------------------------|-------|
| 1    | Federal Bv & I-70                 | 151   | 51           | Colorado Bv & Martin Luther King Bv | 48    |
| 2    | 6th Av & Lincoln St               | 142   | 52           | I-70 & Quebec St                    | 48    |
| 3    | 6th Av & Sheridan Bv              | 116   | 53           | Colorado Bv & I-25                  | 47    |
|      | 8th Av & Speer Bv                 | 112   | 54           | Federal Bv & Speer Bv               | 46    |
| 5    | I-70 & Peoria St                  | 105   | 55           | Florida Av & Irving St              | 46    |
|      | 20th St & Lawrence St             | 97    | 56           | 23rd Av & Quebec St                 | 45    |
|      | Broadway St & Kentucky Av         | 97    | <del> </del> | Alameda Av & Bannock St             | 45    |
|      | Colfax Av & Speer By              | 94    | 58           | Evans Av & Monaco Pkwy              | 45    |
|      | Colfax Av & Welton St             | 87    | 59           | Hampden Av & Monaco Pkwy            | 45    |
| 10   | 45th Av & Peoria St               | 83    | 60           | Hampden Av & Rosiyn St              | 45    |
| 11   | 46th Av & Steele St               | 81    | 61           | Jewell Av & Sheridan Bv             | 45    |
| 12   | Colfax Av & Kalamath St           | 80    | 62           | Alameda Av & Monaco Pkwy            | 44    |
|      | 8th Av & Santa Fe Dr              | 79    | 63           | Ellsworth Av & Steele St            | 44    |
|      | Colfax Av & Colorado Bv           | 77    | 64           | Havana St & Yale Av                 | 44    |
|      | I-25 & Park Av                    | 70    | 65           | 6th Av & Broadway St                | 43    |
|      | I-70 & Washington St              | 69    | 66           | Alameda Av & Santa Fe Dr            | 43    |
| 17   | 13th Av & Josephine St            | 68    | 67           | Colfax Av & Quebec St               | 43    |
|      | 18th St & Larimer St              | 68    | 68           | Quebec St & Smith Rd                | 43    |
|      | Speer Bv & Stout St               | 68    | 69           | Andrews Dr & Chambers Rd            | 42    |
| 20   | Martin Luther King Bv & Quebec St | 67    | 70           | Colfax Av & Grant St                | 42    |
|      | 6th Av & Federal Bv               | 66    | 71           | Colorado Bv & Evans Av              | 42    |
| 22   | I-25 & Santa Fe Dr                | 66    | 72           | Federal Bv & Jewell Av              | 42    |
|      | Leetsdale Dr & Monaco Pkwy        | 63    | 73           | Havana St & I-70                    | 42    |
|      | Federal Bv & Florida Av           | 62    | 74           | University Bv & Wesley Av           | 42    |
|      | 8th Av & Broadway St              | 61    |              | 14th St & Tremont PI                | 41    |
|      | Evans Av & Federal Bv             | 61    | 76           | 16th Av & York St                   | 41    |
|      | Alameda Av & Lincoln St           | 60    | 77           | Colorado Bv & Yale Av               | 41    |
|      | Auraria Pkwy & Speer Bv           | 60    | 78           | Leetsdale Dr & Quebec St            | 41    |
|      | Hampden Av & Sheridan Bv          | 60    | 79           | Mississippi Av & Santa Fe Dr        | 41    |
|      | 15th St & Champa St               | 59    | 80           | 29th Av & Federal Bv                | 40    |
|      | Dartmouth Av & Sheridan Bv        | 59    | 81           | 38th Av & Zuni St                   | 40    |
|      | 6th Av & Kalamath St              | 58    | 82           | Layton Av & Wadsworth Bv            | 40    |
| 33   | Alameda Av & Kalamath St          | 58    | 83           | Montview Bv & Quebec St             | 40    |
| 34   | Hampden Av & I-25                 | 58    | 84           | 11th Av & Broadway St               | 39    |
| 35   | 17th Av & Colorado Bv             | 57    | 85           | 14th Av & Speer Bv                  | 39    |
| 36   | Colfax Av & Logan St              | 55    | 86:          | 3rd Av & Colorado Bv                | 39    |
|      | 6th Av & Monaco Pkwy              | 54    | 87           | California St & Park Av             | 39    |
|      | Cross Dr & Wadsworth By           | 54    | 88           | Evans Av & Shendan Bv               | 39    |
| 39   | Federal Bv & Misaissippi Av       | 54    | 89           | Hampden Av & Tamarac Dr             | 39    |
|      | Larimer St & Speer Bv             | 54    |              | 6th Av & Speer Bv                   | 38    |
|      | Hampden Av & Locust St            | 53    | 91           | Bruce Randolph Av & Colorado Bv     | 38    |
| 42   | Champa St & Speer Bv              | 52    | 92           | Colfax Av & York St                 | 38    |
|      | Lincoln St & Speer Bv             | 52    | 93           | Corona St & Speer Bv                | 38    |
|      | Belleview Av & Ulster St          | 51    |              | Federal Bv & Kentucky Av            | 38    |
|      | Colfax Av & I-25                  | 50    |              | Florida Av & Santa Fe Dr            | 38    |
|      | Colorado Bv & Mexico Av           | 50    |              | Hampden Av & Tamarac St             | 38    |
|      | 1st Av & Colorado Bv              | 49    |              | Speer Bv & Zuni St                  | 38    |
|      | 46th Av & Peoria St               | 49    |              | 48th Av & Pena Bv                   | 37    |
|      | Crestline Av & Wadsworth Bv       | 49    |              | Alameda Av & Broadway St            | 37    |
|      | Broadway St & Speer Bv            | 48    | 100          | Colfax Av & Krameria St             | 37    |

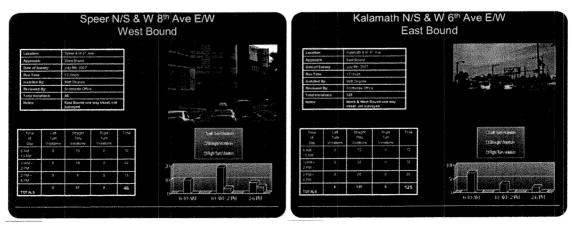
\*State Highway intersections shown in grey font

#### **Analysis of Redflex Data**

|                 | <u> </u>                |              |               | 12 Hr. Volum    | es (6A to 6P  | )             | Redflex Violation    | Violations | Violations          | Angle                   |  |
|-----------------|-------------------------|--------------|---------------|-----------------|---------------|---------------|----------------------|------------|---------------------|-------------------------|--|
| Intersection    | Approach <sup>3</sup>   | ADT @        | WB            | EB              | NB            | SB            | Counts               | /Hour®     | /1,000<br>Vehicles® | Crashes by<br>Approach® |  |
| 8th and Speer   | WB 8th @ NB Speer       | 24,400       | 19,700        |                 |               |               | Not counted          |            | -                   |                         |  |
|                 | WB 8th @ SB Speer       | 24,400       | 19,700        |                 | 1,000         |               | 46                   | 3.8        | 2,3                 | 6                       |  |
|                 | NB Speer @ WB 8th       |              |               |                 | 21,100        |               | 61                   | 5.1        | 2.9                 | 1                       |  |
|                 | SB Speer @ WB 8th       |              |               |                 |               | 15,400        | 76                   | 6.3        | 4.9                 | 1                       |  |
|                 |                         |              |               |                 |               |               |                      |            | Total =>            | 9.                      |  |
| th and Lincoln  | EB 6th @ Lincoln        | 38,000       |               | 28,206          |               |               | 74                   | 6.2        | 2.6                 | 9                       |  |
|                 | NB Lincoln @ 6th        |              |               |                 | Not Available |               | 10                   | 0.8        |                     | 2                       |  |
|                 |                         |              |               |                 |               |               |                      |            | Total =>            | 11                      |  |
| th and Kalamath | SB Kalamath @ 6th       |              |               |                 |               | Not Available | €24                  | 2.0        |                     |                         |  |
|                 | EB 6th @ Kalamath       | 35,000       |               | 28,417          |               |               | 125                  | 10.4       | 4.4                 | 3                       |  |
|                 |                         |              |               |                 |               |               |                      |            | Total =>            | 3                       |  |
| Quebec and 36th | NB Quebec @ 36th        | 42,000       |               |                 | 18,100        |               | 38                   | 3.2        | 2.1                 | 1:                      |  |
|                 | SB Quebec @ 36th        |              |               |                 |               | 19,300        | 81                   | 6.8        | 4.2                 |                         |  |
|                 |                         |              |               |                 |               |               | Ave. =>              | 5.0        | Total =>            | 1                       |  |
| Notes:          |                         |              |               |                 |               |               |                      |            |                     |                         |  |
| ①               | Violations per 1,000 ve | hicles and p | oer hour bas  | sed 12 hour (6# | to 6P) viola  | ion counts p  | rovided by Redflex   |            |                     |                         |  |
| ②               | Angle crashes by appro  | ach by driv  | er no. 1 (as  | sumed at-fault  | during perio  | d between 1/  | /01/2002 and 6/30/06 |            |                     | 1                       |  |
| 3               | Highlighted approach w  | as selected  | i for Photo F | Red Light Enfor | rcement       |               |                      |            |                     |                         |  |
| 4               | Approximate average v   | veekday tra  | ffic (24hour  | period)         |               |               |                      |            |                     |                         |  |
|                 | Date: 10/18/07          | ast Revise   | d: 12/03/07   |                 |               |               | Prepared by: D. Wea  | WAF        |                     |                         |  |

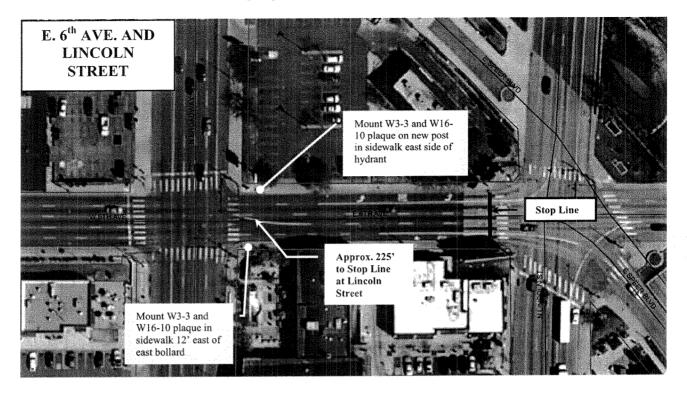
#### Redflex Video Survey Data

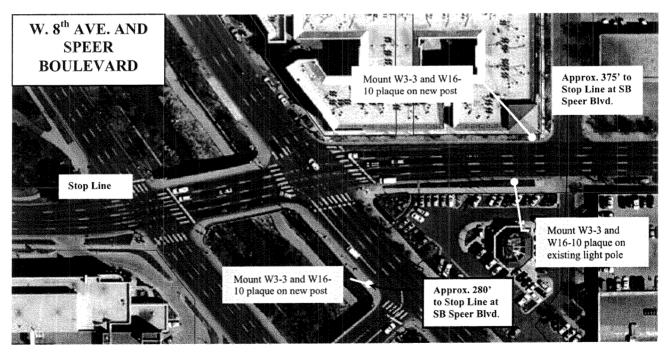




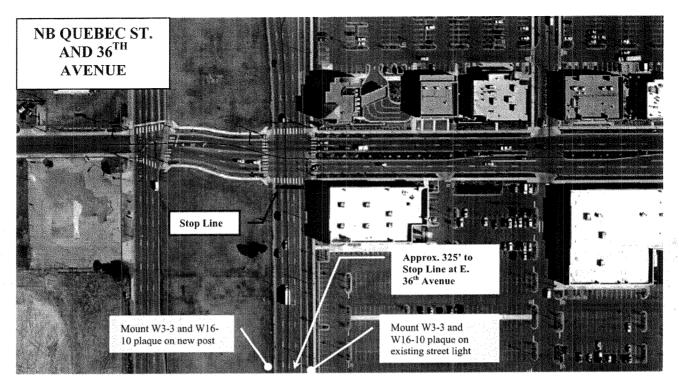
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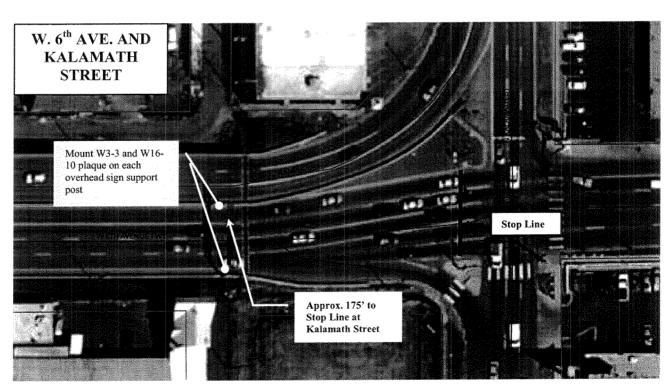
#### Warning Sign Locations (Page 1)





#### Warning Sign Locations (Page 2)





#### **Camera Location Worksheet**

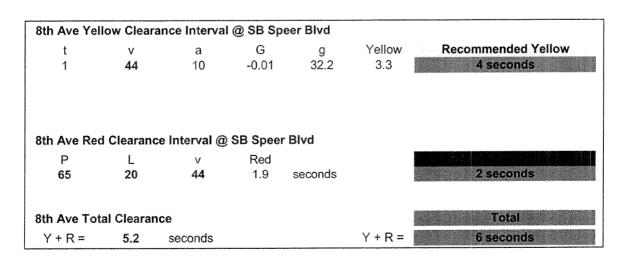
| Row No. | Intersection                                 | Examined | Candidate  | Recommended  | Total Crashes (at<br>int. or int. related) | Rank (total<br>crashes) | Rank Broadside+<br>Apprch Turn<br>Crashes | Angle/RE     | Broadside+<br>Apprch Turn<br>Crashes | Top 10 Citations | Officer input | Recom'd<br>Approach | Daily Approach<br>Volume (approx.) | →<br>→<br>Approach Lanes                         |
|---------|--|----------|--|--------------|--|-------------------------|---|--------------|--------------------------------------|------------------|---------------|---------------------|------------------------------------|--|
| 1       | 15th St & Champa St                          |          | <u> </u>   | <u> </u>     | 59   | 19<br>15                | 23<br>9                                   | 29.0<br>15.0 | 29<br>45                             |                  |               |                     |                                    | TTTA   |
| 2       | 18th St & Larimer St                         | 12       | ed .   | M -          | 63<br>58                                   | 21                      | 10  | 10.8         | 43                                   |                  |               | SEB                 | 15.000                             | 下介   |
| 3       | 20th St & Lawrence St<br>46th Av & Steele St | (X)      | (47)   | 100.3        | 66   | 13                      | 5   | 8.2          | 49                                   |                  |               | OLO                 | 10,000                             | 1  |
| 5       | Florida Av & Steele St                       | 127      | <del> </del>                                     | -            | 46   | 32                      | 19  | 7.8          | 31                                   |                  |               |                     |                                    |  |
| 6       | Champa St & Speer Bv                         | 1        |  | <del> </del> | 54   | 26                      | 16  | 6.0          | 36                                   |                  |               |                     |                                    | 1  |
| 7       | 8th Av & Speer Bv                            | Ø        | Ø  | Ø            | 124  | 2                       | 2   | 5.7          | 68                                   |                  |               | WB                  | 23,000                             | ተተተተ   |
| 1 8     | Broadway St & Kentucky Av                    | M        | -  | -            | 78   | 8                       | 3   | 5.3          | 53                                   |                  |               |                     |                                    |  |
| 9       | Quebec St & Smith Rd                         | 1        | 1  | <del> </del> | 57   | 23                      | 22  | 4.8          | 29                                   |                  |               |                     |                                    |  |
| 10      | 6th Av & Lincoln St                          | Ø        | [2]  | Ø            | 195  | 1                       | 1   | 4.8          | 96                                   | Yes              |               | EB                  | 30,000                             | <u></u> ፍተተተ                                     |
| 11      | 46th Av & Peoria St                          | 123      | <u> </u>   | <del> </del> | 40   | 35                      | 32  | 4.8          | 24                                   |                  |               |                     |                                    |  |
| 12      | 8th Av & Santa Fe Dr                         | 10       | Ø  |              | 73   | 11                      | 4   | 4.3          | 52                                   |                  |               | WB                  | 28,000                             | ተተተተ   |
| 13      | 14th Av & Logan St                           | 2        | 1  |              | 45   | 33                      | 21  | 4.3          | 30                                   |                  |               | EB                  |                                    | ተተተ  |
| 14      | 8th Av & Broadway St                         |          |  |              | 84   | 7                       | 17  | 3.5          | 35                                   |                  |               |                     |                                    |  |
| 15      | Alameda Av & Ash St                          |          |  |              | 39   | 38                      | 25  | 3.5          | 28                                   |                  |               |                     |                                    | ļI   |
| 16      | Larimer St & Speer Bv                        | Ø        | Ø  |              | 58   | 22                      | 15  | 3.3          | 36                                   |                  |               | WB                  | 17,000                             | $\uparrow \uparrow \uparrow \uparrow$            |
| 17      | Alameda Av & Lincoln St                      | Ø        | ☑  |              | 67   | 12                      | 11  | 3.0          | 42                                   |                  |               | NB                  | 28,000                             | ተ ተ ተ ተ ተ  |
| 18      | 13th Av & Logan St                           |          |  |              | 39   | 39                      | 39  | 3.0          | 15                                   |                  |               |                     |                                    | 1  |
| 19      | 38th Av & Zuni St                            |          |  |              | 47   | 30                      | 28  | 2.9          | 26                                   |                  |               |                     |                                    |  |
|         | 11th Av & Broadway St                        |          | <u> </u>   |              | 47   | 31                      | 36  | 2.9          | 23                                   |                  |               |                     | 10.000                             | 1  |
| 21      | 36th Av & Quebec St                          | Ø        | Ø  | 纽            | 64   | 14                      | 24  | 2.8          | 28                                   |                  |               | SB                  | 19,000                             | <u></u> <u> </u> <u> </u>                        |
| 22      | Speer By & Stout St                          | <b>3</b> | <u> </u>   |              | 90   | 5                       | 8   | 2.6          | 45                                   | Yes              |               | EB                  | Heavy<br>34,000                    | $\uparrow \uparrow \uparrow \uparrow$            |
| 23      | 6th Av & Kalamath St                         | Ø        | Ø  | 图            | 92   | 4<br>36                 | 12  | 2.6<br>2.6   | 41<br>23                             | Yes              | Yes           | EB                  | 34,000                             | <u></u> <u> </u>                                 |
|         | 48th Av & Pena Bv                            | 1-       | -  |              | 40<br>75                                   | 9                       | 35<br>6                                   | 2.6          | 48                                   |                  |               | WB                  | +/-12.000                          | 1  |
| 25      | 13th Av & Josephine St                       | 8        | Ø  |              | 63   | 16                      | 31  | 2.4          | 24                                   |                  |               | WD                  | 17-12,000                          | 1 1 1 1  |
|         | 6th Av & Broadway St<br>6th Av & Speer Bv    | 1        | -  |              | 48   | 28                      | 27  | 2.4          | 26                                   |                  |               |                     |                                    | +1   |
| 27      | 23rd Av & Quebec St                          | N N      |  |              | 62   | 17                      | 20  | 2.3          | 30                                   |                  |               |                     |                                    | <del>  </del>                                    |
| 29      | 13th Av & Lincoln St                         | Ø        |  | -            | 40   | 37                      | 37  | 2.3          | 16                                   |                  |               | WB                  |                                    | <del>                                     </del> |
| 30      | Broadway St & Speer By                       | 2        | ├  | 1-           | 56   | 24                      | 26  | 2.3          | 27                                   |                  |               |                     |                                    | +-1  |
|         | Martin Luther King By & Quebec St            | Ø        |  | -            | 90   | 6                       | 7   | 2.2          | 46                                   |                  |               |                     |                                    |  |
| 32      | Corona St & Speer By                         | N N      | <del>                                     </del> |              | 48   | 29                      | 30  | 2.0          | 24                                   |                  |               |                     |                                    | <del>                                     </del> |
| 33      | 8th Av & Lincoln St                          | +        | -  | $\vdash$     | 43   | 34                      | 38  | 1.9          | 15                                   |                  |               |                     |                                    | 1  |
| 34      | Lincoln St & Speer By                        | Ø        |  |              | 62   | 18                      | 34  | 1.8          | 23                                   |                  |               |                     |                                    |  |
| 35      | 48th Av & Tower Rd                           | 1        | <del> </del>                                     |              | 50   | 27                      | 29  | 1.7          | 24                                   |                  |               |                     |                                    | 1  |
| 36      | 6th Av & Monaco Pkwy                         | 1        |  |              | 59   | 20                      | 18  | 1.7          | 32                                   |                  |               |                     |                                    |  |
| 37      | 14th Av & Speer Bv                           | Ø        | 1  |              | 55   | 25                      | 33  | 1.6          | 23                                   |                  |               |                     |                                    |  |
| 38      | 45th Av & Peoria St                          | Ø        |  |              | 74   | 10                      | 14  | 1.6          | 36                                   |                  |               |                     |                                    |  |
| 39      | Auraria Pkwy & Speer Bv                      |          | 1  |              | 93   | 3                       | 13  | 1.6          | 39                                   | Yes              |               |                     |                                    |  |

| Officer Input      | TES Comments                                     |
|--------------------|--|
| Broadway St & 17th | Not in top 200 crash locations                   |
| Lincoln St & Ohio  | Not in top 200 crash locations                   |
| 8th & Josephine    | Not in top 200 crash locations                   |
| Speer & Bannock    | Quadruple Intersection - Not high crash location |
| 1st & University   | Low Angle to RE ratio (1)                        |
| 1300 Bik Alameda   | Mid Block Signal location                        |

#### **Clearance Interval Calculations (Page 1)**

| t         | ٧                      | а          | G                | g       | Yellow | Recommended Yellow |
|-----------|------------------------|------------|------------------|---------|--------|--------------------|
| 1         | 44                     | 10         | -0.03            | 32.2    | 3.4    | 3.5 seconds        |
|           |                        |            |                  |         |        |                    |
| th Ave Re | d Clearance            | Interval @ | Lincoln S<br>Red | St .    |        |                    |
|           | d Clearance<br>L<br>20 | _          |                  | seconds |        | 3.5 seconds        |
| P<br>115  | L                      | ∨<br>44    | Red              |         |        | 3.5 seconds        |

|            |             |              |           |         | 4      |                    |
|------------|-------------|--------------|-----------|---------|--------|--------------------|
| 6th Ave Ye | llow Cleara | nce Interval | @ Kalam   | ath St  |        | ,                  |
| . <b>t</b> | V           | а            | - G       | g       | Yellow | Recommended Yellow |
| 1          | 51.34       | 10           | -0.01     | 32.2    | 3.7    | 4 seconds          |
|            |             |              |           | 8       |        |                    |
| Cab Ave De | d Classes   | - Intorval @ | V alamati | . C4    |        |                    |
|            | ed Clearanc | e Interval @ |           | 1 21    |        |                    |
| Р          | L           | ٧            | Red       |         |        |                    |
| 65         | 20          | 51.34        | 1.7       | seconds |        | 2 seconds          |
| 6th Ave To | tal Clearan | ce           |           |         |        | Total              |
|            |             |              |           |         |        | 6 seconds          |



Page 12 of 18

## **Clearance Interval Calculations (Page 2)**

| Quebec St | Yellow Clea | rance Inte  | rval @ 36t | h Ave   |         |                    |
|-----------|-------------|-------------|------------|---------|---------|--------------------|
| t         | V           | а           | G          | g       | Yellow  | Recommended Yellow |
| 1         | 66          | 10          | -0.02      | 32.2    | 4.5     | 5 seconds          |
| Quebec St | Red Cleara  | nce Interva | I          | Ave     |         |                    |
| Р         | L           | V           | Red        |         |         |                    |
| 95        | 20          | 66          | 1.7        | seconds |         | 2 seconds          |
| Quebec St | Total Clear | ance        |            |         |         | Total              |
| .Y+R=     | 6.3         | seconds     |            |         | Y + R = | 7 seconds          |

### **Traffic Signal Work Orders (Page 1)**

## City and County of Denver Traffic Signal Work Order

| Location                      | LINCOI               | N ST. & SP  | EER BLV                                 | D./6TH A             | V. S                                    | oo aastaqoolikaa ekseysestakkii kii kiikka sigaa iyo oo oo oo | Date Pri                | nted   | 7/2/20      | 008                                   |
|-------------------------------|----------------------|---|---|----------------------|---|---|-------------------------|--|-------------|---------------------------------------|
| Location Code                 | 4400^                | <del>(2004-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-</del> | on and the second second second second  |                      |   |   | Work Or                 | der Number   | 4400^       | _2008_2_NPD                           |
| Written By                    | Nitin De             | shpande   | *************************************** | Date                 | 5/19/200                                | 8 11:21:57  | M Work Or               | der Type   | Perma       | nent                                  |
| Checked By                    | John Yu              |   | ······································  | Date                 | 5/20/200                                | 8 1:02:32P  | M Preempt               | ion  | Optico      | om                                    |
| Approved By                   | Amy Re               | DS  |   | Date                 | 5/27/200                                | 8 1:58:03P  | M Controlle             | ег Туре  | ASC-2       |                                       |
| Remove Signa                  | Not App              | licable   |   | Date                 | *************************************** |   | System                  |  | ICON        | \$                                    |
| Completed By                  |                      |   |   |                      |   |   | Sign/Pai                | nt No  |             |                                       |
| Major Rebuild<br>Completed By | Not App              | Not Applicable  |   |                      |   |   |                         | ary Timing<br>ed Begin   |             |                                       |
| Minor Rebuild<br>Completed By | Not App              | licable   |   | Date                 |   |   | Date                    |  |             |                                       |
| Timing<br>Completed By        | Chris Lil            | llie  |   | Date                 | 6/5/2008                                | 12:00:00A   |                         | ary Timing<br>ed End Date  |             |                                       |
| New Signal<br>Completed By    | Not App              |   | · · · · · · · · · · · · · · · · · · ·   | Date                 |   |   | Complet                 |  |             | 08 12:00:00AN                         |
| Current Status                | Complet              | ed On Sa  | me 5,                                   | 2008,                | 1 veri                                  | fied tha  | t the cle               | arance   | intern      | als                                   |
|                               | M. HW.               | Timini<br>Phase                                       | g Output<br>Phase                       |                      | ntroller Pi<br>Pe<br>Valk Cle           | hases <sup>MU</sup><br>ed Min<br>ear Green                    | Pass/ Of<br>Min Gap Max |  |             | als<br>numin<br>ction.                |
|                               | on Street            | 2   | 2                                       |                      |   | .0 15.0   |                         |  |             |                                       |
|                               | Avenue               | 4   | 4                                       | VMP                  | 1                                       | 2.0   5.0   | 2.0 24.                 | 1 1  | REG/S       | 3.5 3.5                               |
| Plan No Mair                  | n St Yellow          | Cycle Leng  | th Active                               | Days Be              | gin En                                  | d Max Use   | d Remarks               | A. O. W.   | RENT        | X.E                                   |
| A                             | 45.0                 | 60.0  |   |                      | 0:00 23:                                |   | AOT                     | 171mg  | MASS OF     | 10                                    |
| В                             | 69.0                 | 75.0  |   |                      | 5:30 10:                                |   | AM .                    |  |             | i i i i i i i i i i i i i i i i i i i |
| C<br>D                        | 52.0<br>53.0         | 75.0<br>75.0  |   |                      | 0:00 15:<br>5:30 19:                    |   | MID-DAY<br>PM           | 3000   | 7-5-0       |                                       |
|                               | 00.0                 | 7.5.0   | moche                                   |                      | Firming S <sub>l</sub>                  |   | 7 10                    | THUMAN MARINE SEA  | WAL EX      | HHHIL                                 |
| Plan No A                     |                      |   |   |                      |   | Plan No B   |                         | Sen  | ior 6       | ngineer                               |
|                               | Pedestrian           | Begin   | End                                     | Vehicle              |   | Phase   | Pedestrian              |  | End         | Vehicle                               |
| 2                             | 22.0                 | 23.0  | 52.0                                    | 29.0                 |   | 2   | 22.0                    | 43.0   | 1.0<br>43.0 | 33.0<br>42.0                          |
| 4                             | 25.0<br>31.0         | 21.0<br>52.0  | 61.0<br>23.0                            | 40.0<br>31.0         |   | 4<br>4  | 31.0<br>25.0            | 1.0<br>84.0  | 43.0<br>9.0 | 42.0<br>25.0                          |
| 6                             | 32.0                 | 61.0  | 21.0                                    | 50.0                 |   | 6   | 32.0                    | 9.0  | 84.0        | 75.0                                  |
| 8                             | 25.0                 | 21.0  | 61.0                                    | 40.0                 |   | 8   | 25.0                    | 84.0   | 9.0         | 25.0                                  |
| Plan No C                     |                      | *   | - · · <del>-</del>                      |                      | ı                                       | Plan No D   |                         |  |             |                                       |
| Phase                         | Pedestrian           | Begin   | End                                     | Vehicle              |   | Phase   | Pedestrian              | The second secon | End         | Vehicle                               |
| 2                             | 22.0                 | 24.0  | 59.0                                    | 35.0                 |   | 2   | 22.0                    | 26.0   | 60.0        | 34.0                                  |
| 4                             | 25.0                 | 63.0  | 3.0                                     | 40.0                 |   | A   | 31.0                    | 60.0   | 26.0        | 41.0                                  |
|                               |                      |   |   |                      |   | 4   |                         |  |             |                                       |
| 4                             | 31.0                 | 59.0  | 24.0                                    | 40.0                 |   | 4   | 25.0                    |  |             | 40.0                                  |
| 4<br>6<br>8                   | 31.0<br>32.0<br>25.0 | 59.0<br>3.0<br>63.0                                   | 24.0<br>63.0<br>3.0                     | 40.0<br>60.0<br>40.0 |   |   |                         |  |             | 40.0<br>32.0<br>40.0                  |

#### Traffic Signal Work Orders (Page 2)

#### City and County of Denver Traffic Signal Work Order

Notes: CONTROLLER SPLITS ARE IN SECONDS AND OFFSET USES MSY IN SECONDS.

Please change the Yellow and All Red intervals. Also, change the Walk and Ped Clear intervals, and MSY offset.

Pedestrian crossing distances: North - 62' (across Lincoln) South - 76' East - 56' West - 52' (across 6th)

#### **Traffic Signal Work Orders (Page 3)**

#### City and County of Denver Traffic Signal Work Order

| Location                      | KALAMATH ST. & 06TH AV | V.     |  | Date Printed                           | 7/2/2008            |
|-------------------------------|------------------------|--------|--|--|---------------------|
| Location Code                 | 3332                   |        | elektrian de la maint de la primera an en entremeny de la primera primera primera de la contraction de contraction de la | Work Order Number                      | 3332_2008_2_NPD     |
| Written By                    | Nitin Deshpande        | Date   | 5/19/2008 10:59:10AM   | Work Order Type                        | Permanent           |
| Checked By                    | John Yu                | Date   | 5/20/2008 8:51:14AM  | Preemption                             | Opticom             |
| Approved By                   | Amy Rens               | Date   | 5/27/2008 1:54:14PM  | Controller Type                        | ASC-2               |
| Remove Signal                 | Not Applicable         | Date   |  | System                                 | ICONS               |
| Completed By                  |                        |        |  | Sign/Paint No                          |                     |
| Major Rebuild<br>Completed By | Not Applicable         | Date   |  | Temporary Timing<br>Requested Begin    |                     |
| Minor Rebuild<br>Completed By | Not Applicable         | Date   |  | Date                                   | 4                   |
| Timing<br>Completed By        | Chris Lillie           | Date   | 6/5/2008 12:00:00AM  | Temporary Timing<br>Requested End Date |                     |
| New Signal<br>Completed By    | Not Applicable         | Date   |  | Temporary Timing Completion Date       | 6/5/2008 12:00:00AM |
| Current Status                | Completed On June 5,   | 2008.0 | verified that  | the clearance                          | interals            |

Shown on this work order match controller Phases the clearance intervals running Timing Output Ped Min Passi at the intersection.

|                  | : H11111112 | Outpu |      |      | reu   | 1941111 |         |      |      |         |         |         |
|------------------|-------------|-------|------|------|-------|---------|---------|------|------|---------|---------|---------|
| Direction/Street | Phase       | Phase | Mode | Walk | Clear | Green   | Min Gap | Max1 | Max2 | Max3    | Yellow  | All Red |
| KALAMATH ST.     | 2           | 2     | NA   | 7.0  | 12.0  | 15.0    | 0.0     | 15.0 | 15.0 | 15.0    | 3.5     | 2.5     |
| 6TH AVE          | 4           | 4     | VMP  | 19.0 | 10.0  | 5.0     | 2.0     | 29.0 | 41.0 | 1.38.91 | 11,14.0 | 2.0     |

#### Timing Plans

| Plan No | Main St Yellow | Cycle Length | Active Days | Begin | End   | Max Used | Remarks |
|---------|----------------|--------------|-------------|-------|-------|----------|---------|
| Α       | 54.0           | 60.0         | 1234567     | 00:00 | 23:59 | 1        | AOT     |
| В       | 70.0           | 75.0         | 23456       | 05:30 | 10:00 | 2        | AM      |
| С       | 36.0           | 75.0         | 23456       | 10:00 | 15:30 | 3        | MID-DAY |
| D       | 54.0           | 75.0         | 23456       | 15:30 | 19:00 | 1        | PM      |

| Timing | Splits |
|--------|--------|
|--------|--------|

| Plan No A |            |       |      |         | Plan No B  |            |       | Senilahs | 5ngineer |
|-----------|------------|-------|------|---------|--|------------|-------|----------|----------|
| Phase     | Pedestrian | Begin | End  | Vehicle | Phase  | Pedestrian | Begin | End      | Vehicle  |
|           | 23.0       | 34.0  | 59.0 | 25.0    | Victoria de la composición dela composición de la composición de la composición de la composición de la composición dela composición de la composición de la composición dela composición dela composición de la c | 22.0       | 60.0  | 35.0     | 50.0     |
|           | 22.0       | 59.0  | 34.0 | 35.0    |  | 23.0       | 35.0  | 60.0     | 25.0     |
| 2         | 25.0       | 35.0  | 0.0  | 25.0    | 2  | 25.0       | 48.0  | 1.0      | 28.0     |
| 4         | 35.0       | 0.0   | 35.0 | 35.0    | 4  | 35.0       | 1.0   | 48.0     | 47.0     |
| Plan No C |            |       |      |         | Plan No D  |            |       |          |          |
| Phase     | Pedestrian | Begin | End  | Vehicle | Phase  | Pedestrian | Begin | End      | Vehicle  |
|           | 23.0       | 17.0  | 42.0 | 25.0    | minimum to a management of the same  | 23.0       | 46.0  | 69.0     | 20.0     |

| Phase | Pedestrian | Begin | End  | Vehicle | Phase | Pedestrian | Begin | End  | Vehicle |
|-------|------------|-------|------|---------|-------|------------|-------|------|---------|
|       | 23.0       | 17.0  | 42.0 | 25.0    |       | 23.0       | 46.0  | 69.0 | 20.0    |
|       | 22.0       | 42.0  | 17.0 | 50.0    |       | 22.0       | 69.0  | 46.0 | 52.0    |
| 2     | 25.0       | 5.0   | 42.0 | 37.0    | . 2   | 25.0       | 20.0  | 60.0 | 40.0    |
| 4     | 35.0       | 42.0  | 5.0  | 38.0    | 4     | 35.0       | 60.0  | 20.0 | 35.0    |

Notes: CONTROLLER SPLITS ARE IN SECONDS AND OFFSET USES MSY IN SECONDS.

Please change the Yellow and All Red intervals. Also, change the Walk and Ped Clear intervals, and MSY offset.

Pedestrian Crossing distance:

Kalamath: 44 feet 6th Ave: 70 feet

#### Traffic Signal Work Orders (Page 4)

#### City and County of Denver Traffic Signal Work Order

| Location                      | QUEBEC ST. & 36TH AV | . EAST INTE | RSECTION  | Date Printed                           | 7/2/2008            |
|-------------------------------|----------------------|-------------|---|--|---------------------|
| Location Code                 | 6426E                |             | мест <del>а под под под под под под под под под под</del> | Work Order Number                      | 6426E_2008_1_NPD    |
| Written By                    | Nitin Deshpande      | Date        | 5/19/2008 11:08:45AM                                      | Work Order Type                        | Permanent           |
| Checked By                    | John Yu              | Date        | 5/20/2008 8:54:38AM                                       | Preemption                             | Opticom             |
| Approved By                   | Amy Rens             | Date        | 5/27/2008 1:52:07PM                                       | Controller Type                        | ASC-2               |
| Remove Signal                 | Not Applicable       | Date        |   | System                                 | ICONS               |
| Completed By                  |                      |             |   | Sign/Paint No                          |                     |
| Major Rebuild<br>Completed By | Not Applicable       | Date        |   | Temporary Timing<br>Requested Begin    |                     |
| Minor Rebuild<br>Completed By | Not Applicable       | Date        |   | Date                                   | in grown a          |
| Timing<br>Completed By        | Chris Lillie         | Date        | 6/5/2008 12:00:00AM                                       | Temporary Timing<br>Requested End Date |                     |
| New Signal<br>Completed By    | Not Applicable       | Date        |   | Temporary Timing<br>Completion Date    | 6/5/2008 12:00:00AM |
| Current Status                | Completed In June    | 5.2008.0    | Directic Shot   | the comme                              | intervals           |

shown on this work order match controller Phases the clearance intervals running

|                  | Timing | Output |      |      | Ped   | Min - | Pass/   |      | ~~~  |      | •      |         |
|------------------|--------|--------|------|------|-------|-------|---------|------|------|------|--------|---------|
| Direction/Street | Phase  | Phase  | Mode | Walk | Clear | Green | Min Gap | Max1 | Max2 | Мах3 | Yellow | All Red |
| Timing Only      | 2      | 2      | NA   | 15.0 | 10.0  | 15.0  | 0.0     | 15.0 | 15.0 | 15.0 | 5.0    | 2.0     |
| WB 36th Avenue   | 4      | 4      | NL   | 9.0  | 10.0  | 8.0   | 8.0     | 34.0 | 19.0 | 34.0 | 3.0    | 3.0     |
| NB Quebec Street | ·6     | 6      | NA   | 15.0 | 10.0  | 15.0  | 0.0     | 15.0 | 15.0 | 15.0 | 5.0    | 2.0     |
| EB 36th Avenue   | 8      | 8      | NL   | 9.0  | 10.0  | 8.0   | 8.0     | 34.0 | 19.0 | 34.0 | 3.0    | 3.0     |

**Timing Plans** 

| Plan No | Main St Yellow | Cycle Length | Active Days | Begin | End    | Max Used | Remarks           |       |
|---------|----------------|--------------|-------------|-------|--------|----------|-------------------|-------|
| Α       | 14.0           | 90.0         | 1234567     | 00:00 | 23:59  | 1        | AOT               | 7     |
| В       | 77.0           | 100.0        | 23456       | 06:00 | 09:00  | . 2      | AM                | 11111 |
| С       | 56.0           | 100.0        | 23456       | 15:00 | 19:00  | 3        | PM                | 2.0   |
| D       |                |              | 1234567     | 22:00 | 06:00  | 1        | Late Night: Float | 7     |
|         |                |              |             | Timin | n Call |          |                   |       |

| Timing | Sp | its |
|--------|----|-----|
|--------|----|-----|

| Plan No A |            |       |      |         | Plan No B |            |       | Senlin | MEngineer |
|-----------|------------|-------|------|---------|-----------|------------|-------|--------|-----------|
| Phase     | Pedestrian | Begin | End  | Vehicle | Phase     | Pedestrian | Begin | End    | Vetficle  |
| 2         | 32.0       | 61.0  | 21.0 | 50.0    | 2         | 32.0       | 9.0   | 84.0   | 75.0      |
| 4         | 25.0       | 21.0  | 61.0 | 40.0    | 4         | 25.0       | 84.0  | 9.0    | 25.0      |
| 6         | 32.0       | 61.0  | 21.0 | 50.0    | 6         | 32.0       | 9.0   | 84.0   | 75.0      |
| 8         | 25.0       | 21.0  | 61.0 | 40.0    | 8         | 25.0       | 84.0  | 9.0    | 25.0      |
| Plan No C |            |       |      |         |           |            |       |        |           |

| Phase | Pedestrian | Begin | End  | Vehicle |
|-------|------------|-------|------|---------|
| 2     | 32.0       | 3.0   | 63.0 | 60.0    |
| 4     | 25.0       | 63.0  | 3.0  | 40.0    |
| 6     | 32.0       | 3.0   | 63.0 | 60.0    |
| 8     | 25.0       | 63.0  | 3.0  | 40.0    |

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#### Traffic Signal Work Orders (Page 5)

#### City and County of Denver Traffic Signal Work Order

Notes: CONTROLLER SPLITS ARE IN SECONDS AND OFFSET USES MSY IN SECONDS.

Please change the Yellow and All Red intervals. Also, change the Walk and Ped Clear intervals, and MSY offset.

Pedestrian Crossing Distances: 64' to cross Quebec Street 68' to cross 36th Avenue

#### Traffic Signal Work Orders (Page 6)

### City and County of Denver Traffic Signal Work Order

| <u> </u>   | SPEER                             | BLVD. & 08                            | TH AV.                                  | W  |  |  | Date F                        | Printed  | 7/2/2008   | 3   |
|--|-----------------------------------|---------------------------------------|---|--|--|--|-------------------------------|--|--|---|
| Location Code  | 4535                              |                                       |   |  | and the control of th | Management of the State of the  | Work                          | Order Number   | 4535_20  | 08_2_NPD                                      |
| Written By   | Nitin De                          | eshpande                              | **************************************  | Date                                     | 5/19/2008  | 11:04:52   | M Work                        | Order Type   | Permane  | at  |
| Checked By   | John Yu                           |                                       |   | Date                                     | 5/20/2008  | 1:00:12P   | M Preem                       | ption  | Opticom  |   |
| Approved By  | Amy Re                            | ns                                    |   | Date                                     | 5/27/2008  | 2:03:34P   | M Contro                      | oller Type   | ASC-2  | en nazymani sporece militera catra ni encolar |
| Remove Signal<br>Completed By                          | Not App                           | olicable                              |   | Date                                     |  | PARTY TO THE PROPERTY OF THE PARTY OF T  | Syster                        | n  | ICONS  |   |
| Major Rebuild<br>Completed By                          | Not App                           | olicable                              | <u></u>                                 | Date                                     |  | THE SECTION OF THE SECTION SEC | Tempo                         | raint No<br>orary Timing   |  |   |
| Minor Rebuild<br>Completed By                          | Not App                           | licable                               |   | Date                                     |  |  | Reque                         | ested Begin  |  | Service of                                    |
| Timing<br>Completed By                                 | Chris Li                          | llie                                  | mit säätiliseen muutamata, marka en een | Date                                     | 6/5/2008 1   | 2:00:00AN  |                               | orary Timing<br>ested End Date   |  |   |
| New Signal<br>Completed By                             | Not App                           | licable                               |   | Date                                     |  |  |                               | orary Timing<br>etion Date   | 6/5/2008   | 12:00:00A                                     |
| Current Status   | Complet                           | ed An Or                              | ine 5                                   | 2708                                     | d will   | in H   | ict the                       | clearance<br>once inter  | inter  | ala   |
| Direction Speen  | n/Street<br>Blvd.                 | Timing<br>Phase                       | Output<br>Phase                         | Mode V                                   | Ped<br>Valk Clear  | Min<br>Green I   | Pass/ M<br>Min Gap M          | t the inte   | esections Yello  | w All Red                                     |
| 8th Av   | /enue                             | 4                                     | 4                                       |  | 14.0   10.0<br>'iming Plans  | 5.0  | 2.0 2                         | 4.0   25.0   | 32.0 4.0<br>MINIMUM<br>MO REG/S  | 2.0   |
| Plan No Main   | St Yellow                         | Cycle Leng                            | th Active                               |  | -  |  | d Remarks                     | J.HIII. OR   | AUU NEG/S  | 211/4   |
| Α  | 41.0                              | 60.0                                  | 123                                     | 4567 00                                  | 0:00 23:59   | 1  | AOT                           | <del>- Egy</del>   |  | 6%  |
| B<br>C<br>D  | 61.0<br>21.0<br>28.0              | 75.0<br>75.0<br>75.0                  | 23                                      | 456 10                                   | 5:30 10:00<br>0:00 15:30<br>5:30 19:00   |  | AM<br>MID-DAY<br>PM           | WIND PROPERTY.   | 4506   | EER CO  |
| C<br>D   | 21.0                              | 75.0                                  | 23                                      | 3456 10<br>3456 15                       | 0:00 15:30<br>5:30 19:00<br>Timing Splits  | 3<br>3<br>3  | AM<br>MID-DAY                 | DPROFTS  | 134328<br>6508<br>1000 EN  | A C S S C S S S S S S S S S S S S S S S       |
| C<br>D<br>Plan No A                                    | 21.0<br>28.0                      | 75.0<br>75.0                          | 23<br>23                                | 3456 16<br>1456 15<br>T                  | 0:00 15:30<br>5:30 19:00<br>Timing Splits  | 3<br>3<br>s<br>in No B   | AM<br>MID-DAY<br>PM           | WINDHIM OF THE PROPERTY OF THE | L 508  | o a summing in eer                            |
| C<br>D<br>Plan No A<br>Phase Po                        | 21.0<br>28.0<br>edestrian         | 75.0<br>75.0<br>Begin                 | 23<br>23<br>End                         | 456 10<br>456 15<br>T<br>Vehicle         | 0:00 15:30<br>5:30 19:00<br>Timing Splits  | 3<br>3<br>S<br>In No B<br>Phase  | AM MID-DAY PM Pedestria       | in Begin   | 6508   | Sineer<br>Vehicle                             |
| C<br>D<br>Plan No A                                    | 21.0<br>28.0                      | 75.0<br>75.0                          | 23<br>23                                | 3456 16<br>1456 15<br>T                  | 0:00 15:30<br>5:30 19:00<br>Timing Splits<br>Pla   | 3<br>3<br>s<br>in No B   | AM<br>MID-DAY<br>PM           | THE SE   | POWAL EN MINISTRATION OF THE POWER OF THE PO | rgineer<br>Vehicle<br>44.0<br>31.0            |
| C<br>D<br>Plan No A<br>Phase Pe<br>2<br>4<br>Plan No C | 21.0<br>28.0<br>edestrian<br>23.0 | 75.0<br>75.0<br>Begin<br>17.0<br>47.0 | 23<br>23<br>End<br>47.0                 | 456 10<br>456 15<br>T<br>Vehicle<br>30.0 | 0:00 15:30<br>5:30 19:00<br>Timing Splits<br>Pla   | 3 3 s n No B Phase 2 4   | AM MID-DAY PM  Pedestria 23.0 | 67.0   |  | rgineer<br>Vehicle<br>44.0                    |

Please change the Yellow and All Red intervals. Also, change the Walk and Ped Clear intervals, and MSY offset.

Notes: CONTROLLER SPLITS ARE IN SECONDS AND OFFSET USES MSY IN SECONDS.

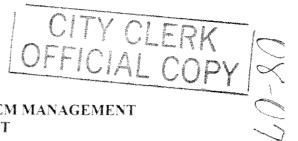
Pedestrian crossing distances:

North - 41' (across Speer)

South - 45' East - 64'

West - 50'

|          |   | BY AUTHORITY   |        |
|----------|---|--|--------|
|          | 2 ORDINANCE NO. 64                          | COUNCIL BILL NO. 50  |        |
|          | 3 SERIES OF 2008                            | COMMITTEE OF REFERENCE:  | •      |
| 4        | 4   | Safety   |        |
| 5        | 5   | A BILL   |        |
| 6        | 6   |  |        |
| 7<br>8   | · o. an oraniance approving a               | a proposed Automated Photo Red Light System  |        |
| 9        | wanayement Program Agree                    | ement between the City and County of Denver and and to implement and operate an automated photo red            |        |
| 10       | " Oyotom management program                 | m (the "Program").   | llight |
| 11<br>12 |   | OF THE CITY AND COUNTY OF DENVER:  |        |
| . 13     |   | d Photo Red Light System Management Program Agree  |        |
| 14       | between the City and County of Denve        | ver and Redflex Traffic Systems, Inc., in the words and fi   | ement  |
| 15       | contained and set forth in that form of     | f agreement, filed in the office of the Clerk and Recorde  | igures |
| 16       | Officio Clerk of the City and County of [   | Denver, on the day of January 2008, City Clerk's   | ∄, EX- |
| 17       | No. <u>08-078</u> is hereby:                | approved.  | riiing |
| 18       |   |  |        |
| 19       | COMMITTEE APPROVAL DATE: Dec                | cember 19, 2007  |        |
| 20       | MAYOR-COUNCIL DATE: December 2              | 26, 2007.  |        |
| 21       | PASSED BY THE COUNCIL                       |  | 2008   |
| 22       | teaunet 600                                 | - PRESIDENT PRO-TEM  | -000   |
| 23       | APPROVED: de trutes                         | -MAYOR February 5 20   | 008    |
| 24<br>25 | ATTEST: Styling Offall                      | - CLERK AND RECORDER,  |        |
| 26       | , 0   | EX-OFFICIO CLERK OF THE  |        |
| 27       |   | CITY AND COUNTY OF DENVER  |        |
| 28       | NOTICE PUBLISHED IN THE DAILY JO            | OURNAL Feb. 1, 2008; Feb. 8, 20  | 800    |
| 29       | PREPARED BY: <u>Timothy Carrier</u>         | DATE: January 4, 200   |        |
| 30       |   |  |        |
| 31<br>32 | Pursuant to section 13-12, D.R.M.C., this   | is proposed ordinance has been reviewed by the office of   | fthe   |
| 33       | ordinance. The proposed ordinance is su     | as to form, and have no legal objection to the proposubmitted to the City Council for approval pursuant to § 3 |        |
| 34<br>35 | of the Charter.                             | and the second of approval pursuant to § 5   | .2.0   |
| 36       | David R. Fine, City Attorney for the City a | and County of Domise   |        |
| 37       |   | +City Attorney   |        |
| 38       | DATE: 24 Jan 08                             | Oity Attomey   |        |
|          |   |  |        |



## AUTOMATED PHOTO RED LIGHT SYSTEM MANAGEMENT PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this 10th day of February.

2008, between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "CITY"), and REDFLEX TRAFFIC SYSTEMS, INC., a corporation with an address of 15020 N. 74th Street Scottsdale, AZ 85260 (the "Contractor" or "Redflex").

#### RECITALS:

WHEREAS, the City has determined that the implementation and operation of an Automated Photo Red Light System which utilizes an automated vehicle identification system will, as part of an overall traffic management strategy, enhance safety on City streets, promote traffic calming, improve neighborhood quality of life, and improve or maintain current levels of traffic mobility;

WHEREAS, given the benefits of such a Program, the City, through the City's Police Department (the "DPD") and with the assistance and support of other involved City Agencies, including the Denver County Court (the "Court"), wishes to successfully implement and operate an automated photo red light system management program (the "Program") within the City;

WHEREAS, the City desires to retain a qualified contractor to provide the City with the specialized equipment, installation services, ministerial services, technical experience and expertise and other assistance and support specified in this Agreement and necessary to successfully install, implement and operate a complete, fully functional Program within the City;

WHEREAS, the Contractor was selected on the basis of its experience and demonstrated ability to perform the services contemplated herein as a candidate offering services to the public, pursuant to City RFP # 6160;

WHEREAS, the City and the Contractor recognize that the State of Colorado has legislated certain requirements for the implementation and operation of automated photo red light system programs and the parties intend to comply fully with the provisions of C.R.S. §42-4-110.5 and §42-3-113(10)(a) (the "State Statute"), in entering into and performing under this Agreement: and

**WHEREAS**, the Contractor represents that it has the present capacity and is experienced and qualified to perform, and is willing and able to perform, in accordance with the terms and conditions

of this Agreement.

**NOW, THEREFORE.** in consideration of the premises and the mutual covenants and obligations herein set forth, the parties hereto mutually agree as follows:

ARTICLE I. AUTHORITY: The City's Manager of Safety or designee (the "Manager") is the City's representative who is responsible for authorizing and approving the Contractor's performance under this Agreement. The Manager hereby designates the City's Chief of Police or designee (the "Chief") as the Manager's authorized representative for the purpose of administering, coordinating and finally accepting such performance, in accordance with this Agreement. The Chief or his designee shall act as a Program Manager for the Program. The Program Manager will be responsible for the implementation, operation and management of the Program and for the day-to-day administration, coordination and preliminary acceptance of the Contractor's performance on behalf of the Program under this Agreement.

#### ARTICLE II. DEFINITIONS:

#### A. <u>Definitions</u>:

- as well as all attachments, including Exhibit A Statement of Work . Exhibit B Installation Terms and Conditions, Exhibit C Contractor Bonds, the Business Rules (defined below), and Exhibit D Prevailing Wage Schedule. In the event of conflict between the terms and conditions set forth herein and any of the attachments, the terms and conditions set forth herein shall control, followed in descending order of precedence by Exhibit B, Exhibit A, the Business Rules, Exhibit C and Exhibit D.
- 2. Business Rules: shall be those additional rules, roles and obligations of the parties that are jointly drafted within ninety days of the Effective Date. If the parties fail to complete the Business Rules by such date, the City may (a) extend the time for completion, or (b) present the Contractor with a final draft of the Business Rules and those shall become final and binding on the parties.
  - 3. Days: shall mean calendar days.
- **4.** Effective Date: shall mean the date specified in Article VII.A as the first day of the term of this Agreement.
  - 5. Principal Hours: shall mean, for the Court system: 8:00 a.m. to 5:00 p.m.,

Monday through Friday; and for Police Administration: 6:00 a.m. to 10:00 p.m., Monday through Sunday. The Court excludes holidays, the Police Administration includes holidays. For the purpose of calculating computer System availability, the Contractor shall add the aggregate downtime for all units of equipment that occurs during the month, and divide by the aggregate Principal Hours for all units of equipment operating during the month, and divide by the aggregate Principal Hours for all units of equipment covered during the month. The resulting percentage shall be subtracted from 100 to obtain the availability percentage during the month.

- 6. Reports: shall mean the reporting and record keeping functions specified under this Agreement as more fully set forth in **Exhibit A**.
- 7. Services: shall mean those Contractor provided ministerial services, maintenance services, support services, installation services, technical experience and expertise and other assistance and support, including but not limited to public awareness support and training, specified in this Agreement and necessary to assist and support the City in successfully implementing and operating the Program as more fully set forth herein and **Exhibit A**.
- 8. Subcontractor. As used herein, the term "Subcontractor" shall mean any entity contracting with or employed by the Contractor or a subcontractor of any tier to perform a portion of the work hereunder.
- 9. System: shall mean the equipment and software purchased/licensed by the City from the Contractor and more fully set forth herein and in **Exhibit A**.

ARTICLE III. CONTRACTOR'S SCOPE OF WORK: The Contractor shall perform the Services and provide the System and other assistance and support specified in this Agreement necessary to assist and support the City in successfully implementing and operating a complete, fully functional Program.

A. Scope of System. The Contractor shall install the System and assist in the operation of the Program, which shall include all labor, required permits, hardware and software items necessary, ground loops (if applicable), other equipment used for violation detection, still and video camera equipment, computer technology and other related components, and necessary equipment and services, at four (4) initial intersections that are identified below (the "Initial Intersections"), with one (1) monitored approach per intersection, utilizing digital photographic technology in a system that records in two (2) separate and distinct mediums, digital still and digital video. The four Initial

Intersections, further described in Exhibit B. are:

- (1) 8<sup>th</sup> Avenue & Speer Boulevard West Bound
- (2) 6<sup>th</sup> Avenue & Lincoln Street East Bound
- (3) 6<sup>th</sup> Avenue & Kalamath Street East Bound
- (4) 36th Avenue & Quebec Street North Bound
- B. <u>Installation</u>. Installation of the Initial Intersections shall be expeditiously undertaken by the Contractor and shall be completed within forty five (45) Days of the issuance of the necessary permits to commence installation. Contractor shall, as soon as practicable, submit to the appropriate public entities the appropriate documentation to expeditiously obtain the necessary permits. In the event the City desires to have additional intersections installed, the Contractor shall expeditiously undertake the installation and shall complete same within forty five (45) Days of the issuance of the necessary permits to commence installation. Upon notice of any additional installations, Contractor shall immediately submit to the appropriate public entities the appropriate documentation to expeditiously obtain the necessary permits. All of the installation work shall be performed in accordance with Exhibit B.

#### C. Software Licenses.

- 1. Licensed Software. The Contractor hereby grants to the City perpetual, irrevocable, royalty free software licenses for the use of any software provided by or through the Contractor as a component of the Program. This includes, by way of example and not limitation, Windows based Operating Systems, Office Suite software designated by the City and other software required to administer and manage the Program as the City may designate from time to time.
- **2. Contractor's Property**. Except as set forth in Section C.1, all aspects of the software, including programs and methods of processing, remain the sole and exclusive property of Contractor or its Subcontractors, as applicable.
- **D.** <u>Maintenance and Services</u>. Included in the monthly fee, the Contractor shall also provide comprehensive maintenance and repair as required of the System to keep it in fully operational condition. Also included in the monthly fee shall be the Services, including but not limited to development and processing of all violation notices and citations, including necessary mailings, accounting, accounts receivable and cash handling components as well as the tracking of delinquent accounts, preparation of required reports, both hardcopy and computerized, and web

based access of violation data for designated DPD personnel, all as further described on Exhibit A.

- **E.** Specific Program Requirements. The System developed for the Program shall include the following features:
- (1) The System shall not interfere with the existing Opticom Emergency Vehicle Signals.
- (2) The System shall detect and photographically record red light violations on all lanes designated by the City through the signal controlled intersections at any speed and including right turns.
- (3) The System shall be capable of detecting and recording all violators during a single traffic cycle.
- (4) Still images shall be full color, high resolution digital (not video images) that are a minimum of twelve (12) Mega Pixels or greater or if an industrial grade camera, 11 megapixel or greater.
- (5) Separately recorded full-motion video of the violation(s), in full color at thirty (30) frames per second or greater shall be provided.
- (6) The system will allow for real time traffic monitoring while remaining in an enforcement mode.
- (7) At an agreed upon date between the City and the Contractor after all of the intersections have become operational, the City shall enforce a "Designated Warning Period" for a period of thirty (30) days. At this time, only "Warning Citations" shall be issued and no penalties or fines shall be assessed and no revenue shall be generated or collected. The Contractor agrees that as part of this Agreement, they shall absorb this Designated Warning Period, of thirty (30) days with no revenue.
- (8) The Contractor shall assist with the development and execution of a high profile public awareness campaign prior to the implementation of the Program. This program will be designed and implemented with the appropriate agencies involvement. The City will have final approval of any public awareness campaign materials or events.
- (9) The System shall operate with regular electronic flash illumination. Infrared flash technology shall not be used.
  - (10) The System shall provide:

- a. photographically recorded violations with the following views:
  - i. Identifiable violator face
  - ii. Identifiable violator license plates (front and rear)
  - iii. Identifiable violator vehicle approaching the controlled intersection
  - iv. Identifiable violator vehicle passing through the controlled intersection
- b. video recorded violations with the following views:
  - i Identifiable rear view of violator vehicle approaching the controlled intersection
  - ii. Identifiable rear view of the violator vehicle passing through the controlled intersection
- between the hours of 7:00AM and 5:00PM (Mountain Time) using a local number or toll free telephone number for Customer Service Support to the Program including internal (City to Contractor) and External (Public to Contractor) The Contractor shall provide to the DPD, access on a twenty-four (24) hour per day, seven (7) day per week basis to the Contractor's Field Service Technician (FST) and/or Program Manager for non-Customer Service Support such as equipment issues or other program related issues requiring immediate contact and resolution. Such access shall also be provided via a local phone number or toll free telephone number.
- (12) The Contractor shall offer Software (proprietary) /Web assistance (for their vendor system) on a twenty-four (24) hour per day, seven (7) days per week basis.
- (13) The Contractor shall immediately report all ethics violations to the City. Any illegal or unethical act committed by the Contractor or its officers, employees, agents or subcontractors must be made known to the City immediately. An example would be discovery of a deviance in the objectivity of violations that are issued, i.e. a staffer that is not issuing violations for people that he/she recognizes.
- (14) Payments tendered for violations, whether by mail, telephone, internet, in person, or any other means, whether such payment is received by the Contractor or by the City,

shall be receipted, deposited, and accounted for by the Contractor as further outlined in the Business Rules and pursuant to GAAP. In the event the City accepts payment for a violation, the City shall turn the payment over to the Contractor and Contractor shall accept same and process consistent with Contractor's responsibilities. For avoidance of doubt, it is the intent of the parties that all payments are made to and processed by the Contractor.

- (15) . The Contractor shall maintain copies of correspondence, both sent and received, for the normal seven (7) year retention requirement in paper format. If the sent and received correspondence is electronically scanned, archived and stored, the paper format can be destroyed two years after receipt of the correspondence unless otherwise specified by the City in the Business Rules. The City desires that any correspondence destroyed be recycled versus thrown out. The Contractor shall provide copies of correspondence and duplicate copies of Notices to the City upon request. The Contractor will be responsible for providing the electronic media of archived correspondence to the City before the paper correspondence is destroyed.
- (17) License plate lookup by the Contractor shall use current data provided directly from State Motor Vehicle databases. Data sources where information is more than sixty (60) days old shall not be utilized.
- and linked the City's website (<a href="www.denvergov.org">www.denvergov.org</a>) shall provide the ability for the public to obtain general information on the program, view violation evidence and pay program violations and citations online. The web page shall "mirror" the City's web design, which can be viewed at denvergov.org. The final web page design will be approved by the City. The Contractor will coordinate with the appropriate City agencies to ensure compliance with all applicable rules governing the City's Internet system and web page design. The Contractor shall have the Internet Payment Portal ready to "go live" within 60 days of the Effective Date.
- (20) The System shall allow for supervisory access from off-site (i.e. working at home).
- (21) The System shall provide the ability to assign each employee of the DPD and the County Court who utilize the system a User ID and password.
  - (22) The Contractor will attend any meetings on request of the City
  - F. Public Awareness Activities and Training. The Contractor shall provide all

public awareness campaigns outlined above and training services as specified in Exhibit A.

G. <u>Contractor Compliance with State Statute and City Ordinance</u>. In addition to all other requirements of this Agreement, the Contractor shall perform the Agreement and provide Equipment and a Program that shall at all times be deemed to constitute an automated vehicle identification system as set forth in D.R.M.C. §54-1(5.5) and C.R.S. §42-4-110.5 and §42-3-113(10)(a) (the "State Statute") or successor ordinances or statutes.

#### ARTICLE IV. COMPENSATION:

- A. System. The fee for the installation at the Initial Intersections and purchase of the System shall be Three Hundred Sixty Thousand Dollars (\$360,000.00). Payment shall be due upon the City's final testing and acceptance of the System. The cost to deactivate an approach and activate a new approach within an Initial Intersection shall be Nineteen Thousand Dollars (\$19,000). The cost to relocate an Initial Intersection to another intersection entirely shall be Thirty-four Thousand Dollars (\$34,000) for a 3-lane approach and Thirty-six Thousand Dollars (\$36,000) for a four-lane approach. Such move and re-installation shall be completed expeditiously and in no event later than forty five (45) days from receipt of the necessary permitting. Any moved Initial Intersections shall remain defined as an Initial Intersection.
- **B.** Installation of Additional Intersections: The Contractor agrees to install additional intersections as requested by the City. Turn lanes shall be considered in the same category as standard lanes. The fee for the construction of each additional intersection approach, on the same terms and conditions as the Initial Intersections, shall be One Hundred Five Thousand Dollars (\$105,000) for a 3-lane approach and One Hundred Ten Thousand Dollars (\$110,000) for a 4-lane approach. The cost to relocate an approach at additional intersections to another approach in the same intersection shall be Nineteen Thousand Dollars (\$19,000). The cost to relocate an additional intersection to another intersection entirely shall be Thirty-four Thousand Dollars for a 3-lane approach and Thirty-six Thousand Dollars (\$36,000) for a four-lane approach. Such move and reinstallation shall be completed expeditiously and in no event later than sixty (60) days from receipt of the necessary permitting.
- C. <u>Monthly Charge for Operation of Program</u>: The monthly fee for the operation of the Program at the Initial Intersections shall be Seven Thousand Nine Hundred Eighty Dollars

(\$7,980.00). Any additional installed intersections shall cost an additional Two Thousand Seven Hundred Five Dollars (\$2,705) per approach.

- D. **Invoices**: The Contractor shall invoice the City monthly for costs and fees accrued during the preceding month under the Agreement. The Contractor shall issue each invoice on or after the first day of the next month and the City shall issue payment in accordance with this Article to the Contractor within sixty (60) days of the date of the invoice. The Contractor shall maintain records of its operations sufficient to support all invoiced amounts and sufficient to support any audits by the City. The Contractor shall include with each invoice all appropriate reports and other supporting documentation. The Program Manager will verify and certify each complete invoice prior to payment by the City. No charges shall be incurred under this Agreement nor shall any payments come due to the Contractor until the equipment, services and everything else necessary to assist and support the City in implementing and operating the Program is provided or performed by the Contractor in accordance with the terms and conditions of this Agreement and approved by the City as being in accordance with this Agreement. The City may withhold payment to the Contractor in any instance in which the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. Payment of any invoice submitted shall not, however, foreclose the right of the City to examine the books and records of the Contractor to determine the correctness and accuracy of any invoice.
- E. The Program Manager will verify, certify and either approve or reject, in whole or in part, each complete invoice prior to approval for payment by the City. The Program Manager shall notify the Contractor in writing of the basis for any partial or complete rejection and return submitted documentation, as required. No charges shall be incurred under this Agreement nor shall any payments come due to the Contractor until the City has confirmed the satisfactory operation of the Equipment and the Program and that performance of all Services are in accordance with this Agreement for the invoice period. The City, in its sole discretion, may withhold payment to the Contractor in any instance in which the City determines that the Contractor has failed or refused to satisfy any material obligation provided for under this Agreement or Exhibit A. Processing of invoices by the City, payment to the Contractor under this Agreement and disputes regarding invoices or payment shall be subject to the City's Prompt Payment Ordinance, D.R.M.C. §20-107 et. seq.

- F. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor under this Agreement shall in no event exceed the sum of ONE MILLION ONE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$1,168,500). The parties agree that all equipment and services to be provided by the Contractor hereunder are not subject to any other cost, charge or fee in addition to those specified above and as set forth in Exhibit A. The parties further recognize that the installation and provision of Equipment and Services for additional intersections beyond the initial four (4) referenced above would require appropriation of additional funds and amendment of this Agreement.
- G. Funding: Notwithstanding any other term, condition or covenant of this Agreement. it is expressly understood and agreed that any obligation of the City under this Agreement, or any renewal or extension, for all or any part of any payment obligations set out herein, whether direct or contingent, shall extend only to payment of monies duly and lawfully appropriated for the purpose of this Agreement by the City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. The Contractor acknowledges that (i) the City does not by this Agreement irrevocably pledge present cash reserves over and above the said amount of appropriated and encumbered funds for payments in this or future fiscal years, and (ii) this Agreement is not intended to create a multiple fiscal year direct or indirect debt or financial obligation of the City. The Contractor understands and agrees that the provision of any Services or Equipment by the Contractor which would cause the total amount payable to the Contractor to exceed the amount of previously appropriated and encumbered funds is strictly prohibited. In the event the continuation of services by the Contractor would cause the amount payable to the Contractor to exceed such amounts, the Contractor agrees to stop providing services until such time as additional funds sufficient to cover the services are appropriated and encumbered for purposes of this Agreement.

#### ARTICLE V. GENERAL RESPONSIBILITIES OF THE CONTRACTOR:

**A.** <u>Coordination and Cooperation</u>: Coordination with the City and its involved agencies, designees and the public shall be a continuing work item. Such coordination shall consist of regular progress and review meetings with the City and work sessions with the Department of Safety, Denver Police Department (DPD), Denver County Court (Court), the City Attorney's Office,

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other involved agencies and as otherwise directed by the City. The Contractor shall document all such conferences and distribute notes of such conferences to the Program Manager or designee.

- B. Standard of Performance: All of the services and work performed by the Contractor under this Agreement in the development and operation of the Program shall be performed in accordance with the standards of care, skill and diligence provided by competent professionals who perform work or provide services of a similar nature to the performance described in this Agreement, as well as in strict compliance with all terms and conditions of this Agreement and Exhibit A. All provision of the Program, including equipment and services of whatsoever nature provided by the Contractor to the City pursuant to this Agreement, shall be prepared or provided in a professional manner and conform to the standards of quality normally observed by competent professionals providing deliverables of a similar nature.
- C. Qualified Personnel: All of the Services performed or Equipment provided by the Contractor or any subcontractor under this Agreement shall be performed only by competent, qualified personnel under the supervision of the Contractor and in the employ of either the Contractor or an approved Subcontractor. The Contractor will ensure adequate staffing of all with such personnel.

Within ten (10) Days of the Effective Date, the Contractor will provide to the City a list of the key personnel that will be assigned to the Project along with appropriate supporting materials. The Contractor will promptly notify the City in writing of any changes in key personnel during the term of this Agreement. The Contractor will comply with the City's reasonable requests regarding assignment and removal of personnel, but all personnel, including those assigned at the City's request, must be supervised by the Contractor.

#### D. <u>Insurance</u>:

Effective Date, the following occurrence based insurance (claims made basis for professional liability insurance) covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. If the Contractor is notified by any insurer that any insurance coverage will be

cancelled, the Contractor shall immediately provide written notice to the Denver Risk Administrator (the "Administrator"), 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by regular mail. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The City reserves the right to require the Contractor to provide a bond, at no cost to the City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 2. <u>Proof of Insurance</u>: Contractor shall provide a copy of this Agreement to its insurance agent or broker. The City reserves the right to require the Contractor to provide a certificate of insurance, a policy, or other proof of insurance as required by the Administrator in his sole discretion.
- 3. <u>Additional Insureds</u>: For general liability, Contractor's insurer shall name the City, the City officers and employees as an additional insured.
- 4. <u>Waiver of Subrogation</u>: For Workers Compensation, General Liability, and Automobile Liability, Contractor's insurer shall waive subrogation rights against the City.
- 5. <u>Subcontractors:</u> All subcontractors and independent contractors providing goods or services required by this Agreement shall be subject to maintain the same requirements as the Contractor for general liability, workers' compensation, and auto liability insurances. Contractor shall include all such subcontractors and independent contractors as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and independent Contractors upon request by the City.
- 6. Workers' Compensation/Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of One Hundred Thousand Dollars (\$100,000.00) for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the

City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

- 7. General Liability: Contractor shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and at a minimum \$2,000,000 policy aggregate. These limits may be provided through the use of primary and excess liability policies.
- 8. <u>Automobile Liability</u>: Contractor shall maintain limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere.
- 9. <u>Professional Liability</u>: Contractor shall maintain limits of \$1,000,000 for each claim, and \$1,000,000 aggregate limit for all claims.
- 10. Third Party Employee Dishonesty: Contractor shall maintain limits of \$500,000 covering all activities under this Agreement that involve the processing, transportation, calculation or remittance of monies.

#### 11. Additional Provisions:

- A. For all general liability and professional liability, the policies must provide the following:
  - (1) If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, the Contractor shall notify the City within ten (10) days and reinstate the aggregates required;
- B. For all general liability, the policies must provide the following:
  - (1) Unlimited defense costs in excess of policy limits;
  - (2) Contractual liability covering the indemnification provisions of this Agreement;
  - (3) A severability of interests provision;
  - (4) On the general liability policy delete the exclusion for lawsuits by one insured against another:

- (5) A provision that coverage is primary; and
- (6) A provision that coverage is non-contributory with other coverage or self-insurance provided by the City.
- C. For all general liability and professional liability, if the policy is a claims-made policy, then the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

#### E. Bonding Requirements:

- 1. <u>Surety Bonds</u>: The Performance Bond required in this Section must be issued by a corporate surety authorized to do business in the State of Colorado and approved by the Mayor, the Manager of Safety and the Office of the City Attorney. Before the Agreement is executed, the Contractor shall have paid for and furnished corporate surety bonds as a guarantee of the faithful performance of the Agreement and the payment of bills for labor and materials.
- Performance Bond in the amount of not less than Three Hundred Forty Thousand Dollars (\$340,000.00) which, when executed by the Contractor and surety, shall be a guarantee for the faithful performance and completion of the Contractor's obligations in strict accordance with the terms of this Agreement. The Performance Bond shall also be a guarantee for the repair or replacement of all System Equipment, deliverables and products or Services found to be defective or otherwise unacceptable during the Agreement term and through any guarantee period. The Performance Bond shall be in the form contained in **Exhibit B**. The Performance Bond shall be renewed annually for each year that this Agreement is extended or renewed. The fully executed and approved Payment Bond shall be provided within thirty (30) days of the Agreement being fully signed.

#### F. Indemnification:

1. Contractor hereby agrees to defend, release, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs and expenses (including reasonable attorney fees, expert witness fees and all associated defense fees), liability, actions or proceedings of any kind or nature including, but not limited to, Workers' Compensation claims, of or by any third party in any way resulting from or arising out of, directly or indirectly, the

Contractor's negligence or tortious acts or errors or omissions or breach of contract in connection with its Operations or performance in connection herewith or the Contractor's negligence or tortious acts or errors or omissions or breach of contract in connection with its use or occupancy of any portion of public or private property hereunder, including negligence or tortious acts or errors or omissions or breach of contract by the Contractor's officers, employees, SubContractors, invitees. Contractors and agents. Provided, however, that the Contractor need not indemnify or save harmless the City, or the City's officers, agents and employees from damages resulting from and apportioned to the negligence or intentional misconduct of the City's officers, agents and employees or other third parties not related to, affiliated with, or a Contractor or Subcontractor of the Contractor. This indemnity clause shall also cover the City's defense costs, in the event that the City, in its sole discretion, elects to provide its own defense. The Insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

2. In addition to all other defense and indemnity obligations undertaken by the Contractor under this Agreement, the Contractor shall save, defend, indemnify and hold harmless the City and its employees, agents, representatives, officials and affiliates (collectively, "Indemnified Persons") for, and will pay to the Indemnified Persons the full amount of, any loss, liability, claim, damage (including incidental, consequential and punitive damages and damages attributable to lost revenue), expense (including costs of cover, costs of investigation and defense, and attorneys' fees) or diminution of value arising, directly or indirectly, from or in connection with any actual or alleged infringement or misappropriation of any intellectual property or proprietary right, including without limitation any patent, copyright or trade secret right, based on the performance of this Agreement or the provision of any materials, Equipment or fixtures used in connection with this Agreement. Without limiting the generality of the foregoing, Contractor agrees that this indemnity obligation shall include the City's defense costs in the event the City, in its sole discretion, elects to provide its own defense. The Contractor shall promptly notify the City in writing of any possible infringements of rights or claims of infringement of rights which may give rise to a claim by the City for indemnification hereunder. The City retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense and indemnity obligation, which right of disapproval shall

not be unreasonably exercised.

Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

# G. Program Service Levels, Warranty and Liquidated Damages:

1. General Program Performance Warranty: Subject to and without limiting the specific warranties set forth in this Section, the Contractor shall warrant that the Program, as implemented and operated by the City with the support and assistance of the Contractor, will perform as set forth in this Agreement during the term of this Agreement. Further, the Contractor agrees to perform with respect to the Program as specified herein and warrants that the Program shall perform in accordance with the specifications and requirements detailed herein for the term of the Agreement.

In the event of any failure of the Program/System to perform or otherwise function as specified that is attributable to the Contractor, the Contractor shall, within one (1) working Day, correct any such failure at no cost to the City. In the event of any interruption of the Contractor's Services related to Program/System operation as a result of such a failure, the Contractor agrees to use best efforts to immediately remedy such interruption and restore the Program/System to full operation.

2. Equipment Warranty: The Contractor agrees to warrant, service and maintain, and as necessary or provided for herein, repair or replace, all equipment provided hereunder, for the life of the Agreement. The Contractor agrees that implied warranties of merchantability and of fitness for the particular purposes specified in this Agreement, as set out in the Colorado Uniform Commercial Code, are in no way disclaimed by the Contractor, and shall also apply fully to the System.

With respect to all such equipment, the Contractor shall provide one (1) Field Service Technician dedicated full-time to the Program. The field technician shall respond to the City's notification of inoperable or failing Equipment as provided below.

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In the event of any Equipment failure which precludes or materially diminishes the operation of any enforcement unit or the Program operations as a whole (thereby rendering the unit or Program "inoperable") and which is not caused by the negligence or misuse of the City or its employees or agents, the City shall promptly notify the Contractor of any such failure and shall maintain a log of all such notifications. Upon notification, the Contractor shall repair or correct the failure or replace the inoperable Equipment with a fully operational replacement within eight hours as outlined in Exhibit A, including weekend days and holidays, at no cost to the City.

System performance with respect to image quality shall consistently meet or exceed the image quality performance standards set forth in Exhibit A. To that end, the Contractor agrees to employ all reasonable effort, assistance and cooperation necessary to develop and implement monitoring and inspection mechanisms to assist the City in measuring compliance with these performance standards. In the event Contractor fails to meet the performance standards set out in Exhibit A, Contractor shall, upon receipt of written notice by City of a failure, submit a Corrective Action Plan ("CAP") to address each identified failure in no less than three (3) days of receipt of City's notice. Such CAP shall provide for a remediation of such failures no later than fifteen (15) days following Contractor's receipt of City's notice. Upon City's acceptance of the CAP, Contractor shall execute the CAP as accepted by the City. In the event such failures continue despite Contractor's execution of the CAP or the Contractor fails to execute the approved CAP, any such failure may be considered by the City to be a material breach or default by Contractor, and City may, at its sole discretion, seek remedies as provided for in Article VII.B herein.

# ARTICLE VI. RESPONSIBILITIES OF VARIOUS CITY AGENCIES:

- A. <u>Department of Safety</u>: Unless otherwise set forth in this Article, the Manager of Safety shall have primary responsibility for the administration of this Agreement in accordance with the terms and conditions specified herein. The Manager or his designee shall be responsible for any Acceptance required hereunder.
- **B.** <u>Police Department</u>: The City's Police Department (the "DPD") shall solely and exclusively implement, operate, manage and administer the Program with the support and assistance of other City agencies and the Contractor. Except as provided in Sections C and D. below, the DPD shall use its own personnel including, as required, DPD Supervisors, Police Officers, Special Police

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Officers technicians and support personnel, to perform Program discretionary functions including, without limitation, establishing Program implementation and operation policies and procedures, reasonable assistance with the implementation of the System, operation of the pertinent parts of the System, review and supervision of image and infraction/violation processing and infraction/violation notices and collections, review, issuance and supervision of service of Summons and Complaints or other appropriate charging documents for infraction/violations, and all other functions or operations the City has determined or may determine are required to successfully implement and operate a complete, fully functional Program. In addition, the DPD shall supervise and direct the performance of the Contractor in support of the Program and the Contractor shall not perform any City or DPD Program function specified herein.

- C. <u>County Court</u>: The Court will be responsible for managing and operating all Denver County Court functions, associated with the Program.
- D. Office of the City Attorney: The City Attorney's Office will advise and assist the Department of Safety and other agencies with the administration of the Program and this Agreement; shall represent the City in court proceedings where possible, and shall advise the Department of Safety, Police Department and County Courts on legal matters and court processes.

# ARTICLE VII. TERM AND TERMINATION:

- A. Term: The term of this Agreement shall commence on February 15, 2008, the ("Effective Date"), and shall end exactly one (1) year thereafter, subject to the unilateral option of the City to renew for up to four (4) additional one (1) year renewal terms. In no event shall the full term of this Agreement, including all authorized renewal terms, extend beyond five (5) years. Each such renewal term option shall be exercised by written notice to the Contractor not less than ten (10) Days prior to the end of the current term and action of the City Council in appropriating sufficient funds for payment during the new term. In the event that such appropriation for this Agreement is not made for a future fiscal year, the City will be deemed to have thereby failed to exercise its option to renew this Agreement for any additional years and the Agreement shall expire at the end of the current term.
- B. <u>Termination for Default for Nonperformance</u>: Failure or refusal of the Contractor to perform any material obligation under this Agreement shall constitute default. In the event of any default, in addition to any other remedy available to the City, after providing Ten (10) Days' prior

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written notice and opportunity to cure such default, the City may terminate this Agreement. No new performance will be undertaken after the date of receipt of any notice of termination. In the event of such termination, the Contractor will be paid for those services performed in accordance with the requirements of this Agreement up to the effective date of termination. Such termination shall not waive any other legal remedies available to either party.

- C. <u>Termination for Default for Bankruptcy</u>: In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors then, at the option of the other party, this Agreement shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.
- D. Termination for Default for Improper Conduct: The City may, by written Notice of Default to the Contractor, terminate the whole or any part of this Agreement in the event the Contractor or any of its officers are convicted, plead nolo contendere, or enter into a formal agreement for deferred prosecution or sentencing, in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion, violation of the Racketeer Influenced and Corrupt Organizations Act (R.I.C.O.) or substantially similar state statute or any offense of a similar nature, in connection with the Contractor's business.
- E. Termination for Judicial or Legislative Action: The City may, as of the date of receipt by the Contractor of a written notice from the Manager of Safety, terminate the whole or any part of this Agreement in the event a judicial action by a municipal, county, state or federal court or a legislative action by the State of Colorado either precludes operation of the Program or restricts or limits Program operations under the terms and conditions of this Agreement in a manner that renders such operations impossible or impractical. Such notice to the Contractor shall specify the judicial or legislative action, which constitutes the basis for such termination. As of the effective date of such termination, the City shall not be liable to the Contractor for any further costs, losses or damages incurred by Contractor as a result of the termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, overhead,

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bonding and insurance costs, contract administration and post-termination administrative expenses, or any other costs associated with this contract or termination hereof.

F. Termination for Convenience of City: The City may terminate this Agreement for the City's convenience and without cause at any time by giving the Contractor not less than thirty (30) Days' written notice of such termination. In the event of such termination, the Contractor shall cease performance under this Agreement on, but not before the date specified in such written notice of termination (the "Effective Date of Termination"). Upon termination for convenience, the Contractor will be paid for those services performed in accordance with the provisions of this Agreement, up to the Effective Date of Termination.

In no event will the City be liable for any costs incurred by the Contractor after the Effective Date of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, overhead, bonding and insurance costs, contract administration and post-termination administrative expenses, or any other costs associated with this Agreement or the termination hereof.

- G. Contractor Cooperation with City and Successor Provider: In the event of termination of this Agreement by the City for any reason, the Contractor will use best efforts to actively and in good faith cooperate and coordinate with, and assist, the City and with any successor Contractor or provider retained by the City in transitioning the operation and function of the Program to an internal City operation or to a successor Contractor or provider, in the City's sole discretion, including but not limiting to assisting in transitioning the functioning of Program Equipment, including hardware and software, to accommodate new or different hardware or software proposed to be utilized to operate and maintain an ongoing Program, to the end that the operation of the Program shall not be materially disrupted or interrupted or rendered dysfunctional by such transition.
- **H.** The Indemnity and Insurance provisions of this Agreement, together with other provisions set out below, shall survive any termination effected hereunder.

# ARTICLE VIII. OWNERSHIP OF DOCUMENTS:

A. All documents, reports, plans, electronic databases and electronic files or other written products prepared by the Contractor under this Agreement shall be the property of the City. The Contractor agrees to allow the City to review any of the procedures used in operating the Program and providing the System hereunder, and to make available for inspection the memoranda,

notes and other documents used in the Contractor's performance under this Agreement.

B. The City shall have ownership of such documents and other Work products developed in the performance of this Agreement and, with respect thereto, the Contractor agrees to and does hereby grant to the City an exclusive royalty-free license to all data which the Contractor may cover by copyright and to all other documents or Work product to which the Contractor may assert any rights or establish any claim under any patent or copyright laws or any other applicable laws.

# ARTICLE IX. CHANGES AND AMENDMENTS:

A. The City reserves the right to change any portion or component of the Program required under this Agreement, to alter, modify or reconstitute its Photo Traffic Management Program, or amend such other terms and conditions of this Agreement, which may become necessary. Any such revisions shall be accomplished by written amendatory.

# ARTICLE X. ADDITIONAL CONDITIONS OF AGREEMENT:

- A. <u>STATUS OF CONTRACTOR</u>: It is understood and agreed by and between the parties that the status of the Contractor shall be that of an independent Contractor retained on a contractual basis to perform professional and / or technical services for limited periods of time and it is not intended, nor shall it be construed, that the Contractor or any employee or subconsultant is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.
- B. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of term, covenant, or condition or any default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.
- C. **EXAMINATION OF RECORDS**: The Contractor agrees that any duly authorized representative of the City, including the City Auditor or his representative, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, photographs, video recordings and records of the Contractor, involving transactions related to this Agreement.

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- D. TAXES, PERMITS AND LICENSES: The Contractor agrees to pay promptly all taxes, excises, license fees and permit fees of whatever nature applicable to its operations, and to take out and keep current all required licenses or permits, whether municipal, state or federal, required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent nor to allow any of such licenses or permits to lapse or expire or be suspended, revoked or cancelled. The Contractor further agrees to furnish the City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment by Contractor of all required licenses and permits and all taxes. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed which will in any way impair the rights of the City under this Agreement.
- E. <u>NO AUTHORITY TO BIND CITY TO CONTRACTS</u>: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.
- F. <u>VENUE, GOVERNING LAW</u>: Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code, regulations and Executive Orders of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.
- G. <u>USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS</u>: The Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor from City facilities or participating in City operations.
- H. <u>ASSIGNMENT AND SUBCONTRACTING</u>: The City is not obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or

duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the sole and absolute discretion of the City; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Contractor herein named shall remain fully responsible to the City according to the terms of this Agreement.

- I. <u>INUREMENT</u>: The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.
- J. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.
- K. <u>COLORADO GOVERNMENTAL IMMUNITY ACT</u>: The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations (presently \$150,000 per person, \$600,000 per occurrence) and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq*.

# L. <u>CONFLICT OF INTEREST</u>:

- 1. The parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV. Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.
- 2. The Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, the interests of any principal of the Contractor or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with

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those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest, which shall be deemed a material breach or default of this Agreement and may terminate this Agreement in the event such a conflict exists after it has given the Contractor written notice which describes the conflict. The Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

M. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to subcontractors, suppliers, persons who may be impacted by the Program or by the performance of this Agreement, or members of the general public. It is the express intention of the City and the Contractor that any person or entity other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

# N. PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:

City Information: The Contractor shall not at any time or in any manner. 1. either directly or indirectly, divulge, disclose or communicate to any person, firm or corporation in any manner whatsoever any information concerning any matters which are not subject to public disclosure, including without limitation driving or other records of persons who may be impacted by the Program or by the performance of this Agreement, the trade secrets of businesses or entities doing business with the City and other privileged or confidential information. The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be

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documents subject to disclosure pursuant to the Colorado Open Records Act, the Colorado Criminal Justice Records Act, or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing this Proprietary Data of confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

The Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

- and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Proprietary Data or confidential information to subconsultants unless such sub-consultants are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.
- 4. <u>Disclaimer</u>: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or

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confidential information. The Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

- 5. Contractor's Information: The parties understand that all the material provided or produced under this Agreement by the Contractor may be subject to the Colorado Open Records Act and/or the Colorado Criminal Justice Records Act, and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its documents which it reasonably believes is proprietary or confidential under such Act(s). In the event that the Contractor fails to take action with respect to such material by seeking and obtaining a protective court order or other informal resolution with the party seeking the information, the City will disclose all such material in compliance with the said Act(s). In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the Court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.
- O. <u>NO CONSTRUCTION AGAINST DRAFTING PARTY</u>: Each of the Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.
- P. <u>DISPUTES</u>: All disputes of whatsoever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Article I hereof. It is the

express intention of the parties to this Agreement that all disputes of any nature whatsoever regarding this Agreement including, but not limited to, those involving damages or time extensions for delay, equitable adjustments or other claims for compensation by the Contractor including, but not limited to, disputes going to the breach or default of this Agreement shall be ultimately resolved by administrative hearing pursuant to the provisions of D.R.M.C. Section 56-106(b) et. seq. The Contractor expressly agrees that this dispute resolution process is the only dispute resolution mechanism that will be recognized by the parties for any claims put forward by the Contractor, notwithstanding any other claimed theory of entitlement on the part of the Contractor or its Subcontractors or suppliers.

Q. <u>NOTICES</u>: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By Contractor to:

Manager of Safety

1331 Cherokee Street, Room 302

Denver, Colorado 80202

And by the City to:

the address stated on page 1 hereof.

- R. <u>TAXES, CHARGES AND PENALTIES</u>: The City shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the City's Revised Municipal Code.
- S. <u>PARAGRAPH HEADINGS</u>: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.
- T. <u>SEVERABILITY</u>: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, is by the courts held to be illegal or in conflict with 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 held to be invalid.
- U. <u>SURVIVAL OF CERTAIN AGREEMENT PROVISIONS</u>: The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued

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performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Contractor's obligations for the provision of insurance, for indemnity to the City and for preserving confidentiality of trade secrets and other information shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

- V. <u>APPROVAL BY ORDINANCE</u>: In the event that this Agreement calls for the payment by the City to the Contractor of Five Hundred Thousand Dollars (500,000.00) or more, approval by the City Council, acting by ordinance in accordance with Section 3.2.6 of the Charter of the City and County of Denver, is and shall be an express condition precedent to the lawful and binding execution, effect and performance of this Agreement.
- W. <u>COMPLIANCE</u> <u>WITH ALL APPLICABLE FEDERAL AND STATE STATUTES, REGULATIONS, RULES, STANDARDS AND OTHER REQUIREMENTS:</u>
  The Contractor shall be cognizant of and agrees to fully comply with all applicable federal and state statutes, regulations, rules, standards and other requirements, specifically including all applicable State Statutes and the City Ordinances, in supporting the Program and otherwise performing under this Agreement.
- Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement, or any written amendment to this Agreement, shall have any force or effect or bind the City. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

# Y. <u>LEGAL AUTHORITY</u>:

- A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- B. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.
- C. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.
- Z. <u>COUNTERPARTS OF THIS AGREEMENT</u>: This Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.
- AA. <u>PREVAILING WAGE RATE SCHEDULE</u>: Pursuant to Exhibit B attached hereto as Exhibit D is the Prevailing Wage Rate Schedule for the work to be performed under this Agreement.

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

[SIGNATURES ON FOLLOWIN PAGE]

| ATTEST:  STEPHANIE O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver           | CITY AND COUNTY OF DENVER  Mayor  RECOMMENDED AND APPROVED:   |
|--|---|
|  | By: Manager of Safety  By: Chief of Police  |
| APPROVED AS TO FORM:  CITY ATTORNEY, Attorney for the City and County of Denver  By:  Assistan City Attorney | By: Bow Bow Bow By:  By: Auditor  By: Claude J. Pumili:  Manager of Vinance  Contract Control No. CE 76018  "CITY"                              |
| ATTEST:  By:  Title:   | REDFLEX TRAFFIC SYSTEMS, INC. Taxpayer (IRS) Identification No. 94-3292233  By: Karen Finley Title: Karen Finley President and CEO "CONTRACTOR" |

#### EXHIBIL V

#### STATEMENT OF WORK

#### 7. General Responsibilities

Contractor's shall provide the City with equipment, installation services, ministerial services, technical experience and expe

1.1.1 Diagrams outlining the enforcement approaches and certain functional requirement of System components at each Initial Intersection are attached to this Exhibit A as Attachment 1.

#### 1.2 The Contractor Will:

1.2.1 Deliver and install the following hardware and equipment, which shall be part of the System, at the Initial Intersections and any future intersections selected by the City. The hardware and equipment shall be manufacturer or by a manufacturer approved by the City. The equipment and hardware shall be new (manufactured within one year of Effective Date) and of the highest quality commercially available. Contractor shall work with the City's Technology Services personnel to ensure that the equipment and hardware listed below shall function properly with the City's fechnology infrastructure.

## a) This equipment at each intersection at a minimum shall include:

- 1. Two pole mounted enclosures stand alone (or attachment of modular housings to existing infrastructure if City prefers)
- 2. Communication gear, loop detection system and electrical gear
- · Installed inside enclosure for traditional system, or
- Installed inside pole mounted cabinet if modular option is selected
- 3. Computers, cameras and camcorder
- Mounted inside of enclosure for traditional system, or
- Installed in pole or ground mounted cabinet if modular option is selected
- 4. Appropriate number of flash units (as determined based on geometry of intersection)
- Mounted on enclosure poles for traditional system, or
   Affixed to City infrastructure if modular option is selected
- 5. Inductive Loop detection system
- 6. All Photo Enforcement related signage in accordance with applicable statute(s)
- p) <u>Lue installation will include:</u>
- tesponsible for power consumption to operate equipment responsible for power at site, contractor is
- 2) Underground work including but not limited to the placement of conduit to bring power, communication lines and signalization to the equipment

- broadband communications associated with the System. 3) Broadband communications - Contractor will be responsible for all costs associated with the
- Engineering Department prior to any construction beginning at any red light enforcement a new red light enforcement location. These diagrams will be approved by the City's Traffic Intersections. The same will be provided within 15 days of notice by the city to the Contractor of provided. These diagrams will be provided within 15 days of the Effective Date for the Initial intersection diagrams showing the constructability of the intersection including all equipment to be 4) The Contractor will provide to the City's Public Works Traffic Engineering Department detailed

1.2.2 Be responsible for maintaining and servicing the equipment in accordance with the Business Rules

- outlined in the Business Rules radar/LIDAR certifications and equipment functioning and testing information on a schedule The Contractor will be responsible for providing to the DPD all maintenance records.
- processing of violations including the preparation of and mailing of notices and other correspondence 1.2.3 Be responsible for the retrieval of violation data including video and photographic images and the
- a) Providing City authorized users access to violation information, and the creation and management of
- program data bases necessary to support the Program.
- b) Data entry
- c) Document storage (paper copy or electronic)

approved by the City

1.2.4 Be responsible for providing the following support:

- q) Fockpox and payment processing to include:
- spproved by the City; · Establishing a payment processing operation (lockbox) at it's Denver office or at a bank, all as
- · Utilizing a bonded courier service to pick up deposits for the bank and return bank receipts to the
- Depositing payments in a bank account designated by the City; Processing all payments within twenty-four (24) hours of receipt;
- Taking full responsibility for the accuracy and integrity of the deposit process
- Any deposit shortage will be the sole financial responsibility of Contractor and any such
- shortage shall be covered immediately;
- Business Rules Other rules and guidelines regarding lock box and payment processing will be outlined in the Any overage will be researched and corrected as soon as possible by Contractor.
- KUIes: e) Accounts receivable support shall include the following and be further described in the Business
- Accounts receivable management
- Delinquent accounts (aging schedules)
- Cashiering process for the receipt of checks and credit card payments.
- Tracking of citation overpayments
- Collection process and write-off
- Ability to track and report all outstanding accounts including violations that have been

- f) Registered name and address acquisition within all applicable statutory requirements
- g) DPD Program review and oversight functions in accordance with the Business Rules
- h) Summons and Complaint processing in accordance with the Business Rules
- Statistical reporting including program performance statistics and other relevant reporting items defined in the Business Rules
- j) Providing a sufficient number of staff with the required expertise to support the Program during the hours specified in the Agreement and the Business Rules.
- **1.2.5** Deliver and install the following System within 15 days of the Effective Date. The hardware and equipment shall be manufactured by a first tier national manufacturer or by a manufacturer approved by the City. The equipment and hardware shall be new (manufactured within one year of Effective Date) and of the highest quality commercially available. Contractor shall work with the City's Technology Services personnel to ensure that the System functions properly with the City's technology infrastructure.

#### The System provided to the DPD Traffic Operations Bureau and Special Operations Division will include:

- 1 computer CPU (slim line) minimum Intel Core 2 Duo or Pentium 4 Hyper-Threading processor; 250 MB hard drive; 2 GB RAM; 4 2.0 USB slots with minimum of two on front side
- 1 19" LCD monitor
- 1 19" LCD monitor (On request of DPD; location either Traffic Operations or DPD HQ)
- 1 50 PAGE ADF color scanner (minimum 600x1200 dpi, duplex, 42 bit or better, able to scan legal size documents)
- 1 black and white laser printer (2400 X 1200 DPI)
- 1 black and white laser printer (2400 X 1200 DPI) (On request of DPD; Location either Traffic Operations or DPD HQ)
- 1 color laser printer (2400 X 1200 DPI) (On request of DPD; Location either Traffic Operations or DPD HQ)
- 1 32" video monitor connected to the live video feed from the Installed Intersections
- MS Office 2003 or above (MS Office 2007 preferred) (1 license at start; 1-2 more as requested and needed)
- Adobe Acrobat 8.0 (3 licenses needed 2 for Traffic Operations and 1 for DPD HQ)

#### The computer system(s) and software provided to the Denver County Court will include:

- 1 computer CPU (slim line) minimum Intel Core 2 Duo or Pentium 4 Hyper-Threading processor; 250 MB hard drive; 2 GB RAM
- 1 19" LCD monitor
- 1 black and white flatbed scanner (Minimum 600X1200 DPI, 36 BIT or better)

• MS Office 2003 (1 license)

# 1.3 Program Functionality and Performance Parameters

- a) If the City determines that there are significant technology and/or performance advancements in any part of the System during the term of the Agreement, the Contractor shall deliver and install same subject to cost agreement by the parties based on the actual cost of the technology. The City shall share in the benefit of any reduced maintenance cost from new technology by a proportional reduction in the monthly fee.
- b) Any component of the System that fails for a third time, as determined by the City, shall be replaced and installed at no cost to the City. Such replacement shall occur within 24 hours of notice of the third failure or Contractor's knowledge of the third failure, which ever occurs first. The replacement component shall be manufactured by a first tier national manufacturer or by a manufacturer approved by the City. The replacement component shall be new (manufactured within one year of Effective Date) and of the highest quality commercially available. Contractor shall work with the City's Technology Services personnel to ensure that the System functions properly after installation of the replacement component, with the City's technology infrastructure.
- c) Any Equipment failures causing the degradation or inability to continue enforcement at any location will be repaired or replaced within 8 hours of notification provided the notification occurs between the principle working hours of Police Administration. This notification may be via telephone or email. Hours outside of the Police Administration time are excluded from the calculation of time. For example if the notice is made at 2100 hours on Monday, the expected repair time would be 1300 on Tuesday.
- d) The Contractor will provide an inventory list of serial and model numbers of all the System components to DPD personnel as soon as they are installed.
- e) The Contractor will provide updates to the Equipment inventory list when new Equipment is purchased or replaced
- f) The System is fully automatic and requires no personnel to operate and/or function.
- g) The System shall maintain a 98% or better capture rate (number of vehicles that System successfully captured as defined below divided by number of violations detected per the speed detection parameters), regardless of weather conditions (including but not limited to heat, cold, wind, snow, rain, sleet, hail, lighting conditions etc...) and traffic volume and/or speed. The Contractor shall calculate the capture rate monthly and provide a detailed report. The City shall receive a credit of \$25 per each violation detected but not captured below the capture rate (by way of example if in one month there are 970 captured violation and 1000 detected violation, the City would receive a credit of \$250 (10 x 25) for that month). Successful capture of violations consists of:
  - 1) Time over distance loop calculation, radar or LIDAR trigger of high likelihood of red light running based on speed, distance and light timing;
  - Detection triggers still photograph capture and video capture of vehicle in violation including light cycle and stop line present in each violation; and as applicable, flash activation for image and video capture;
  - Still and/or video camera obtains an identifiable and clear image of the offending driver, and the corresponding vehicle license plate number;
  - 4) Instances where the data bar or a data box covers the face of the offender or the license plate shall not constitute successful capture.

- 5) Notices issued from an acceptable captured image must contain offender depiction of sufficient quality to identify driver
- 6) Captured image is sufficient to provide a clear image (gender of the driver is clearly discernable and reasonably depicts an identifiable image of the person in the photograph) both in paper and digital format which may be used in a "court packet" to prosecute disputed citations
- h) The Equipment shall provide secure (encrypted) and efficient transmission of violation data, including still photographs and video. The Equipment shall be accessible by DPD personnel in real time via a unique userid and confidential password on any computer equipped with a high-speed Internet connection and an approved web browser. The system shall be accessible in read only mode by violators via a unique pin number printed on each individual violation via any computer equipped with an Internet connection and an approved web browser.
- i) The System shall provide a web based edit trail of all actions taken on the Equipment broken out by userid. This edit trail will include but is not limited to containing the userid, date, time and action taken. Actions by the employees of the Denver Police Department will be available only to DPD Supervisory Staff as identified by the responsible Division Chief. Actions by employees of the Denver County Court will be available only to Denver County Court Supervisory Staff as identified by the Traffic Division Manager.
- j) The System shall use the highest level of encryption available on all technology related transmissions and signatures. The System will employ recognized information technology industry standard security measures on all systems utilized to support the Program.
- **k)** The System shall provide encrypted digital images to ensure the integrity of "best evidence" and chain of command linkage from violation capture to presentation in court as evidence. Both still images and video images will be provided as evidence in accordance with the Business Rules
- Video and still images of violations captured by the System (the "Stored Data") will be stored and maintained by the Contractor for a minimum of one year and available via the Internet to personnel identified by the City twenty-four (24) hours a day, seven (7) days a week. All video and still images older than one year shall be transferred to a storage medium approved by the City (the "Aged Data"). The Aged Data shall be delivered to the City on a quarterly basis. Notwithstanding the foregoing, the Aged Data shall be available to the City within 24 hours upon request.
- m) The City acknowledges that the Stored Data may not be accessible during routine maintenance. Such routine maintenance schedule shall be identified in the Business Rules. If the City requires access to the Stored Data during routine maintenance, upon email or phone request the Contractor shall restore access within thirty (30) minutes.
- n) The System shall provide the City a live feed from each camera, live or still, at each Installed Intersection. The live feed shall be further defined in the Business Rules.
- o) Upon request from designated DPD personnel, the Vendor shall immediately change the angle of the cameras, live or still, at each Installed Intersection. The Contractor will make every reasonable effort to continue red light enforcement during such time period.
- p) The System shall allow the City to immediately commence storage (DVD, internal/external storage media) of all video at any Installed Intersection, at any DPD location.
- q) The System shall operate as the City intends, continuously during Police Administration's Principle Hours. For each hour that the System is not in operation during that time period, the City shall automatically receive a credit of \$25 per hour, per Installed Intersection that is not operational.

- r) The Contractor shall maintain a minimum 85% issuance rate at each Installed Intersection. The issuance rate is the number of Notice of Violations (as further defined in the Business Rules) issued divided by the total number of violations captured, as defined in Subsection (g) above. By way of example, if in one month 1,000 violations were captured by the Intersection Equipment, but only 750 citations were issued (face not visible, license plate obscured, driver doesn't match registered owner etc...) the issuance rate for that month would be 75%.
- s) The Contractor warrants that the process it uses to capture, process and issue citations shall meet all court chain of custody requirements. The chain of custody process may be outlined further in the Business Rules.

#### 1.4 Violation Processing

- **1.4.1** The Contractor shall process all violations in accordance with the Business Rules. The Contractor shall ensure that its system (the "Contractor System") tracking the violations is updated immediately to accurately reflect the actual current status of each violation, including, but not limited to, receipt of payment, issuance of notice, summons etc...
- **1.4.2** The Contractor's system that process the violations shall be fully accessible at any time, by personnel designated by DPD via the Internet utilizing a unique userid and password. All entries by the Contractor in the system shall utilize commonly understood terminology and shall not use acronyms, short hand or other terminology not commonly understood by DPD personnel.
- **1.4.3** All correspondence, including but not limited to notice of violations and summons, must be approved by the City, as further addressed in the Business Rules.

## 1.5 Training

- **1.5.1** The Contractor shall adequately train, as determined by the City, the DPD, Denver County Court and other personnel designated by the City, in the use of and access to the Contractor System. Such training to commence within sixty days of the Effective Date.
- **1.5.2** The Contractor shall adequately train, as determined by the City, the DPD and other personnel designated by the City, on the use and operation of the System . Such training to commence within sixty days of the Effective Date
- **1.5.3** The Contractor shall provide additional adequate training, as determined by the City, throughout the term on the Contractor System and the System as requested by the City for new personnel.
- **1.5.4** Course materials and syllabus will be provided to the City thirty (30) days in advance of any training, which materials shall have been reviewed by and pre-approved by the City. Course materials shall become the property of the City.
- **1.5.5** If there are changes or modifications to the Contractor System or System, the Contractor shall provide additional adequate training, as determined by the City, to the personnel designated by the City.
- **1.5.6** All training will be provided at a location designated by the City; which may include city offices or the Contractor's Denver office.

# 1.6 Statistical Reporting and Other Reports

**1.6.1** The Contractor shall provide electronic access to enforcement and program related statistical information via the Internet to personnel designated by the City. These reports will be in PDF and MS Excel. MS Access and MS Word are also acceptable as an additional report method but can not take the place of PDF and MS Excel. The City and Contractor shall work together to finalize the report format and content as soon as practicable. At a minimum the reports shall include the items listed below:

- · Number of vehicles detected going through the intersection
- Number of detected red light violations according to the parameters contained herein and in the Business Rules
- Number of Notice of Violations issued
- The total number of violations detected that were rejected and the reasons they were rejected
- Complete description of System malfunctions and failures, which shall include the total number of hours the System or any component thereof was out of service
- Time that any component of the System was not operational (not in an enforcement mode) for routine maintenance (excludes back office maintenance) or other reasons defined in the Business Rules
- Tracking of violation life cycle
- Total number of summons and complaints delivered to various county sheriff's departments broken out by specific sheriff departments or counties
- The total number of citations registered to out of state and out of the six county metropolitan area broken out by state and county
- Court status including hearings set, dispositions broken out by before hearing, at hearing or after hearing and any other status actions defined in the Business Rules
- Total time (hours and minutes) of System operation, broken out by Installed Intersection
- Notice numbers of notices served by non-Denver Sheriffs listing each notice where a completed waiver of service and the county which returned the service
- Weekly financial transactions
- **1.6.2** An Annual Report summarizing the overall performance of the Program for the entire calendar year including but not limited to the reports specified above. This report shall be made available no later than February 1st of the following year to designated City representatives at the Denver Police Department, Denver County Court, Public Works (Traffic Engineering) and the City Attorney's Office. This report will also be produced in paper copy upon request of each of the designated City representatives.

#### 1.7 Court Related

- 1.7.1 The Contractor shall provide within 5 days of DPD request all photographic, video, citation data, equipment logs and other information necessary to successfully prosecute violations. The specific format will be approved by the City Attorney and DPD and outlined in the Business Rules. The requested data will constitute a "court packet". If the time of request is less than 5 days from the date of the court hearing every reasonable effort will be made to provide the requested court packet to the DPD.
- **1.7.2** The Contractor shall utilize a numerical case numbering convention for the Notice of Violations and Citations that meet the following City requirements:
  - 1) This numbering system shall provide for the numbering of all notices issued, including warning period notices, and shall become the official case number for the alleged violation.
  - 2) This case number shall be present on all correspondence, notices, citations, etc., and shall be unique to each particular violation to which it is assigned and shall not be duplicated on any other violation.
  - 3) The exact length and combination requirements for this case numbering convention shall be as follows:
    - a) For Notice of Violations issued during the Designated Warning Period, case numbers shall consist of a ten (10) character alpha-numeric combination. The first character shall consist of the letter "W" to indicate a "warning citation" and the subsequent nine (9) characters shall consist of increasing, sequential, consecutive numbers. Under this

- designation, the first Designated Warning Period Notice of Violation shall be W000000000, followed by W000000001, etc...
- b) For Notice of Violations and Summons and Complaints issued after the Designated Warning Period, the case numbers shall consist of a ten (10) digit alpha-numeric combination. The first character shall consist of the letter "L", to indicate a "light" citation and the subsequent nine (9) characters shall consist of increasing, sequential, consecutive numbers. Under this designation, the first "red light" citation shall be L000000000, followed by L000000001, etc..
- 1.7.3 The Contractor will provide an expert witness to testify in (a) any case that establishes judicial notice, or (b) any other legal challenge relating to the Program. For each case, the Contractor will provide up to six days of such expert witness availability/testimony at no charge to the City.

#### 1.8 Dismissed Citations

**1.8.1** For each Summons and Complaint dismissed as a result of any Contractor failure to comply with its obligations, the City shall automatically receive a \$75.00 credit.

#### 1.9 Damages

**1.9.1** The Contractor shall not be liable for any damages or credits to the extent caused by the negligence of the City, the negligence of a third party (i.e. vehicle striking equipment and knocking out service), or the failure of a network connection not caused by Contractor.

# Exhibit B Construction Terms and Conditions

#### 1. DOCUMENTS

It is agreed by the parties hereto that the following list of documents, constitute a part of this Exhibit as if they were set out verbatim and in full herein:

Addenda (as applicable)
Performance and Payment Bond
Notice to Proceed
Contractor's Certification of Payment Form
Final/Partial Lien Release Form
Final Receipt
Change Orders (as applicable)
Technical Specifications
Intersection Images

#### 2. SCOPE OF WORK

The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in the Agreement (the "Work").

#### 3. WAGE RATE REQUIREMENTS

In performance of all Work hereunder, the Contractor agrees to comply with and be bound by all requirements and conditions of the City's Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. and any determinations made by the City pursuant thereto.

#### 4. ADDITIONAL CONTRACTS DOCUMENT

Except as amended herein or in the attached technical specifications, all Work performed under the terms of the Agreement shall be governed by the applicable provisions of the following latest editions:

Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS, City and County of Denver (The Index for which is bound herein and commonly referred to as the "Orange Book") (1999 Edition)

Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction" (Sections 200 through 700 of the 2005 Edition).

Standards and Details for the City and County of Denver (April, 2000)

Traffic Barricade Manual, City and County of Denver. (Published August 1, 1992) (1999 Edition)

Manual on Uniform Traffic Control Devices for Streets & Highways (MUTCD)

Building Code of the City and County of Denver (International Building Code 2003 Series, City and County of Denver Amendments 2004)

National Fire Protection Association Standards (As referenced in the Building Code of the City and County of Denver)

Wastewater Management Division – Detail and Technical Specifications for Storm and Sanitary Construction.

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The aforementioned documents are available for review at the Capital Projects Management Office, 201 W. Colfax Ave., Dept. 506. (5<sup>th</sup> floor), Denver, CO 80202. The Standard Specifications for Construction, GENERAL CONTRACT CONDITIONS. City and County of Denver, and the Standards and Details for the City and County of Denver are available for purchase at the Cashier, 2<sup>nd</sup> floor at 201 W. Colfax Ave., Denver, Colorado 80202.

The Manual on Uniform Traffic Control Devices for Streets & Highways is available for review as stated above, or can be viewed at the Federal Highway Administration Website at: <a href="www.fhwa.dot.gov">www.fhwa.dot.gov</a>, where you will also find purchase information.

The "Colorado Department of Transportation Standard Specifications for Road and Bridge Construction" is available for review as stated above, or can be purchased from the Colorado Department of Transportation.

The Wastewater Management Division - Detail and Technical Specifications for Storm and Sanitary Construction, is available at Wastewater Management Division, 2000 W. 3<sup>rd</sup> Avenue, Denver, CO 80223

## 5. DEPUTY MANAGER / CITY ENGINEER

General condition 109 DEPUTY MANAGER is hereby deleted in its entirety and replaced with the following:

The "Deputy Manager" means the official who reports directly to the Manager and exercises supervisory responsibility in the City agency defined in Title 2 herein that is responsible for the Project. The Manager hereby designates the City Engineer as the Deputy Manager for purposes of this Agreement. The City Engineer shall have responsibility for this Project and shall undertake all duties, responsibilities, rights and authority, including specific actions and decisions, delegated to the Deputy Manager under the various terms and conditions of this Agreement.

# 6. ENGINEERING DIVISION / CITY ENGINEER

General Condition 206, TRANSPORTATION DIVISION, is hereby deleted in its entirety and replaced with the following:

The Engineering Division is a unit of the Department of Public Works and is supervised by the City Engineer, who is subordinate to the Manager of Public Works. This Division is responsible for the planning, design, construction, operation and maintenance of all of the City's transportation facilities and the planning, design and construction of all of the City's wastewater facilities, except for the City's Municipal Airport System. All other references to the Transportation Division or the Deputy Manager of Public Works for Transportation are deleted and replaced with references to the Engineering Division and City Engineer, respectively.

# 7. WASTEWATER MANAGEMENT DIVISION

General Condition Section 208, WASTEWATER MANAGEMENT DIVISION , is hereby deleted in its entirety and replaced with the following:

The Wastewater Management Division is a unit of the Department of Public Works and is supervised by the Deputy Manager of Public Works for Wastewater Management, who is subordinate to the Manager of Public Works. This Division is responsible for the operation and maintenance of the City's wastewater facilities.

## 8. CITY DELEGATION OF AUTHORITY

With reference to General Contract Condition 109, DEPUTY MANAGER, General Contract Condition 206, ENGINEERING DIVISION and General Contract Condition 214, CITY'S CONTRACT ADMINISTRATION LINE OF AUTHORITY, the Manager hereby designates the City Engineer as the City official responsible for those certain actions and decisions designated as the responsibility of the Deputy Manager under the General Conditions and delegates to the City Engineer the authority necessary to undertake those responsibilities under this Agreement. The Director shall have supervisory

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Page 2 of 11

responsibility over the Project Manager. Additionally, Contractor questions concerning the Plans and Technical Specifications shall be directed to:

#### Denver Department of Public Works / Engineering Division,

Project Manager

Telephone

City Project Manager «Project Mgr»

«PM Phone»

Consultant

«Consultant»

Name

Telephone

Design Consultant

Consultant Contact

«Consult Name»

«Consult Phone»

#### 9. LIQUIDATED DAMAGES

Should the Contractor fail to complete all Work within the time allocated in the Agreement, the Contractor shall become liable to the City and County of Denver for liquidated damages, and not as a penalty, at the rate of Two Hundred and Fifty Dollars (\$250) for each Day that the Contractor exceeds the time I mits specified in the Agreement, all in accordance with provisions of General Contract Condition 602, LIQUIDATED DAMAGES: ADMINISTRATIVE COSTS: ACTUAL DAMAGES.

Representative hourly rates for the City administrative costs described in General Contract Condition 602.2 shall be as follows for this Project:

Project Manager

\$69 per hour

Project Engineer

\$63 per hour

Inspector

\$49 per hour

Surveying, if necessary

\$100 per hour

#### 10. PAYMENTS TO CONTRACTORS

In accordance with General Contract Condition 902, PAYMENT PROCEDURE, the party(ies) responsible for review of all Pay Applications shall be:

Agency/Firm

Name

Telephone

Public Works/Engineering Division

«Constr Contact»

«Constr Phone»

In accordance with General Contract Condition 906, APPLICATIONS FOR PAYMENT, each Application submitted shall include the following:

- 1. The estimate of Work completed shall be based on the approved schedule of values or unit prices, as applicable, and the percent of the Work complete.
- The Contractor shall also submit to the Auditor and other appropriate officials of the City in a timely fashion, information required by General Contract Condition 1004, REPORTING WAGES PAID.

In accordance with General Contract Condition 907, RELEASES AND CONTRACTORS CERTIFICATION OF PAYMENT, Applications for Payment must be accompanied by completed Partial or Final Claim Release Form, as appropriate, from EACH subcontractor and supplier. The form, Final/Partial Release and Certificate of Payment (Subcontractor/Supplier), which must be used are as follows:

## DEPARTMENT OF PUBLIC WORKS Engineering Division

# FINAL/PARTIAL RELEASE AND CERTIFICATE OF PAYMENT (SUBCONTRACTOR/SUPPLIER)

|   |  | Dak: 28   |
|---|--|---|
| (PROJECT NO. as   | nd NAME)   |   |
|   |  | Subcontract 2:  |
| (NAME OF CONT   | RACTOR)  | (*************************************  |
|   |  | Subcontract Value: 8  |
|   |  | Last Progress Payment: 8  |
| (NAME OF SUBCONTRA  | CTOR SUPPLIER)   | Date:   |
|   |  | Total Paid to Date: 8   |
|   |  | Date of Last Work:  |
| undersigned for any work, labor or servi  | ices performed and for   | enses incurred by the undersigned or on behalf of the<br>any materials, supplies or equipment provided on the<br>referenced Subcontract (the "Work Effort") have been   |
|   | larges or expenses in o  | 's subcontractors and suppliers that incurred or caused connection with the undersigned's Work Effort on the  |
| consideration of the Total Paid to Date,<br>and accepted by the undersigned this<br>discharges the City and County of Den<br>property and the above referenced Co | also referenced above<br>day of<br>wer (the "City"), the about<br>antractor from all clain           | st Progress Payment referenced above and in further and other good and valuable consideration received, 200, the Undersigned hereby releases and pove referenced City Project, the City's premises and ms, liens, rights, liabilities, demands and obligations, connection with the performance of the work effort. |
| and hold harmless the City, its officers, c<br>against all costs, losses, damages, causes<br>connection with any claim or claims                                  | employees, agents and a<br>of action, judgments us<br>against the City or the<br>which may be assert | the undersigned agrees to defend, indemnify and save<br>assigns and the above-referenced Contractor from and<br>inder the subcontract and expenses arising out of or in<br>e. Contractor which arise out of the Undersigned's<br>ed by the Undersigned or any of its suppliers or<br>agents, or employees.          |
| It is acknowledged that this release is $f$ Contractor.   | or the benefit of and  | may be relied upon by the City and the referenced   |
| subcontract, as the subcontract may l   | have been amended.   | ligation under the provisions of the Undersigned's which by their nature survive completion of the rarranties, guarantees, insurance requirements and   |
| STATE OF COLORADO ). CITY OF  |  |   |
|   |  | (Name of Subcontractor)   |
| Signed and sworn before me this day of, 200   | By:  |   |
| Notary Public Commissioner of Oaths<br>My Commission Expires  | Title:   | r   |

 $\label{lem:construction} $$C:Documents and Settings by Local Settings Temporary Internet Files OLK296 Exhibit B-Construction Terms.doc$ 

#### 11. WAGE RATE REQUIREMENTS

General Contract Title 10 shall be amended by adding the following:

All work that has specialized skills or that has safety concerns shall be performed by the appropriate level tradesman including, but not limited to, work on energized, or potentially energized, electrical circuits until the circuit has been positively identified as having been de-energized; work on pressurized piping; work on potable waterlines; shoring and scaffolding; work involving handling refrigerants and hazardous materials; heavy equipment operation and work involving asbestos. Work not involving energized circuits, pressurized piping, etc. may be performed by personnel in demolition laborer classifications.

Without limiting the foregoing, the work of drayage shall include all work performed by drivers and workers in connection with the hauling and transport of materials and debris to and from the work site, where such work is part of any continuous hauling or transport effort either originating or terminating directly upon the site of the work. Such drivers and workers shall be paid at the then-current prevailing wage rates designated: TRUCK DRIVER, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS, Prevailing Rate Schedule, for all time spent loading, hauling and unloading materials and debris, regardless of the location of such work.

#### 12. CONTRACT FORMS

In accordance with the terms and conditions of the Contract Documents, the City requires the use of certain form documents in complying with or satisfying various obligations, notifications and conditions in contracting with the City or performing Work hereunder. These form documents are referenced by title throughout the Contract Documents for mandatory use as directed. The following are the forms that shall be detached and utilized in accordance with the Contract Documents:

- 1. Performance and Payment Bond
- 2. Performance and Payment Bond Surety Authorization Letter (Sample)

The following are forms that will be issued by the City during construction:

- 1. Notice To Proceed (Sample)
- 2. Final Receipt (Sample)

#### 13. CONSTRUCTION INSPECTION BY THE CITY

General Condition 1702, AUTHORITY OF INSPECTORS, is modified as follows:

- 1702.1 Persons who are employees of the City or who are under contract to the City or the City as lessee will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not designs, materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the drawings and specifications, accepted Shop Drawings. Product Data and Samples, and the General Contractor's warranties and guarantees. The General Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included as a Cost of the Work without any increase to the Guaranteed Maximum Price. In addition, General Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the General Contractor of any of its quality control responsibilities or any other obligations under the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections pursuant to G.C. 2002, whether or not previous inspections or tests were conducted by the inspector or a City representative.
- .2 The Building Inspection Division will perform building code compliance inspections for structures designed for human occupancy. It is the General Contractor's responsibility to schedule and obtain these inspections. If a code compliance inspection results in identification of a condition which will be at variance to the Contract Documents, the General Contractor shall immediately notify the Project Manager and confirm such notification with formal correspondence no later than forty-eight (48) hours after the occurrence.
- .3 When any unit of government or political subdivision, utility or railroad corporation is to pay a portion of the cost of the Work, its respective representatives shall have the right to inspect the Work. This inspection shall not

make any unit of government or political subdivision, utility or railroad corporation a party to the Contract, and shall not interfere with the rights of either party.

#### 14. DISPOSAL OF NON-HAZARDOUS WASTE AT DADS

In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., bidders will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site ("DADS") for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the bidder shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Bidders shall not use Gun Club Road between 1-70 and Mississippi Avenue as a means of access to DADS.

# 15. PROHIBITION ON USE OF CCA-TREATED WOOD PRODUCTS

The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

# 16. WAIVER OF: PART 8 OF ARTICLE 20 OF TITLE 13, COLORADO REVISED STATUTES.

The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Construction Contract.

## 17. DEBARRED SUBCONTRACTORS PROHIBITED

The Contractor is prohibited from hiring any subcontractor currently debarred by the City in accordance with section 20-77 of the Denver Revised Municipal Code.

#### 18. ATTORNEY'S FEES

Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project, the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, the Contractor agrees to pay to the City its costs and a reasonable attorney's fee which cost shall be included as a Cost of the Work.

Because the City Attorney Staff does not bill the City for legal services on an hourly basis, the Contractor agrees a reasonable fee shall be computed at the rate of one hundred dollars per hour of City Attorney time.

# CITY AND COUNTY OF DENVER

# DEPARTMENT OF PUBLIC WORKS

«Division»

## PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

| ·   |
|---|
| a corporation organized and existing under and by virtue of the laws of the State of hereafter referred to as the "Contractor", and   |
| a corporation organized and existing under and by virtue of the laws of the State of  |
| hereafter referred to as the "Contractor", and  |
| Dollars (S), lawfu  |
| money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and ou heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;   |
| THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:   |
| WHEREAS, the above bounden Contractor has on the day of, 200, entered into a writter contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of CONTRACT NO. «Contract_No. «Project_Name», Denver. Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;  |
| NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;   |
| PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents then this obligation shall be null and void; otherwise it shall remain in full force and effect; |
| PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect;   |
| PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;  |

obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans. IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 20\_\_. Contractor Attest: President Secretary Surety Attorney-In-Fact (Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond). APPROVED AS TO FORM: APPROVED FOR THE CITY AND COUNTY OF DAVID FINE DENVER Attorney for the City and County of Denver By: **Assistant City Attorney** John W. Hickenlooper MAYOR By: Guillermo V. Vidal

MANAGER OF PUBLIC WORKS

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its



JOHN W. HICKENLOOPER Mayor

# CITY AND COUNTY OF DENVER

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION Capital Project Management 201 W Colfax Avenue, Dept 506 Denver, CO, 80202 Phone: (720) 913-4501 Fax: (720) 913-4543

PERFORMANCE AND PAYMENT BOND SURETY AUTHORIZATION (SAMPLE)

http://www.denvergov.org

FAX NUMBER:

TELEPHONE NUMBER:

720-913-3183 720-913-3267

Mr. Tim Carrier Assistant City Attorney 201 W. Colfax Ave. Dept 1207 Denver, Colorado 80202

RE:

(Company name)

Agreement No:

«Agreement\_No»

Project Name:

«Project Name»

Agreement Amount:

Performance and Payment Bond No.:

Dear Mr. Carrier

| Dear Wit. Carrier,   |                                       |
|--|---------------------------------------|
| The Performance and Payment Bonds covering the above captioned project were executed by this   | agency, through insurance company, on |
| , 20   |                                       |
| We hereby authorize the City and County of Denver, Department of Public Works, to date all bonc coincide with the date of the Agreement.   | is and powers of attorney to          |
| If you should have any additional questions or concerns, please don't hesitate to give me a call at  |                                       |
| manus you had be also promoting to the state of the state |                                       |
| Thank you.   |                                       |
| Sincerely,   |                                       |



Mayor

# CITY AND COUNTY OF DENVER

#### DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION
Capital Project Management

201 W. Colfax Avenue, Dept. 506 Denver, CO 80202

Phone: (720) 913-4501 Fax: (720) 913-4543

http://www.denvergov.org

Current Date

NOTICE TO PROCEED (SAMPLE)

Name Company Street City/State/Zip

## AGREEMENT NO. «Agreement No», «Project Name»

| In accordance with General Contract Condition 302 of the Standard Specifications for Construction. General Contract Conditions, 1999 Edition, you are hereby authorized and directed to proceed on with the work of constructing Agreement number «Agreement No», as set forth in detail in the Agreement documents for the City and County of Denver.  |
|---|
| The project must be complete on or before   |
| If you have not already done so, you must submit your construction schedule, in accordance with General Contract Condition 306.2.B, to the Project Manager within 10 days. Additionally, you must submit your tax exempt certificate, and copies of your subcontractors' certificates, in accordance with General Contract Condition 322.5, to the Project Manager as soon as possible. Failure to submit these certificates will delay processing of payment applications. |
| Sincerely,  |
| Lesley B. Thomas City Engineer  |

LBT:JLW:tlb

Larry Grauberger, P.E. Assistant Director-Projects

cc:



CITY AND COUNTY OF DENVER

«Issue\_Date»

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION Capital Project Management

# CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS

«Division»

# FINAL RECEIPT (SAMPLE)

| Denver, Colorado, 20   | *                                       |                          |                 |             |           |
|--|---|--------------------------|-----------------|-------------|-----------|
| Received this date of the City and                                   | County of Denver, as fu                 | II and final payment     | of the cost of  | the impro   | ovements  |
| provided for in the foregoing Agreen                                 | nent,                                   | dolla                    | ars and         |             | _ cents   |
| (\$), in cash, being t   | he remainder of the full                | amount accruing to       | the undersigne  | ed by virtu | e of said |
| Agreement; said cash also covering a                                 | and including full paymen               | nt for the cost of all e | extra work and  | material    | furnished |
| by the undersigned in the construc                                   | tion of said improvemen                 | nts, and all incidenta   | als thereto, an | nd the unc  | lersigned |
| hereby releases said City and County                                 | of Denver from any and                  | all claims or deman      | ds whatsoever   | , regardles | s of how  |
| denominated, growing out of said Ag                                  | greement.                               |                          |                 |             |           |
| And these presents are to certify improvements under the foregoing A | , |                          | or furnishing   | materials   | for said  |
| CONTRACTOR   |   |                          |                 |             |           |
| By:  |   |                          |                 |             |           |
| Title:   |   |                          |                 |             |           |
| 3  |   |                          |                 |             |           |

# INTERSECTION DETAILS - E. 6<sup>TH</sup> AVE AT LINCOLN ST. E/B

- ☐ POLICE DISTRICT 6
- ☐ CITY COUNCIL DISTRICT 7

CAO: 11-01-07

SERVICES INCLUDE:

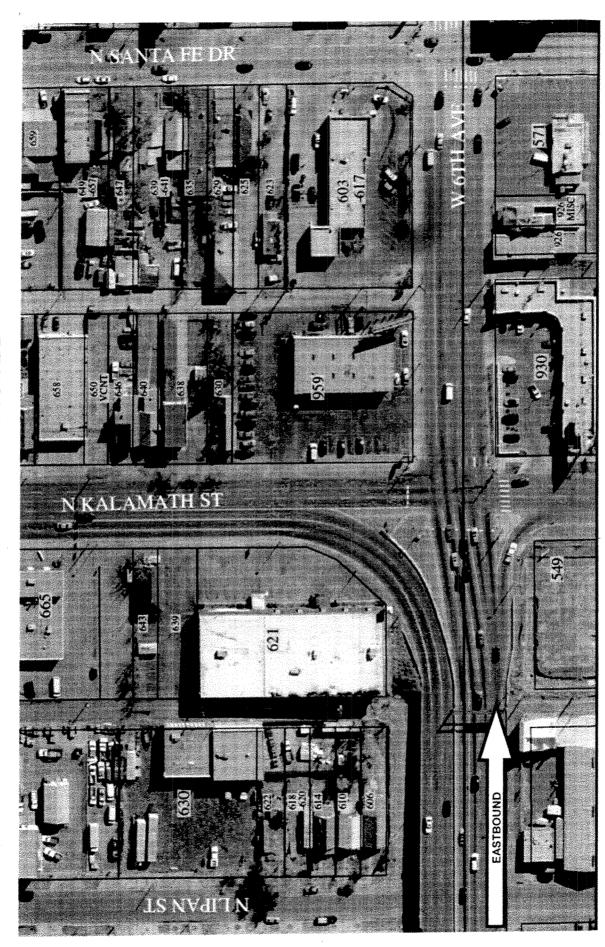
INTERSECTION DETAILS - E. 6<sup>TH</sup> AVE AT LINCOLN ST. E/B (CONTINUED)

EQUIPMENT

**5 LANES** 

AA

# EXHIBIT A ATTACHMENT 2

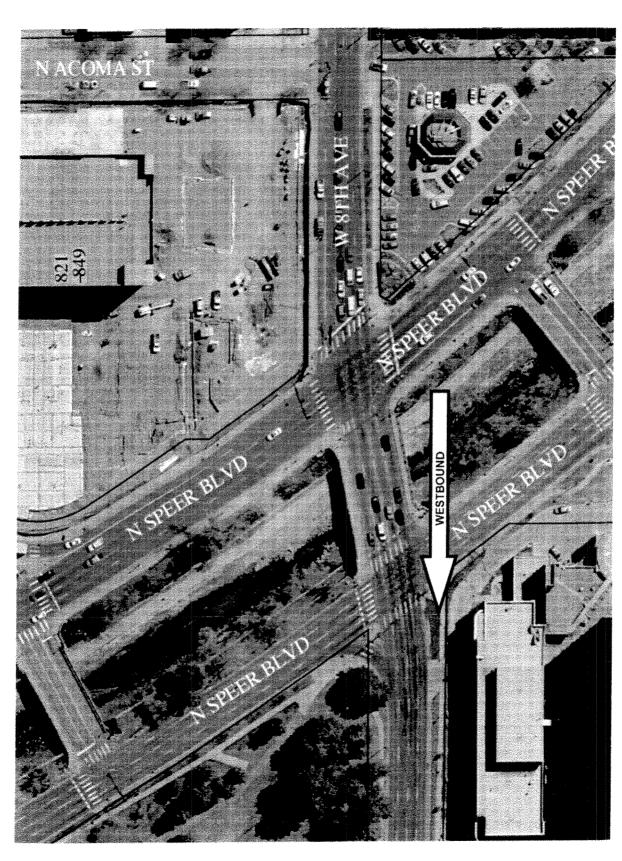


W. 6TH AVE AT KALAMATH ST. E/B

☐ POLICE DISTRICT 6

| CITY COUNCIL DISTRICT 9  |
|--|
| ☐ MONITORED APPROACH (ENFORCEMENT TRAFFIC FLOW DIRECTION) – EASTBOUND (E/B)  |
| ☐ 5 LANES  ► 5 STRAIGHT THROUGH LANES (ALL MONITORED)  |
| EQUIPMENT:   |
| ☐ STILL CAMERA 12 MEGAPIXEL OR BETTER (11 IF INDUSTRIAL GRADE) ON NE or SE OF INTERSECTION – MOUNTED ON VENDOR PROVIDED POLE   |
| ☐ VIDEO CAMERA MINIMUM 30 FPS OR BETTER ON NW OR SW OF INTERSECTION - MOUNTED ON VENDOR PROVIDED POLE  |
| <ul> <li>□ VENDOR PROVIDED ENCLOSURE FOR COMPUTER SYSTEM WITH ROUTER; NETWORK CABLING and POWER CONNECTIONS</li> <li>▷ COMPUTER SYSTEM MUST MEET MINIMUM REQUIREMENTS NECESSARY TO:         <ul> <li>STORE VIOLATIONS ON SITE FOR 5 DAYS MINIMUM</li> <li>STORE VIOLATIONS ON SITE FOR 5 DAYS MINIMUM</li> <li>TRANSMIT VIOLATION DATA TO SERVER FOR PROCESSING VIA A BROADBAND INTERNET CONNECTION WITH MINIMUM 2 Mbps in both directions</li> <li>VENDOR RESPONSBILE FOR COST OF BROADBAND SERVICE TO AND FROM SITE</li> <li>POWER COSTS - TBD</li> </ul> </li> </ul>  |
| ☐ IN GROUND LOOPS OR OTHER DETECTION DEVICES ON OR FOR FIVE LANES OF ENFORCEMENT TRAFFIC FLOW  |
| ☐ RADAR OR LIDAR SPEED DETECTION FOR TIME OVER DISTANCE CALCULATIONS IF NECESSARY  |
| SERVICES INCLUDE:  |
| <ul> <li>CAPTURING OF VIOLATIONS</li> <li>STORAGE OF VIOLATIONS ON SITE</li> <li>STORAGE OF VIOLATIONS ON SITE</li> <li>TRANSMISSION OF VIOLATIONS FROM SITE TO SERVER FOR PROCESSING</li> <li>PROCESSING OF VIOLATIONS AFTER TRANSMISSION TO BACK END SERVERS</li> <li>ACCESS TO CAMERAS AT THE LOCATION FOR DPD MONITORING AT TRAFFIC OPERATIONS BUREAU VIA VENDOR PROVIDED MONTIORING AND TIE IN TO TRAFFIC OPERATIONS SYSTEM FOR VIEWING OF INTERSECTIONS THROUGHOUT THE CITY AND COUNTY OF DENVER AND TIE IN TO TRAFFIC OPERATIONS SYSTEM FOR VIEWING OF INTERSECTIONS IN ADDITION TO ABILITY OF SYSTEM IN PHOTO</li> </ul> |

ENFORCEMENT UNIT OFFICE TO MONITOR INTERSECTIONS IN REAL TIME

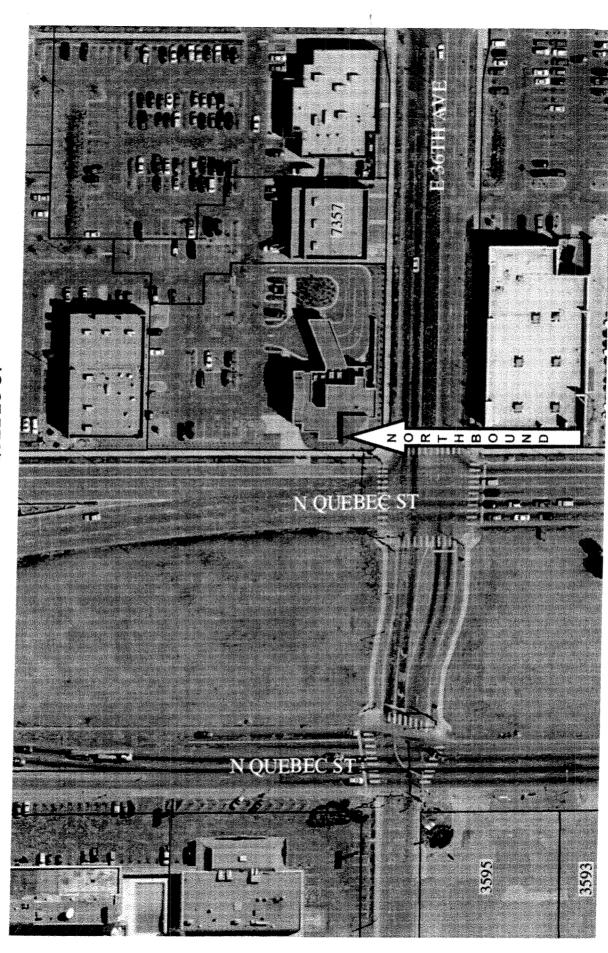


W. 8<sup>TH</sup> AVE AT SPEER W/B

EXHIBITAATTACHMENTI

SYSTEM WILL INCLUDE STATIC MONITOR TIED IN TO SYSTEM IN ROLL CALL ROOM IN ADDITION TO ABILITY OF SYSTEM IN PHOTO

ENFORCEMENT UNIT OFFICE TO MONITOR INTERSECTIONS IN REAL TIME



E. 36th AVE. AT QUEBEC ST

EXHIBIT A ATTACHMENT 4

SYSTEM WILL INCLUDE STATIC MONITOR TIED IN TO SYSTEM IN ROLL CALL ROOM IN ADDITION TO ABILITY OF SYSTEM IN PHOTO ENFORCEMENT UNIT OFFICE TO MONITOR INTERSECTIONS IN REAL TIME

Page 2 of 2

# **EXHIBIT C**

# CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC WORKS

## PERFORMANCE AND PAYMENT BOND

), lawful mo

| KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned   |
|--|
| a corporation organized and existing under and by virtue of the laws of the State of hereafter referred to as the "Contractor", and  |
| hereafter referred to as the "Contractor", and   |
| Dollars (S   |
| THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:  |
| WHEREAS, the above bounden Contractor has on theday of, 200, entered into a written contract with the aforesaid City for furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the construction of CONTRACT NO. «Contract_No» «Project_Name», Denver, Colorado, and has bound itself to complete the project within the time or times specified or pay liquidated damages, all as designated, defined and described in the said Contract and Conditions thereof, and in accordance with the Plans and Technical Specifications therefore, a copy of said Contract being made a part hereof;  |
| NOW, THEREFORE, if the said Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every Covenant, Condition and part of said Contract, and the Conditions, Technical Specifications, Plans, and other Contract Documents thereto attached, or by reference made a part thereof and any alterations in and additions thereto, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;  |
| PROVIDED FURTHER, that if the said Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of said Contract, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said Contractor, its agents, or employees with relation to said work; and shall fully reimburse and repay to the City all costs, damages, and expenses which it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Contract Documents, then this obligation shall be null and void; otherwise it shall remain in full force and effect; |
| PROVIDED FURTHER, that if said Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of work provided for in the above Contract and that if the Contractor will indemnify and save harmless the City for the extent of any and all payments in connection with the carrying out of such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect:  |
| PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, grease, coal, or any other supplies or materials used or consumed by said Contractor or its subcontractors in performance of the work contracted  |

to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as

provided by law;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to contracts with others in connection with this project, or the work to be performed thereunder, or the Technical Specifications and Plans accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or contracts, or to the work, or to the Technical Specifications and Plans.

| IN WITNESS WHEREOF, said Contractor and s  day of   | aid Surety have executed these presents as of this |
|---|--|
|   | 1 · · · · · · · · · · · · · · · · · · ·            |
| Attest:   | Contractor   |
|   | By:President                                       |
| 7.  | President  |
| Secretary   | Surety   |
|   | Res  |
|   | By:Attorney-In-Fact                                |
| Accompany this bond with Attorney-in-Fact's nelude the date of the bond).  APPROVED AS TO FORM: DAVID FINE Attorney for the City and County of Denver | APPROVED FOR THE CITY AND COUNTY O                 |
| Assistant City Attorney   | By:  John W. Hickenlooper  MAYOR                   |
| -   | Ву:  |
|   | Guillermo V, Vidal MANAGER OF PUBLIC WORKS         |



# CITY AND COUNTY OF DENVER

DEPARTMENT OF PUBLIC WORKS

JOHN W. HICKENLOOPER PERFORMANCE AND PAYMENT BOND
Mayor SURETY AUTHORIZATION
(SAMPLE)

ENGINEERING DIVISION Capital Project Management 201 W. Colfax Avenue, Dept. 506 Denver, CO. 80262 Phone: (720) 913-4501 Fax. (720) 913-4543 http://www.denvergov.org

FAX NUMBER: TELEPHONE NUMBER:

720-913-3183 720-913-3267

Mr. Tim Carrier Assistant City Attorney 201 W. Colfax Ave. Dept 1207 Denver, Colorado 80202

RE: (Company name)

Agreement No:

«Agreement\_No» «Project\_Name»

Project Name: Agreement Amount:

Performance and Payment Bond No.:

Dear Mr. Carrier,

| The Performance and Payment Bonds covering through   | the above captioned project were executed by this agend                |
|--|--|
| insurance company, on  | 20   |
| We hereby authorize the City and County of Der powers of attorney to coincide with the date of the | nver, Department of Public Works, to date all bonds and the Agreement. |
| If you should have any additional questions or co  | oncerns, please don't hesitate to give me a call at                    |
| Thank you.   |  |
| Sincerely,   |  |



John W. Hickenlooper Mayor

#### **Career Service Authority**

Denver's Human Resources Agency 201 West Colfax, Department 412 Denver, CO 80202 Phone: (720) 913-5686 Fax: (720) 913-5720

E-mail: hrservice@ci.denver.co.us www.denvergov.org/CSA

"Service really is our middle name"

TO:

All Users of the City of Denver Prevailing Wage Schedules

FROM:

Hameed Pousti, Compensation Analyst

. 1

DATE:

Friday October 12, 2007

SUBJECT:

Latest Change to Prevailing Wage Schedules

Please be advised, the Career Service Authority Board in their meeting held on November 3, 2005, approved to use the last comprehensive prevailing wage schedule for Heavy and Highway projects, which was published on March 1, 2002, to fill in for missing rates from subsequent Heavy and Highway wage schedules. The missing rates will be provided as supplemental to the Davis Bacon Heavy and Highway rates issued by CSA.

With regards to the Building rates, the last comprehensive prevailing wage schedule for Building projects which was published on November 9, 2001 will continue to be used to fill in for missing rates from subsequent Building Construction schedules. The missing rates will be provided as supplemental to the Davis-Bacon Building rates issued by CSA.

The attached Prevailing Wage Schedule was published by the feds on Friday August 3, 2007. The effective date, **Friday October 12, 2007**, and applies to the City and County of Denver for *HIGHWAY CONSTRUCTION PROJECTS* in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO070014 Superseded General Decision No. CO20030014

> Modification No. 5 Publication Date: 10-05-07 (11 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to, and individually registered in, a bona fide apprenticeship program registered with the U.S. Department. Of Labor (DOL). The employer and the individual apprentice must be registered in a program, which has received prior approval, by the DOL. Any employer, who employs an apprentice and is found to be in violation of this provision, shall be required to pay said apprentice the full journeyman scale.

Questions call (720) 913-5714

Attachments as listed above.

General Decision Number: C0070014 10/05/2007 c014

Superseded General Decision Number: CO20030814

State: Colorado

Construction Type: Highway

Counties: Adams, Arapahoe, Boulder, **Denver**, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

#### HIGHWAY CONSTRUCTION PROJECTS

| Modification | Number | Publication | Date |
|--------------|--------|-------------|------|
| 0            |        | 02/09/2007  |      |
| 1            |        | 04/06/2007  |      |
| 2            |        | 06/01/2007  |      |
| 3            |        | 08/03/2007  |      |
| 4            |        | 09/07/2007  |      |
| 5            |        | 10/05/2007  |      |

ELEC0012-005 04/01/2007

## PUEBLO COUNTY

|                                 | Rates | Fringes     |
|---------------------------------|-------|-------------|
| ELECTRICIAN (Excluding          |       |             |
| traffic signal installation)    |       |             |
| Electrical work where the       |       |             |
| total cost is \$150,000 or      |       |             |
| less\$                          | 22.14 | 3%+8.85     |
| Electrical work where the       |       |             |
| total cost is over \$150,000.\$ | 26.29 | 38+8.85     |
| TRAFFIC SIGNALIZATION:          |       |             |
| Traffic Signal Installation     |       |             |
| Zone 1\$                        | 23.83 | 13.75%+4.75 |
| Zone 2\$                        | 26.83 | 13.75%+4.75 |

## TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou

Denver - Ellsworth Avenue & Broadway

Ft. Collins - Prospect & College

Grand Junction - 12th & North Avenue

Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ELEC0068-012 03/01/2007

ADAMS, ARAPAHOE, BOULDER, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES

Rates

Fringes

ELECTRICIAN (Excluding

traffic signal installation)....\$ 28.91 10.33

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou

Denver - Ellsworth Avenue & Broadway

Ft. Collins - Prospect & College

Grand Junction - 12th & North Avenue

Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ELEC0113-005 06/01/2007

EL PASO COUNTY

|                               | Rates         | Fringes     |
|-------------------------------|---------------|-------------|
| ELECTRICIAN                   | \$ 26.80      | 3%+12.00    |
| Traffic Signal Installation   |               |             |
| Zone 1                        | \$ 23.83      | 13.75%+4.75 |
| Zone 2                        | \$ 26.83      | 13.75%+4.75 |
| TRAFFIC SIGNAL INSTALLER ZON: | E DEFINITIONS |             |

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou

Denver - Ellsworth Avenue & Broadway

Ft. Collins - Prospect & College

Grand Junction - 12th & North Avenue

Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

ELEC0969-005 06/01/2007

MESA COUNTY

| I                              | Rates | Fringes |
|--------------------------------|-------|---------|
| ELECTRICIAN (Excluding         |       |         |
| traffic signal installation)\$ | 20.31 | 8.56    |
| TRAFFIC SIGNALIZATION:         |       |         |

# TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

Colorado Springs - Nevada & Bijou Denver - Ellsworth Avenue & Broadway Ft. Collins - Prospect & College Grand Junction - 12th & North Avenue Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

<sup>\*</sup> ENGI0009-002 05/01/2007

|                             | Rates                   | Fringes           |
|-----------------------------|-------------------------|-------------------|
| Power equipment operators:  |                         |                   |
| Asphalt Screed              | \$ 21.67                | 8.22              |
| Bituminous or Asphalt       | s s of feaths and       | he to the time    |
| Spreader/Laydown Machine    | . \$ 21.67              | 8.22              |
| Bulldozer                   |                         | 8.22              |
| Crane: 50 tons and under.   |                         | 8.22              |
| Crane: 51 to 90 tons        |                         | 8.22              |
| Crane: 91 to 140 tons       |                         | 8.22              |
| Crane: 141 tons and over    |                         | 8.22              |
| Drill Operator: William     | ** ***                  | Tell M. Anna Nort |
| MF/Watson 2500 only         | .\$ 21.97               | 9.22              |
| Grader/Blade: Finish        |                         | 8.22              |
| Grader/Blade: Rough         |                         | 8.22              |
| Loader: Barber Green, etc.  | . 4                     | Tel 4 dies fün    |
| & Up to and including 6     |                         |                   |
| cubic yards                 | ¢ 21 67                 | 8.22              |
| Loader: Mechanic/Welder     | ** *****                | 9.22              |
| (heavy duty)                | .S 21.97                | 8,22              |
| Loader: Over 6 cubic yards. |                         | 8,22              |
| Mechanic and/or Welder      | and the annual sections | Type of Army Mond |
| (Includes heavy duty &      |                         |                   |
| combination mechanic and    |                         |                   |
| welder):                    | .\$ 21.82               | 8,22              |
| Oiler                       |                         | 8.22              |
| Power Broom: 70 HP and over |                         | 8.22              |
| Power Broom: Under 70 HP    |                         | 8.22              |
| Roller (excluding dirt &    |                         | 0.44              |
| soil compaction): Self-     |                         |                   |
| propelled, all types over   |                         |                   |
| 5 tons                      | .\$ 21.67               | 8.22              |
| Roller (excluding dirt &    | ** ******               | No. 4 diese dans  |
| soil compaction): Self-     |                         |                   |
| propelled, rubber tires     |                         |                   |
| under 5 tons                | .\$ 21.32               | 8.22              |
| Scraper: Single bowl        | FT Berick FINE See      | W & Santa         |
| including pups 40 cubic     |                         |                   |
| yards and tandem bowls and  |                         |                   |
| over                        | .\$ 21.97               | 8.22              |
|                             |                         | W * W 600         |

| Scraper: Single bowl under 40 cubic yards   | 8.22<br>8.22  |
|---|---|
| LAB00086-002 05/01/2003   |   |
| Rates   | Fringes   |
| Laborers: Asphalt Laborer/Raker, Common Laborer & Concrete Laborer/Mason Tender\$ 16.29 | 4.25  |
| SUC02001-003 12/20/2001   | tion with mind and the cold two two data and the cold two data and the cold two two two |
| Rates   | Fringes   |
| BRICKLAYER 15.55  | 2.85  |
| Carpenters: Form Work (Excluding Curbs  |   |
| & Gutters)\$ 16.54  | 3.90  |
| All Other Work \$ 16.61   | 3.88  |
| Concrete Finisher/Cement Mason\$ 16.05  | 3.00  |
| Ironworkers:  | •   |
| Bridge Rail (Excludes   |   |
| Guardrail)\$ 18.22  | 6.01  |
| Reinforcing\$ 16.69   | 5.45  |
| Laborers:   |   |
| Fence Erector (Includes   |   |
| fencing on bridges)\$ 13.02<br>Form Work (Curbs &                                       | 3.20  |
| Gutters only)\$ 11.85 Guardrail Erector   | 3.45  |
| (Excludes bridgerail)\$ 12.89 Landscape and Irrigation                                  | 3.20  |
| Laborer\$ 12.26   | 3.16  |
| Pipelayer\$ 13.55   | 2.41  |
| Striping Laborer (Pre-form layout and removal of  |   |
| pavement markings)\$ 12.62  | 3,21  |
| Traffic and Sign Laborer (Sets up barricades and  |   |
| cones, and installs   |   |
| permanent signs)\$ 12.43 Traffic Director/Flagger\$ 9.55                                | 3,22<br>3.05  |
| Painters:   |   |
| Brush\$ 16.94   | 2.10  |
| Spray\$ 16.99   | 2.87  |
| Power equipment operators:  |   |
| Backhoes\$ 16.54  | 4.24  |
| Bobcat/Skid Loader \$ 15.37   | 4.28  |

| Compactor - Dirt & Soil                             |  |
|---|--|
| Only\$ 16,70  | 3.30   |
| Concrete Pump Operator,\$ 16.52                     | 4.30   |
| Drill Operator: All except                          |  |
| William MF/ Watson 2500\$ 16.74                     | 2.66   |
| Forklift\$ 15.91                                    | 4.09   |
| Post Driver/Punch Machine\$ 16.07                   | 4.41   |
| Rotomill Operator\$ 16.22                           | 4.41   |
| Tractor 13.13                                       | 2.95   |
|   |  |
| TRAFFIC SIGNALIZATION:                              |  |
| Traffic Signal Installation                         |  |
| Groundman   |  |
| Class C\$ 11.44                                     | 3.25   |
|   |  |
| Truck drivers:                                      |  |
| Floats-Semi Truck\$ 14.86                           | 3.08   |
| Multipurpose Truck-                                 |  |
| Specialty & Hoisting\$ 14.35                        | 3.49   |
| Pickup Truck (Includes                              |  |
| Pilot and Sign/Barricade                            |  |
| Truck)\$ 13.93                                      | 3.68   |
| Single Axle Truck\$ 14.24                           | 3.77   |
| Truck Mechanic\$ 16.91                              | 3.01   |
| which their many many many many many many many many | or their later, later, their later, their later, la |

# \* TEAM0435-002 05/01/2000

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Truck drivers:             | ٠        |         |
| Distributor Truck          | \$ 15.80 | 5.27    |
| Dump Truck: To and         |          |         |
| including 6 cubic yards &  |          | •       |
| over 6 cubic yards to and  |          |         |
| including 14 cubic yards;  | ,        | ·       |
| Water Truck                | \$ 14.93 | 5.27    |
| Low Boy Truck              | \$ 17.25 | 5.27    |
| Over 14 cubic yards to and |          |         |
| including 29 cubic yards   | \$ 15.27 | 5,27    |
| Over 29 cubic yards to and |          |         |
| including 79 cubic yards   | \$ 15.80 | 5.27    |
| Over 79 cubic yards        | \$ 16.45 | 5.27    |

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

# WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

- U.S. Department of Labor
- 200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

# Career Service Authority

# Supplemental to the Davis Bacon HIGHWAY Construction Projects (Specific to the Denver Projects)

(Supp 14, Eff Date: 10-12-07)

(The following rates are from the Fed/Davis Bacon/HEAVY & HIGHWAY, Mod #0 Dated 03/01/2002 to fill in for missing rates from subsequent HIGHWAY Construction Schedules)

| CARP2834A 05/01/2001  |   |  |
|---|---|--|
| MILLWRIGHTS   | Rates<br>22.22  |  |
| The last field from the field and field and the field and | t depend these habiter patient colors, adopts about adopts make to the nation (make patient depand (adopts depand   | made, made state that their man before made their state that the cold              |
| ELEC0111A 09/01/2001  |   |  |
| LINE CONSTRUCTION:  | Rates   | Fringes  |
|   | 26.06   | 19.75%+2.20  |
| Lineman, Gas Fitter/Welder  | 26.56   | 19.75%+2.20  |
| Line Equipment Operator,  |   |  |
| Line Equipment Operator, Line Truck Crew  | 20,73   | 19.75%+2.20  |
| POWER EQUIPMENT OPERATORS: (TUNNELS ABOVE & BELOW GROUND, SH. GROUP 1 GROUP 2 GROUP 3 GROUP 4 GROUP 5 GROUP 6 GROUP 7   | AFTS, & RAISES)<br>20.67<br>21.02<br>21.12  | 5.17<br>5.17<br>5.17<br>5.17   |
| POWER EQUIPMENT OPERATOR CLASSIFIC  |   | ~  |
| GROUP 1 - Brakeman  | 2/11 10160  |  |
| DE CONTRACT   |   |  |
| GROUP 2 - Motorman  |   |  |
| GROUP 3 - Compressor  |   |  |
| GROUP 4 - Air Tractors; Grout Mach  | ine; Gunnite Mach   | ine; Jumbo Form  |
| GROUP 5 - Concrete Placement Pumps<br>End Loaders, Underground, S   | ; Mucking Machine<br>lusher; Mine Hois  | s and Front<br>Operator; Mechanic  |
| GROUP 6 - Mechanic Welder   |   |  |
| GROUP 7 - Mole  |   |  |
| ENGI0009B 04/23/2001  | the manus and which when they map maps made they, make they, make they made they be able to the the they was the the they was the their was the they was the the they was the they was the they was the | the classes where could want platfor under higher platfor stages. Alleges adaptive |

|       |           |            | Rates | Fringes |
|-------|-----------|------------|-------|---------|
| POWER | EQUIPMENT | OPERATORS: |       |         |
| GROUP | 1         |            | 18.52 | 5.17    |
| GROUP | 2         |            | 18.87 | 5.17    |
| GROUP | 3         |            | 19.22 | 5.17    |
| GROUP | 4         |            | 19.37 | 5.17    |
| GROUP | 5         |            | 19.52 | 5.17    |
| GROUP | 6         |            | 19.67 | 5.17    |
| GROUP | 7         |            | 20.43 | 5.17    |

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Air compressor, brakeman, drill operator -smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less

GROUP 2 - Conveyor, handling building materials, ditch witch and similar trenching machine, forklift, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier, self-propelled roller, rubber-tires under 5 tons.

GROUP 3 - asphalt plant, backfiller; cableway signalman; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, elevating graders, elevator operator, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, hydraulic backhoes; road stabilization machine, sandblasting Machine, single unit portable crusher, with or without washer, Tie tamper, wheel mounted, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, 5 cubic yards and under, concrete mixer over 1 Cubic yard, concrete pavers 34E or similar, grade Checker, hoist, 2 drums, mechanic, mixer mobile, Portable crusher, with or without washer; tractor with sideboom, roto-M ill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and Backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, motor grader blade-finish, hoist 3 drum or more.

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader.

| GROUP | 7   |      | tower | cranes | all | types. |
|-------|-----|------|-------|--------|-----|--------|
|       |     |      |       |        |     |        |
| TRONO | 10. | 4 tr | 08/01 | 1/2001 |     |        |

|  | Rates  | Fringes IRONWORKERS:  |
|--|--|---|
| STRUCTURAL, ORNAMENTAL   | 21.00  | 7.36  |
| LAB00086D 05/01/2001   | AND THE SAME SAME SAME SAME SAME SAME SAME SAM                                     |   |
| LABORERS: Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with | Rates  |   |
| toxic or hazardous waste   | 18.45  | 3.64  |
|  | we give wine tiper was own man man to the total field that the had made after that | , and and and are are an are and are are and an are are are |
| PLUM0003E 07/01/2001   | Rates  | Fringes   |
| PLUMBERS   | 25.67  | 5.99  |
| PLUM0208J 07/01/2001   |  |   |
| 1  | Rates  | Fringes   |
| PIPEFITTERS  | 25.77  | 5.89  |
| TEAM0435A 05/01/2000   | Rates  | Fringes   |
| TRUCK DRIVERS:   |  |   |
| GROUP 1 GROUP 2 GROUP 3 GROUP 4 GROUP 5 GROUP 6  | 14.21<br>14.93<br>15.27<br>15.80<br>16.45<br>17.25                                 | 5.27<br>5.27<br>5.27<br>5.27<br>5.27<br>5.27                |

## TRUCK DRIVER CLASSIFICATIONS

GROUP 1 Greasemen, Servicemen and Ambulance Drivers, Battery Men, Sweeper Truck, Shuttle Truck or Bus, Flat Rack Tandem Axle.

GROUP 2 Fork Lift Driver, Straddle Truck Driver, Lumber Carrier, Liquid and Bulk Tankers Single Axle, Combination, Euclid Electric or Similar, Specialty and Hoisting, Truck Drivers Fuel Truck, Grease Truck, Combination Fuel and Grease.

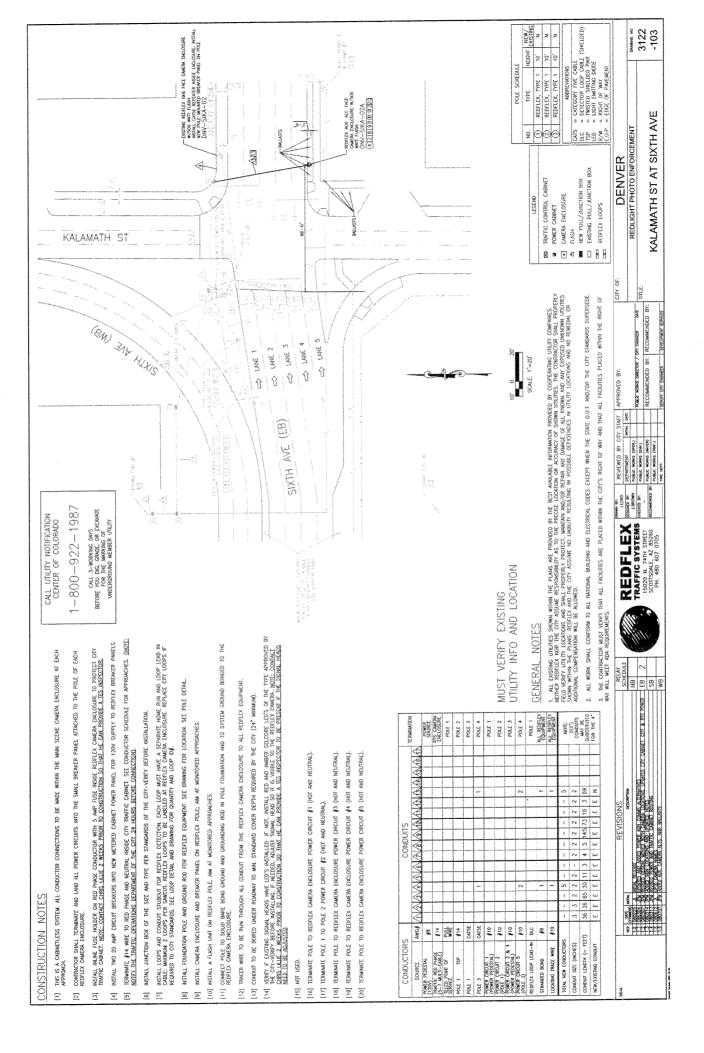
GROUP 3 Truck Driver Snow Plow, Truck Driver Dump or Type

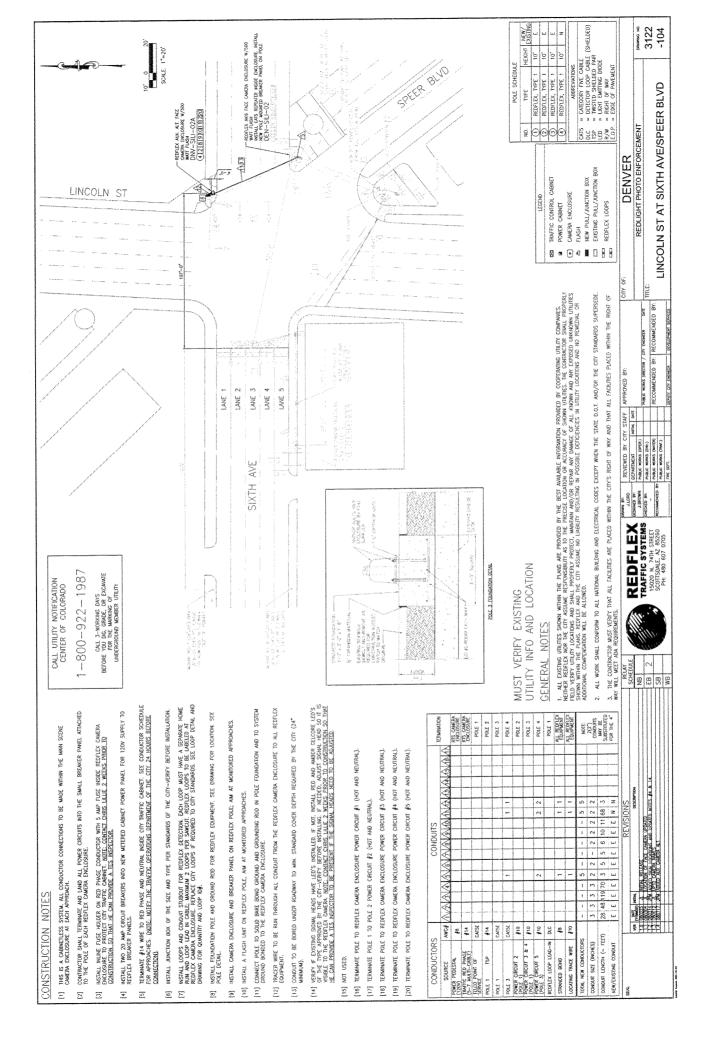
Jumbo and similar type equipment.

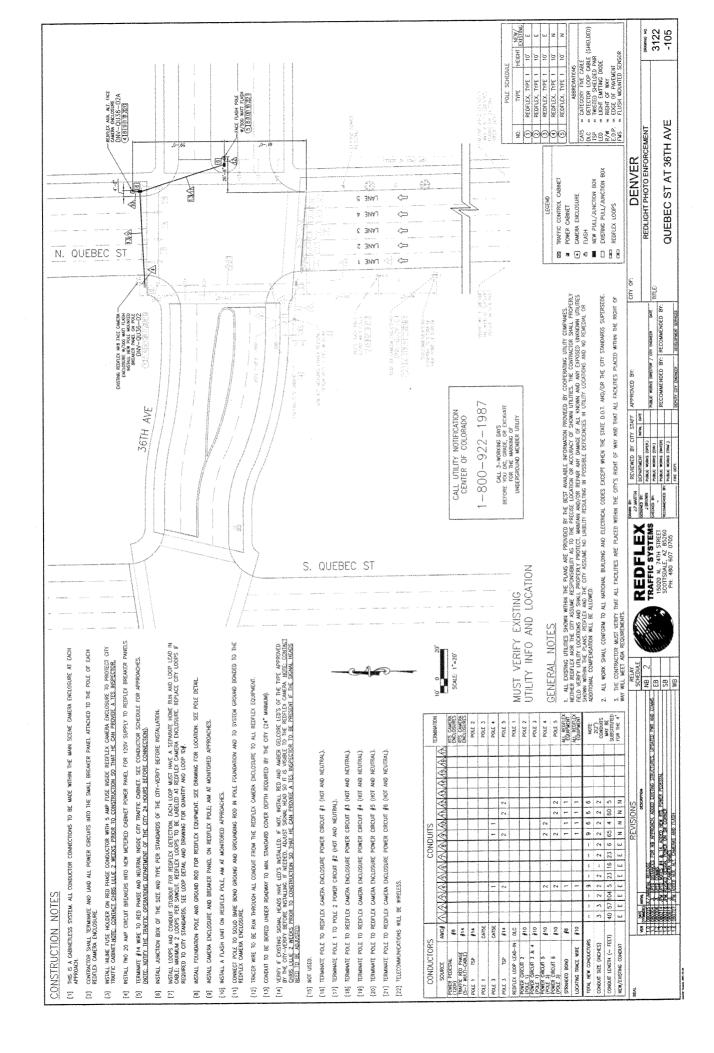
GROUP 4 Cement Mixer Agitator Truck over 10 cubic yards
to and including 15 cubic yards, Tire Man, Cab Operated Distributor Truck
Driver.

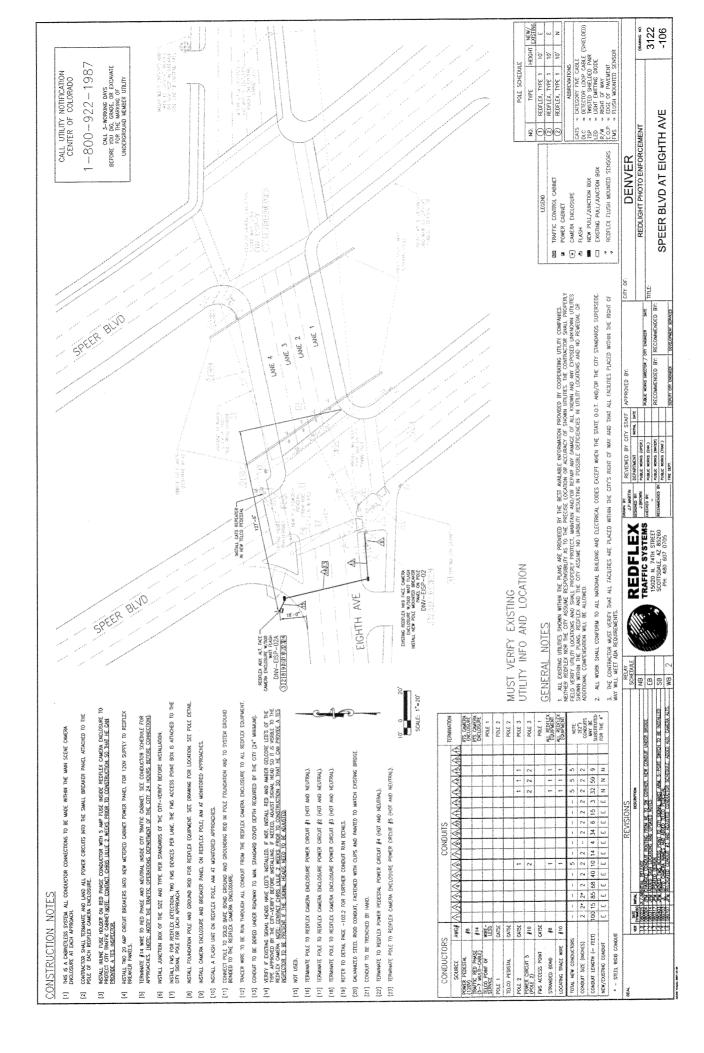
GROUP 5 Heavy Duty Diesel Mechanic, Body Man, Welders or Combination Men.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.









# Transportation Engineering Division of Public Works

City and County of Denver 720.865.2795

# **Revocable Street Occupancy Permit**

Permit #: 2008-R04661

Address: 3600 QUEBEC ST

Permit: Equipment Installation

Start: 05/19/2008

End: 06/13/2008

Contractor: W L CONTRACTORS

License No: 90815

Phone: (303) 422-7985

|                | CBD or CCN?: | No Arterial?: Yes                               | Police                        | Required:        | Flagmen Required:       |        |
|----------------|--------------|---|-------------------------------|------------------|-------------------------|--------|
| Location       |              | Location Description                            | Occupancy                     | Restrictions     | Type of Closure         | Length |
| 3600 QUEBEC ST |              | PH 1 - NB QUEBEC: E.35TH AVE TO<br>E. 36TH AVE  | From 05/19/2008 to 05/22/2008 | 8;30am to 3;30pm | Close 1st Traffic Lane, | 350    |
| 3600 QUEBEC ST |              | E. 36TH AVE: SB QUEBEC TO NB<br>QUEBEC          | From 05/19/2008 to 06/10/2008 | 8:30am to 3:30pm | Close Sidewalk,         | 200    |
| 3600 QUEBEC ST |              | PH 2A - NB QUEBEC: E.35TH AVE TO<br>E. 36TH AVE | From 05/23/2008 to 05/30/2008 | 8:30am to 3:30pm | Close 1st Traffic Lane, | 900    |
| 3600 QUEBEC ST |              | PH 2A - NB QUEBEC: E.35TH AVE TO<br>E. 36TH AVE | From 05/23/2008 to 05/30/2008 | 8:30am to 3:30pm | Close 2nd Traffic Lane, | 350    |
| 3600 QUEBEC ST |              | PH 2B - NB QUEBEC; E.35TH AVE TO<br>E. 36TH AVE | From 05/31/2008 to 06/04/2008 | 8:30am to 3:30pm | Close 1st Traffic Lane, | 900    |
| 3600 QUEBEC ST |              | PH 2B - NB QUEBEC: E.35TH AVE TO<br>E. 36TH AVE | From 05/31/2008 to 06/04/2008 | 8;30am to 3:30pm | Close 2nd Traffic Lane, | 350    |
| 3600 QUEBEC ST |              | PH 2C - NB QUEBEC: E.35TH AVE TO<br>E. 36TH AVE | From 06/05/2008 to 06/10/2008 | 8:30am to 3:30pm | Close 1st Traffic Lane, | 900    |
| 3600 QUEBEC ST | I            | PH 2C - NB QUEBEC: E.35TH AVE TO                | From 06/05/2008 to 06/10/2008 | 8;30am to 3;30pm | Close 2nd Traffic Lane, | 350    |
| 3600 QUEBEC ST |              | PH 3 - NB QUEBEC: E.35TH AVE TO<br>E.           | From 06/11/2008 to 06/13/2008 | 8:30am to 3:30pm | Close 1st Traffic Lane, | 350    |
|                |              |   |                               |                  |                         |        |

#### Conditions:

PHOTO REDLIGHT INSTALLATION PROGRAM AT QUEBEC AND 36TH

PROGRAM IS IN ASSOCIATION WITH THE DENVER POLICE DEPARTMENT, CITY ATTORNEYS OFFICE AND TRAFFIC ENGINEERING SERVICES DEPARTMENT.

STREET OCCUPANCY AND STREET CUT FEES ARE EXEMPT, THIS PROJECT IS FOR THE CITY AND COUNTY OF DENVER

CONTRACTOR TO RESOLVE ALL LOCAL ACCESS AND SAFETY ISSUES

SIGNS AND DEVICES PER THE MUTCD

WORK HOURS ARE ALLOWED DURING WEEK DAY OFF PEAK RUSH HOURS: 8:30AM - 3:30PM, AND WEEKENDS 7:00AM - 9:00 PM AS LONG AS THERE IS NO OTHER CONFILICTING STREET OCCUPANY PERMITS IN THE AREA OR SPECIAL EVENTS CLOSING CITY STREETS.

DATES FOR EACH TCP MAY BE CHANGED OR ADJUSTED BETWEEN THE DATES OF 5/19/08 TO 6/13/08 WITH VERBAL NOTIFICATION AND APPROVAL OF THE PROJECT ENGINEER (DAVE WEAVER)

ONLY ONE TCP SET-UP CAN BE DONE AT A TIME.

UTC REQUIRED FOR DURATION OF PROJECT WHEN MULTIPLE LANE CLOSURES ARE NEEDED

THE CENTER LANE CLOSURE SHOULD BE USED FOR THE MINIMUM AMOUNT OF TIME POSSIBLE DUE TO IMPACTS OF THIS CLOSURE

APPROVING PROJECT ENGINEER AND CITY CONTACT = DAVE WEAVER 720/865-3148

APPROVING ENGINEER:

ISSUED BY:

DATE:

Lomax, Mark

05/13/08

Responsible Party: GREG BOGNAR

Number: (303) 422-7985

Contractor Signature:

Date:

 Fee Type Amount
 Fund/Org/Revenue
 Pay Date
 Trans. # Void

 FEEX \$0.00
 01010-5032300-376630
 \$0.00
 TOTAL

 FEEX \$0.00
 01010-5032300-414700
 Previously Paid

 \$0.00
 Amount Due

A copy of this permit shall be placed on the driver's side dashboard of all vehicle/s which will occupy any portion of the length of the right-of-way authorized to be occupied by this permit.

This permit authorizes vehicles or equipment to occupy a street and/or alley for the purpose of providing service in said street or alley, or for the purpose of providing service of construction access to abutting property. This permit does not authorize an excavation within street or alley Right-Of-Way. The General Contractor on construction sites shall safeguard and protect all impovements, utilities, and traffic control equipment on the adjoining streets and alleys, and shall be responsible for repairing any items that are damaged by construction activities.

If any improvements, utilities, or traffic control equipment must be relocated for construction activities, the General Contractor shall notify the appropriate agency in sufficient time to allow for determination of design details and responsibility for relocation costs.

This Permit and Traffic Control Plan must be on site at all times.

Authority: Section 54-652 of the Denver Revised Municipal Code

Disputes regarding this Permit shall be resolved by administrative hearing pursuant to Denver R.M.C., Section 56-106. Failure to comply may result in the imposition of civil penalties up to \$10,000 per day pursuant to the Denver R.M.C., Section 56-107.

In the event any claim is made against the City & County of Denver, or any department, officer, or employee thereof, through, by reason of or in connection with any act or omission of permittee in relation to this Permit, permittee agrees to defend, indemnify, and hold the City & County of Denver and any department, officer, or employee, or each of them harmless from any claim.

Barricades, cones, signs are required in accordance with the "Manual on Uniform Traffic Control Devices" as revised by the Colorado supplement. Contact Public Works at 303-446-3759 for construction activities, and CPD Neighborhood Inspection Services at 720-865-3200 for necessary permits. This permit must be available at the job site at all times.

Contractor is responsible for resolving all local access issues.

Temporary storage of Traffic Control Devices in areas that are maintained by the Department of Parks & Recreation shall have prior written approval of the Department of Parks & Recreation before beginning any placement or work. Contractor must notify the Department of Parks & Recreation at 303-698-4902 to obtain all necessary permits & authorizations.

THIS IS A REVOCABLE PERMIT AND CAN BE REVOKED WITHOUT CAUSE

# **Transportation Engineering Division of Public Works**

City and County of Denver 720.865.2795

# **Street Cut Permit**

Permit #: 2008--X02097

| Address:                   | 3600 QUEBEC ST                               |  | Da  | te: 05/13  | /2008                       |                       |                 |
|----------------------------|--|--|---|--|-----------------------------|-----------------------|-----------------|
| Purpose:                   | Bore   |  | Utility Proj.                                   | #:   |                             |                       |                 |
|                            | W L CONTRACTORS                              |  |   | (/000)   | 100.7005                    |                       |                 |
| Contact Name:              | WINKLER TONI A                               |  | J   |  | 422-7985                    |                       |                 |
|                            | Police Require                               | sd:  | Flagmen Re                                      | quired:  |                             |                       |                 |
| Issued By:<br>Lomax, Mark  | <u>Date:</u><br>05/13/2008                   |  |   |  | The Follow<br>Conditions Mu | ing Additionst be Com | onal<br>opleted |
| Location                   | <u>SqFt</u>                                  | Street Cuts  |   | <u>Infrare</u>   | d Rotomill                  | Radium                | 48 hr Patchback |
| 3600 QUEBEC ST             | 200  | 100 X 2ft. Bore  |   |  |                             |                       |                 |
| 600 QUEBEC ST              | 0  |  |   |  |                             |                       | . 0             |
| 600 QUEBEC ST              | 0  |  |   |  | . 🗆                         |                       |                 |
| 600 QUEBEC ST              | 0  |  |   |  |                             |                       |                 |
| 600 QUEBEC ST              | 0  |  |   |  |                             |                       |                 |
| 600 QUEBEC ST              | 0  |  |   |  |                             |                       |                 |
| 600 QUEBEC ST              | 0  |  |   |  |                             |                       |                 |
| 600 QUEBEC ST              | 0  |  |   |  |                             |                       |                 |
|                            |  | To   | otal Sq. Ft. All Lo                             | cations:   | 200 \$                      | S.F.                  |                 |
|                            | Contrac                                      | tor Signature:   |   |  |                             |                       |                 |
|                            |  | Date:  | AAAAAA LAAA NII NII NII NII NII NII NII NII NII | and the second seco |                             |                       |                 |
|                            |  |  |   |  |                             |                       |                 |
| Fee Type Amour             |  | Pay Date   | Trans.# V                                       | oid<br>\$0.00  | TOTAL                       |                       |                 |
| FEEX \$0.00<br>FEEX \$0.00 | 01010-5032300-376630<br>01010-5032300-414700 | or out of the control | Parties and and a second                        | 30.00  | ennament properties         | usly Paid             |                 |
|                            |  |  |   | \$0.00   |                             |                       |                 |

PROGRAM IS IN ASSOCIATION WITH THE DENVER POLICE DEPARTMENT, CITY ATTORNEYS OFFICE AND TRAFFIC ENGINEERING SERVICES DEPARTMENT.

STREET OCCUPANCY AND STREET CUT FEES ARE EXEMPT, THIS PROJECT IS FOR THE CITY AND COUNTY OF DENVER

CONTRACTOR TO RESOLVE ALL LOCAL ACCESS AND SAFETY ISSUES

SIGNS AND DEVICES PER THE MUTCD

WORK HOURS ARE ALLOWED DURING WEEK DAY OFF PEAK RUSH HOURS: 8:30AM - 3:30PM, AND WEEKENDS 7:00AM - 9:00 PM AS LONG AS THERE IS NO OTHER CONFILICTING STREET OCCUPANY PERMITS IN THE AREA OR SPECIAL EVENTS CLOSING CITY STREETS.

ONLY ONE TCP SET-UP CAN BE DONE AT A TIME.

APPROVING ENGINEER AND CITY CONTACT = DAVE WEAVER 720/865-3148

In applying for this permit, the applicant verifies reading and understanding all the foregoing provisions, certifies person signing for the permit had authority to sign for and bond permittee and the permittee shall comply with all the provisions of this permit and chapter 49, article viii, and chapter 28, article iv of the revised municipal code of the City and County of Denver and all other city and state laws regulating such construction. Failure to comply will be just cause for cancellation of the permit or a summons being issued for non-compliance.

The permittee hereby agrees and does indemnify and save the City and county of Denver harmless from all claims or damages arising out of work performed under this permit.

A copy of this permit must be on the job at all times.

All work must commence 90 days from the date of permit issue or permit becomes null and void.

Contractor must notify Inspector 24 hours prior to excavation!

Notify: Michael Thalley

At: (303) 446-3682



| Application | #: |  |
|-------------|----|--|
|             |    |  |

#### City and County of Denver

Public Works Permit Operations 2000 West 3rd Avenue, Room 107 Denver, CO 80223-1027 Telephone, (303) 446-3759 www.denvergov.com/pwpermits

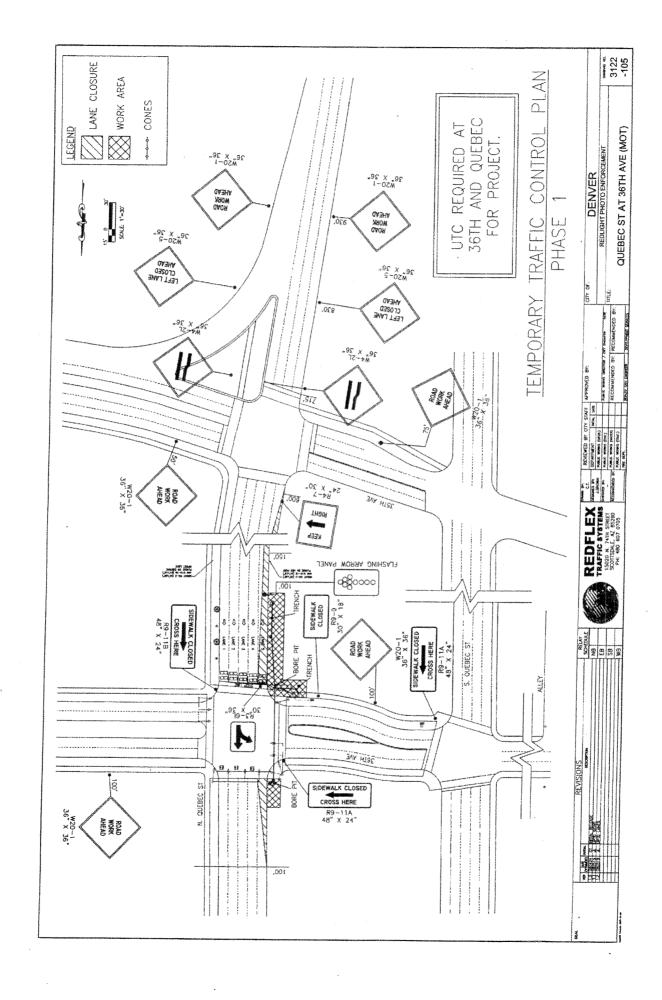
# **Street Occupancy Request Sheet**

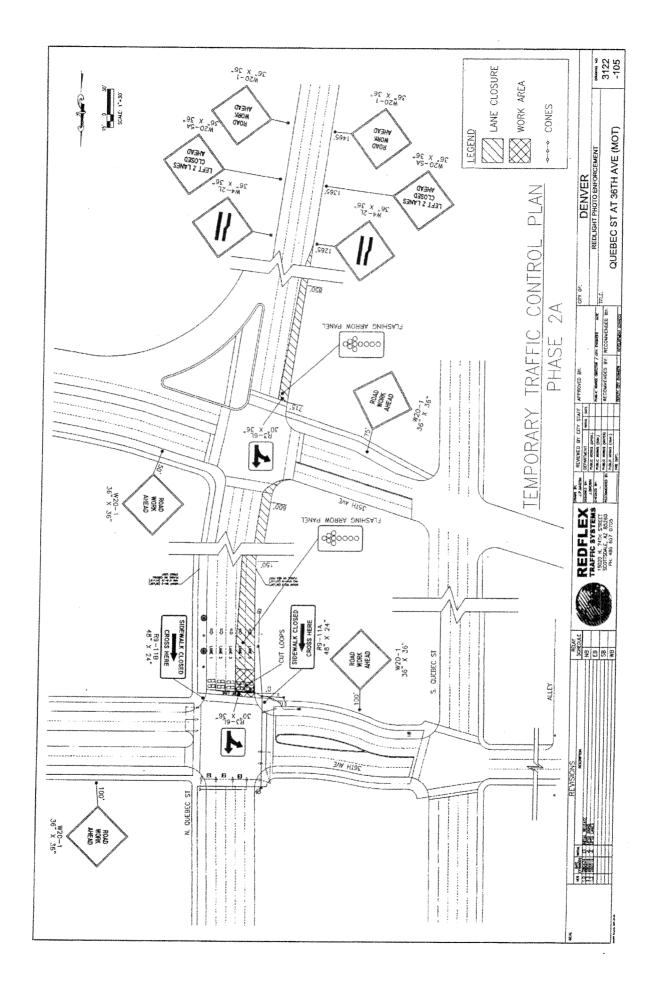
All Faxes received by Transportation Planning & Engineering/ROW permit desk must contain the following information, in the order described, to better accommodate your request for a Street Occupancy Permit. (If applicable, Street Cut Permit(s) will be issued only when the approved Street Occupancy Permit is picked up by the permittee, and not before). Submit one request form for each street occupancy location only! For multiple street cuts in a single area (one street block), use one request form only.

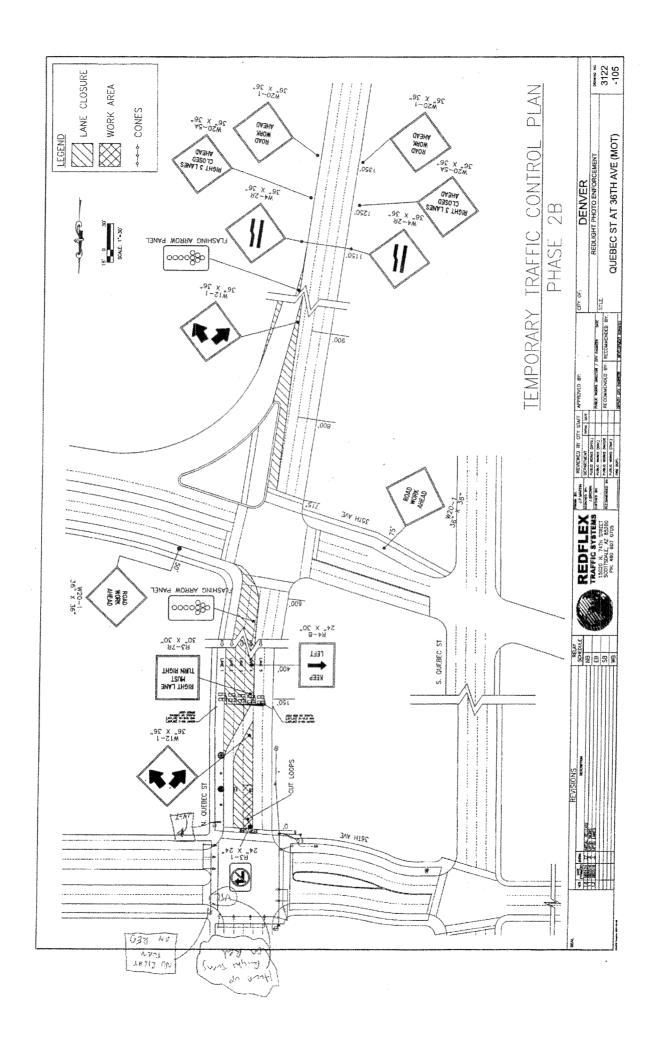
Note: <u>Minimum</u> Review Time For Occupancy Permits is 5 business days. Fax with TCP to: (303) 446-3442 Attn: Right-Of-Way Engineer

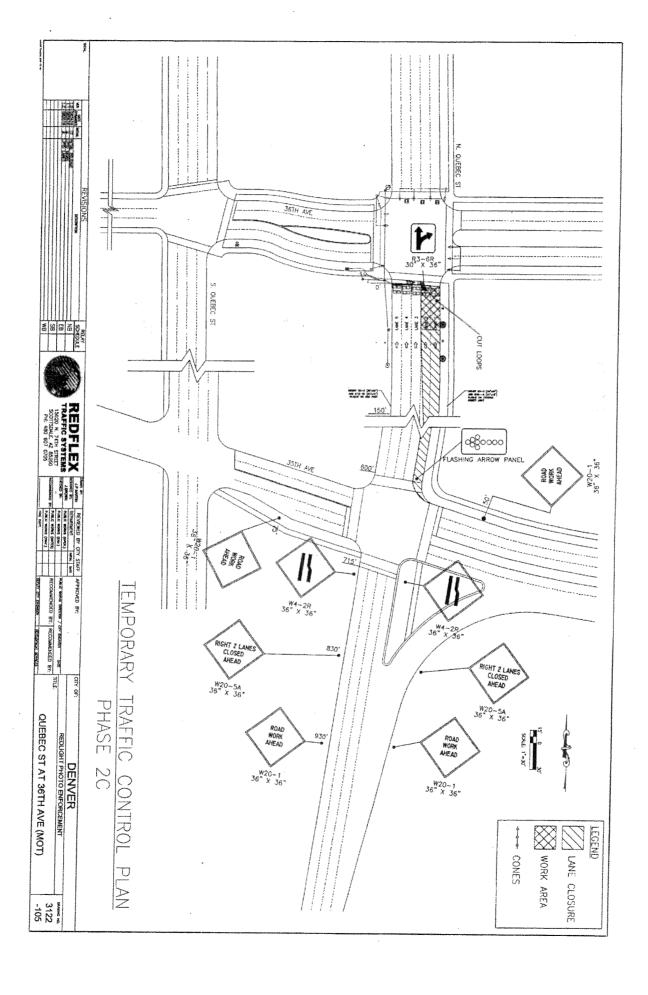
\*\*All Information is required and must be completed prior to submission of Request for Street Occupancy. \*\*
(Please Print All Information).

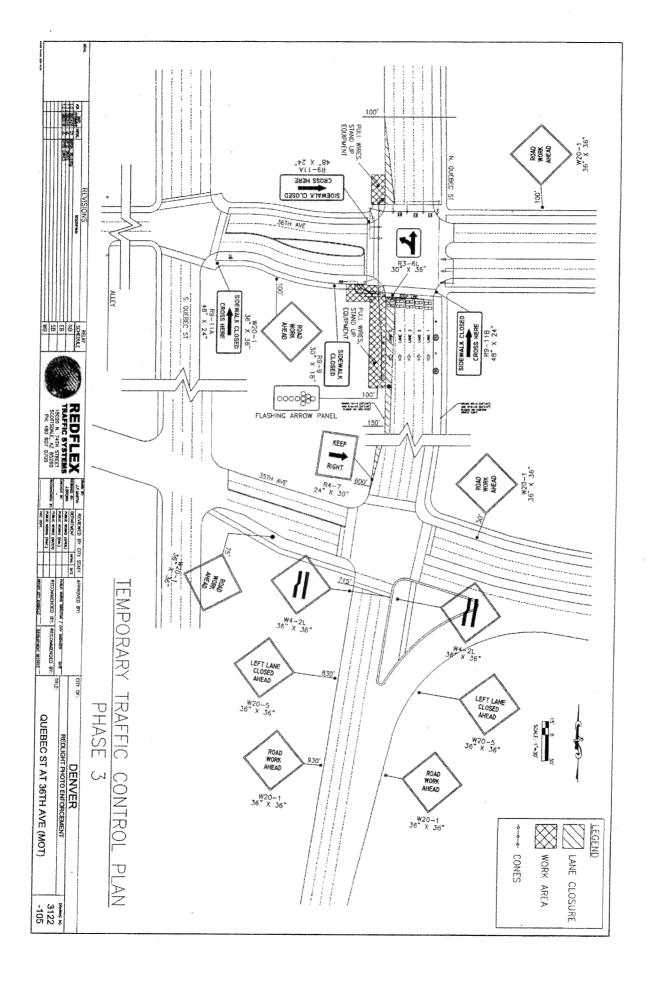
| Company Name:  | *****                | WL C   | ontractors    |             | Contract          | or License #:                | 9(           | 0815   |  |  |
|--|----------------------|--|---------------|-------------|-------------------|------------------------------|--------------|--|--|--|
| Company Address:   |                      |  | 59            | 20 Lamar S  | it. Arvada, C     | Arvada, CO 80003             |              |  |  |  |
| Contact's Name:  | ·                    | Greg   | Bognar        |             | Off Phon          | e:                           | (303) 422-79 | 85   |  |  |
| Contact's Email:   |                      | gbognar@   | teamwl.co     | m           | Cell Pho          | ne:                          |              | The second secon |  |  |
| Street Occupancy Loca  | tion:                |  |               | Qu          | <br>ebec Street @ | 36th Ave                     |              | Mark 1999 ( ) And Annual Control of Control  |  |  |
| Requested Street Occu  | pancy Dates:         | 5/19/08  | То            | 6/10/0      | 8 Requeste        | d Work Time:                 | 8:30 am      | to 4:30 pm   |  |  |
| Purpose:   |                      | ins  | talling Red L | ight, Borin | g, & Ped Fou      | ndation                      |              |  |  |  |
| City of Denver Project #   | -                    |  | City Agenc    | y & Contac  | t:                |                              |              | -  |  |  |
| Work Requested:<br>Note: Traffic control p'ans<br>required per MUTCD<br>Street / Alley Cut Size                      | ☐ Street             | ad Closure<br>/ Alley Cut  |               | ROW Co      | nstruction        | Alley Closure                | Sidew        |  |  |  |
| Parking Meters:  | (Meter #'s)          | (COO DO TO THE LOCATION OF THE |               |             |                   |                              | No.          |  |  |  |
| ☐ Yes ☐ No   | # of Meters          |  | x # of Days   | T           | x Price           |                              | =            | \$0,00   |  |  |
| Additional Comments:   | <del>.</del>         | ***************************************  |               | 1           | X 1 1100          |                              |              | 30,00  |  |  |
| **Any modification For City Use Only: Do not v  Assigned Dates: Allowed Work Times: Police Required: Status: Reason: | Start: File Approved | S   19   | 108<br>(AMPM  | То          | Finish:           | omittal .                    | NB108        | * ************************************   |  |  |
| Called:  |                      | D  | istrict:      |             |                   | Price:                       |              | \$50.00  |  |  |
|  | Distribute to In     | int  | 223 188 27    | N<br>N      | Distribute t      | o Permit Cou<br><b>E-m</b> f |              |  |  |  |
| DAVE UE  | ALEZ                 |  | elektrisen    | Da          | te                | American                     | Permit Nu    |  |  |  |
|  |                      |  |               |             |                   |                              | Z008-        | X 0209   |  |  |











# Transportation Engineering Division of Public Works

City and County of Denver 720.865.2795

## **Revocable Street Occupancy Permit**

Permit #: 2008-R05067

Address: 959 W 6TH AVE

Permit: Equipment Installation

Start: |05/23/2008

End: 06/16/2008

Contractor: W L CONTRACTORS

License No: 90815

Phone: (303) 422-7985

|               | CBD or CCN?: | No     | An                                | terial?: Ye  | es ·                         | Police Required: | Fl                         | agmen Required:                     |               |
|---------------|--------------|--------|-----------------------------------|--------------|------------------------------|------------------|----------------------------|-------------------------------------|---------------|
| Location      |              | Loc    | ation Description                 | <u>on</u>    | Occupancy                    | R                | estrictions                | Type of Closure                     | <u>Length</u> |
| 959 W 6TH AVE |              | MISC S | IDEWALK, MEDIAN<br>OF ROADWAY OCC | AND<br>UPANC | From 05/23/200<br>06/16/2008 | 8 to             | Weekends 7:00am to 10:00pm | Close Parking Lane, Close Sidewalk, | 100           |
| 959 W 6TH AVE |              | EB 6TH | I AVE AT KALAMATI                 | Н            | From 05/23/200<br>05/29/2008 | 98 to            | Weekends 7:00am to 10:00pm | Close 1st Traffic Lane,             | 1300          |
| 959 W 6TH AVE |              | EB 6TH | I AVE AT KALAMATI                 | Н            | From 05/23/200<br>05/29/2008 | 08 to            | Weekends 7:00am to 10:00pm | Close 2nd Traffic Lane,             | 750           |
| 959 W 6TH AVE |              | EB 6TH | I AVE AT KALAMATI                 | Н            | From 05/30/200<br>06/06/2008 | 98 to            | Weekends 7:00am to 10:00pm | Close 1st Traffic Lane,             | 1300          |
| 959 W 6TH AVE |              | EB 6TH | I AVE AT KALAMATI                 | Н            | From 05/30/200<br>06/06/2008 | 08 to            | Weekends 7:00am to 10:00pm | Close 2nd Traffic Lane.             | 500           |
| 959 W 6TH AVE |              | EB 6TH | HAVE AT KALAMATI                  | Н            | From 06/07/200<br>06/16/2008 | 98 to            | Weekends 7;00am to 10:00pm | Close 1st Traffic Lane,             | 1300          |
|               |              |        |                                   |              |                              |                  |                            |                                     |               |

#### Conditions:

PHOTO REDLIGHT PROGRAM AT EB 6TH AVE AND KALAMATH

PROGAM IS ASSOCIATION WITH THE DENVER POLICE DEPARTMENT, CITY ATTORNEYS OFFICE AND TRAFFIC ENGINEERING SERVICES DEPARTMENT

STREET OCCUPANCY AND STREET CUT PERMIT FEES ARE EXEMPT. THIS IS A CITY PROJECT

CONTRACTOR TO RESOLVE ALL LOCAL ACCESS AND SAFETY ISSUES

SIGNS AND DEVICES PER THE MUTCD

WORK DATES SHALL BE ON WEEKENDS ONLY. 7:00AM -4:00PM AS LONG AS THERE ARE NO OTHER CONFLICTING PROJECT IN THE AREA OR SPECIAL EVENTS.

DATES FOR EACH TCP MAY BE CHANGED OR ADJUSTED BETWEEN THE DATES OF 5/23/08 - 6/13/08 WITH VERBAL NOTIFICATION AND APPROVAL OF THE PROJECT ENGINEER (DAVE WEAVER)

ONLY ONE TCP SET-UP CAN BE DONE AT A TIME.

UTC REQUIRED PER CONTRACT AND TCP

PER TCP: MERGING TAPERS = 245' DISTANCE BETWEEN SIGNS = 250' ARROW BOARDS AT END OF TAPERS

APPROVING PROJECT ENGINEER AND CITY CONTACT = DAVE WEAVER 720/865-3148

| APPROVING ENGINEER:                                   | ISSUED BY:<br>Lomax, Mark                |          | <u>DATE</u><br>05/22/ | -                |        |                          |
|---|--|----------|-----------------------|------------------|--------|--------------------------|
| Responsible Party: GREG BOGNAR Number: (303) 422-7985 |  | Conf     | tractor Sign          | nature:<br>Date: |        |                          |
| Fee Type Amount FEEX \$0.00                           | Fund/Org/Revenue<br>01010-5032300-376630 | Pay Date | Trans.#               | Void             | \$0.00 | TOTAL<br>Previously Paid |

\$0.00

Amount Due

A copy of this permit shall be placed on the driver's side dashboard of all vehicle/s which will occupy any portion of the length of the right-of-way authorized to be occupied by this permit.

This permit authorizes vehicles or equipment to occupy a street and/or alley for the purpose of providing service in said street or alley, or for the purpose of providing service of construction access to abutting property. This permit does not authorize an excavation within street or alley Right-Of-Way. The General Contractor on construction sites shall safeguard and protect all impovements, utilities, and traffic control equipment on the adjoining streets and alleys, and shall be responsible for repairing any items that are damaged by construction activities.

If any improvements, utilities, or traffic control equipment must be relocated for construction activities, the General Contractor shall notify the appropriate agency in sufficient time to allow for determination of design details and responsibility for relocation costs.

This Permit and Traffic Control Plan must be on site at all times.

Authority: Section 54-652 of the Denver Revised Municipal Code

Disputes regarding this Permit shall be resolved by administrative hearing pursuant to Denver R.M.C., Section 56-106. Failure to comply may result in the imposition of civil penalties up to \$10,000 per day pursuant to the Denver R.M.C., Section 56-107.

In the event any claim is made against the City & County of Denver, or any department, officer, or employee thereof, through, by reason of or in connection with any act or omission of permittee in relation to this Permit, permittee agrees to defend, indemnify, and hold the City & County of Denver and any department, officer, or employee, or each of them harmless from any claim.

Barricades, cones, signs are required in accordance with the "Manual on Uniform Traffic Control Devices" as revised by the Colorado supplement. Contact Public Works at 303-446-3759 for construction activities, and CPD Neighborhood Inspection Services at 720-865-3200 for necessary permits. This permit must be available at the job site at all times.

Contractor is responsible for resolving all local access issues.

Temporary storage of Traffic Control Devices in areas that are maintained by the Department of Parks & Recreation shall have prior written approval of the Department of Parks & Recreation before beginning any placement or work. Contractor must notify the Department of Parks & Recreation at 303-698-4902 to obtain all necessary permits & authorizations.

THIS IS A REVOCABLE PERMIT AND CAN BE REVOKED WITHOUT CAUSE

# Transportation Engineering Division of Public Works City and County of Denver 720.865.2795

## **Street Cut Permit**

Permit #: 2008-X02234

| Purpose:<br>Contractor:    | 959 W 6TH AVE Street Cut W L CONTRACTOR WINKLER TONI A Police Re Date: 05/22/2008 | quired:              | Utility Pr   | hone: (303) 4<br>Required:  |          |            |                 |
|----------------------------|---|----------------------|--|---|----------|------------|-----------------|
| <u>Location</u>            | <u>SqFt</u>   | Street Cuts          |  | Infrared  | Rotomill | Radium     | 48 hr Patchback |
| 959 W 6TH AVE              | 800   | 400 X 2ft. Street    | : Out  |   |          |            |                 |
| 959 W 6TH AVE              | О   |                      |  |   |          |            |                 |
| 959 W 6TH AVE              |   |                      |  |   |          | . 🗆        |                 |
| 959 W 6TH AVE              | · ÷0  |                      |  |   |          |            |                 |
| 959 W 6TH AVE              | 0   |                      |  |   |          |            |                 |
| 959 W 6TH AVE              | 0   |                      |  |   |          |            |                 |
|                            |   |                      | Total Sq. Ft. All  | Locations:  | 800      | S.F.       |                 |
|                            | Co  | ontractor Signature: | halika pharasana noon oo ku u qaaba ay ahaa ahaa ahaa ahaa ahaa ahaa ah  | nan pagamar nan alika ka jaran mahalinga kanan mang majar ata pama mahalin da Masan yang ma |          |            |                 |
|                            |   | Date:                |  |   |          |            |                 |
|                            |   |                      |  |   |          |            |                 |
| Fee Type Amou              |   |                      | Trans. #   | Void \$0.00   | тота     | i          |                 |
| FEEX \$0.00<br>FEEX \$0.00 | 01010-5032300-3766<br>01010-5032300-41470   |                      | variet on a series of the seri | 30.00   |          | ously Paid |                 |
|                            | Balanstrojauti  |                      |  | \$0.00  | Amoun    | -          |                 |

Conditions:

PHOTO REDLIGHT PROGRAM AT EB 6TH AVE AND KALAMATH

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UTC REQUIRED PER CONTRACT AND TCP

PER TCP: MERGING TAPERS = 245' DISTANCE BETWEEN SIGNS = 250' ARROW BOARDS AT END OF TAPERS

APPROVING PROJECT ENGINEER AND CITY CONTACT = DAVE WEAVER 720/865-3148

In applying for this permit, the applicant verifies reading and understanding all the foregoing provisions, certifies person signing for the permit had authority to sign for and bond permittee and the permittee shall comply with all the provisions of this permit and chapter 49, article viii, and chapter 28, article iv of the revised municipal code of the City and County of Denver and all other city and state laws regulating such construction. Failure to comply will be just cause for cancellation of the permit or a summons being issued for non-compliance.

The permittee hereby agrees and does indemnify and save the City and county of Denver harmless from all claims or damages arising out of work performed under this permit.

A copy of this permit must be on the job at all times.

All work must commence 90 days from the date of permit issue or permit becomes null and void.

Contractor must notify Inspector 24 hours prior to excavation!

Notify: Tom Zimmerman

At: (303) 446-3681



| Application #: |  |
|----------------|--|
|----------------|--|

#### City and County of Denver

Public Works Permit Operations 2000 West 3rd Avenue, Room 107 Denver, CO 80223-1027 Telephone, (303) 446-3759 www.denvergov.com/pwpermits

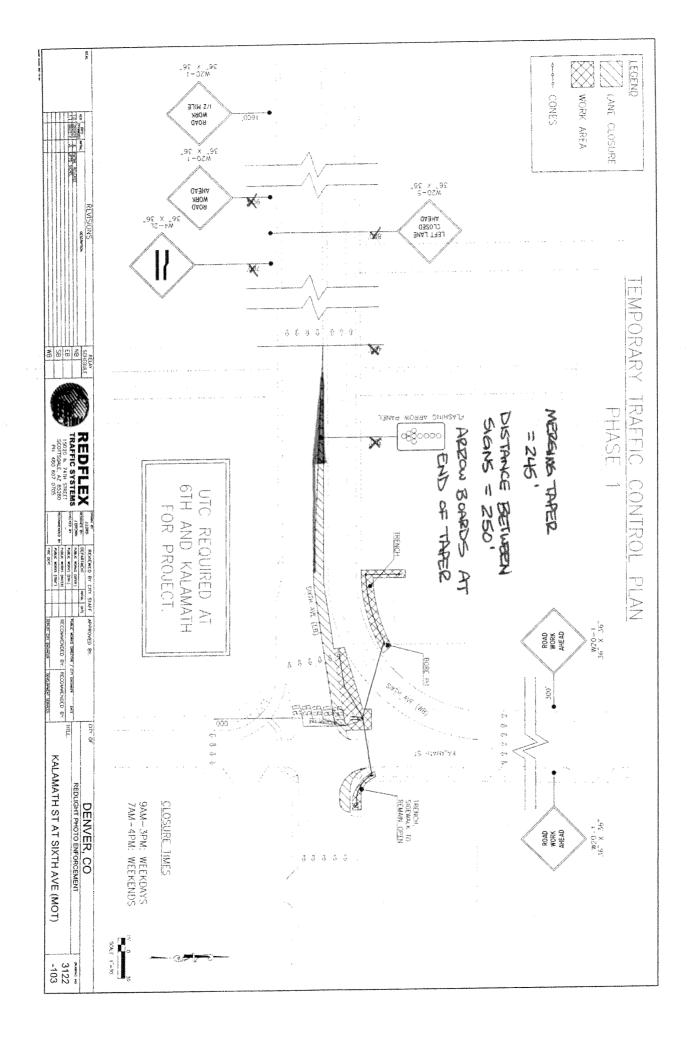
## Street Occupancy Request Sheet

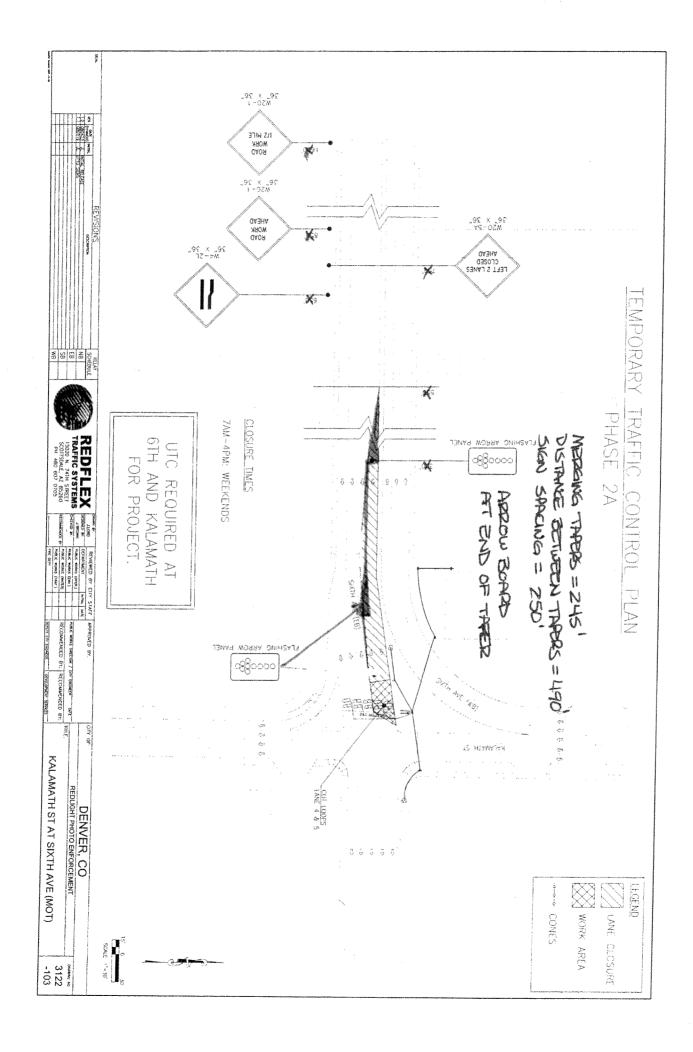
All Faxes received by Transportation Planning & Engineering/ROW permit desk must contain the following information, in the order described, to better accommodate your request for a Street Occupancy Permit. (If applicable, Street Cut Permit(s) will be issued only when the approved Street Occupancy Permit is picked up by the permittee, and not before). Submit one request form for each street occupancy location only! For multiple street cuts in a single area (one street block), use one request form only.

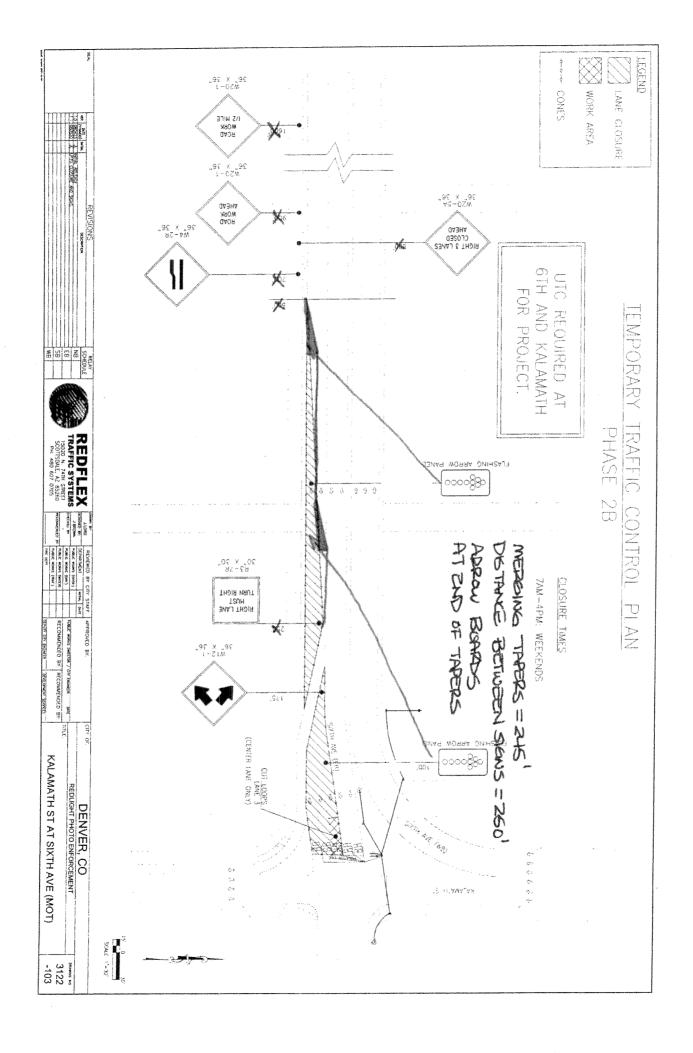
Note: <u>Minimum</u> Review Time For Occupancy Permits is 5 business days. Fax with TCP to: (303) 446-3442 Attn: Right-Of-Way Engineer

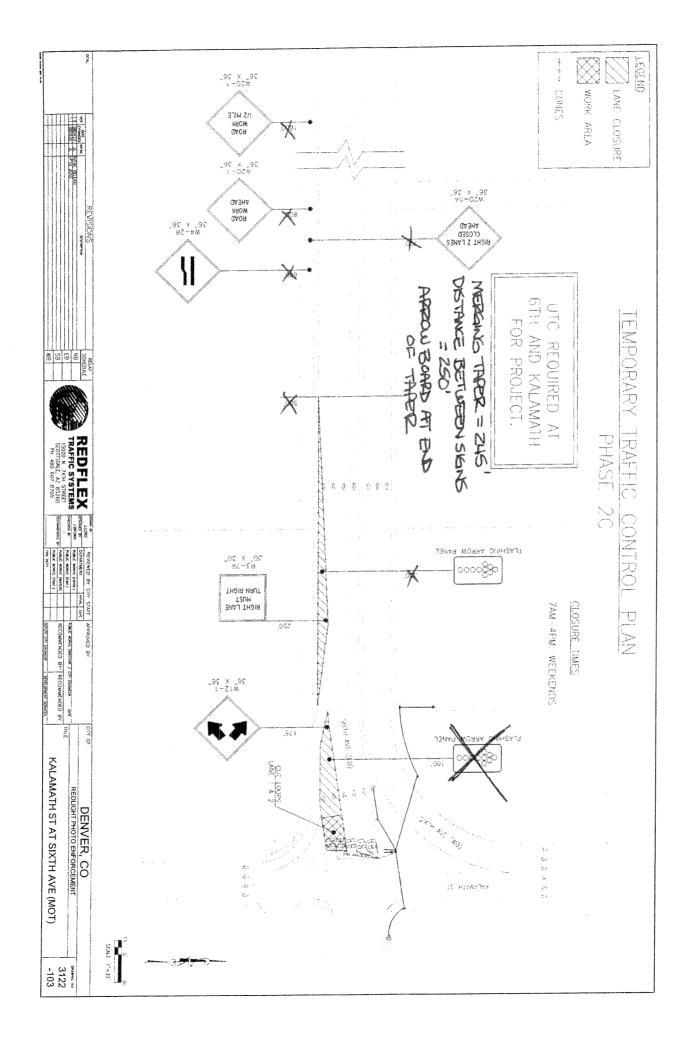
\*\*All Information is required and must be completed prior to submission of Request for Street Occupancy. \*\*
(Please Print All Information).

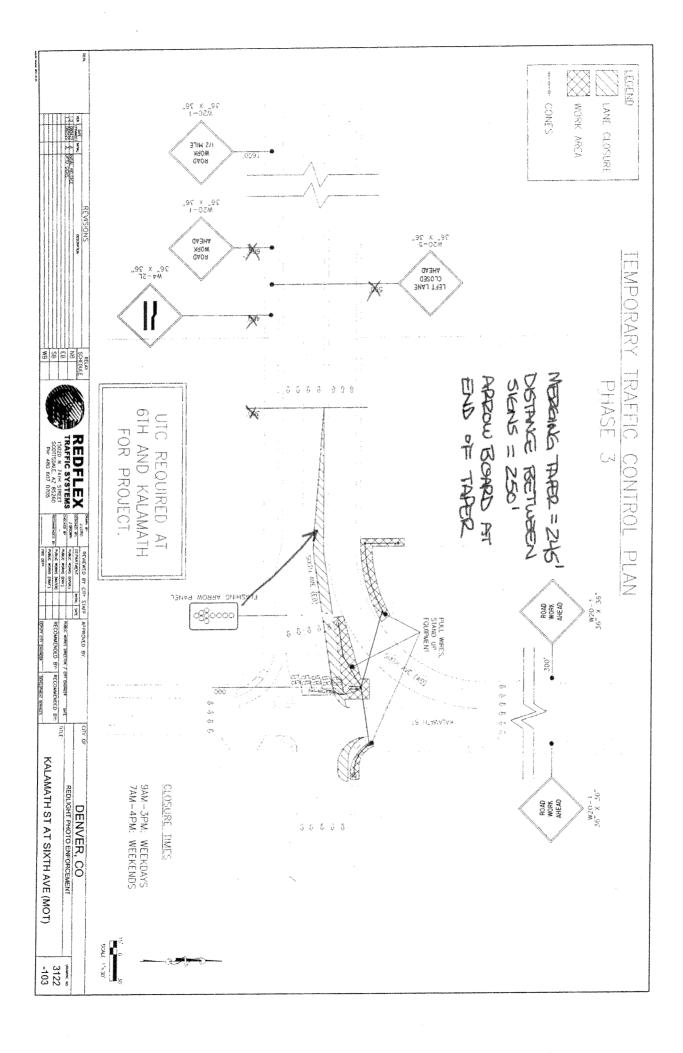
| Company Name:  |               | WL C                                  | ontractors       |  | Contractor           | License #:    | 9081                                  | 15                                      |
|--|---------------|---------------------------------------|------------------|--|----------------------|---------------|---------------------------------------|---|
| Company Address:   |               |                                       |                  | Lamar St.                              | Arvada, CO           |               |                                       | *************************************** |
| Contact's Name:  |               | Grea                                  | Bognar           |  | Off Phone:           |               | (303) 422-7985                        |   |
| Contact's Email:   | A             |                                       | teamwl.com       | ·····                                  | <br>Cell Phone       |               | · · · · · · · · · · · · · · · · · · · |   |
| Street Occupancy Loca  | tion:         |                                       |                  |  | <br>ath Street @     | Sixth Ave     |                                       |   |
| Requested Street Occu  |               | 5/22/08                               | То               | 6/13/08                                | Requested            | Work Time:    | 8:30 am to                            | 4:30 pm                                 |
| Purpose:   | pario, basso. |                                       | stalling Red Lig |  |                      |               |                                       |   |
| City of Denver Project #   | <u> </u>      | · · · · · · · · · · · · · · · · · · · | City Agency      |  |                      |               |                                       |   |
| Work Requested: Note: Traffic control plans required per MUTCD Street / Alley Cut Size | Stree         | oad Closure<br>et / Alley Cu          |                  | nne Closur<br>ROW Con                  |                      | Alley Closure | Sidewal                               | k Closure                               |
| Parking Meters:  | (Meter #'s)   |                                       |                  |  |                      |               |                                       |   |
| ☐ Yes ☐ No   | # of Meters   |                                       | x # of Days      | ······································ | x Price              |               | <u> </u>                              | \$0.00                                  |
| Additional Comments:   |               |                                       |                  |  |                      |               |                                       |   |
|  |               | See a                                 | ttached Sched    | lule for all le                        | ocations             |               |                                       |   |
| For City Use Only: Do not  Assigned Dates:  Allowed Work Times:                        | Start:        | 5l:                                   | 23 08<br>AM/PM   | То                                     | Finish:              | <u> </u>      | 0/10/08<br>AM/PM                      |   |
| Police Required: X   | - A \ \ 1     | Flagger Re                            | •                | , 0                                    |                      |               |                                       |   |
| Status: X  | Approved      |                                       | Denied           |  | Pending              |               |                                       |   |
|  |               |                                       |                  |  |                      |               |                                       |   |
| Called.  |               |                                       | District:        |  |                      | Price:        |                                       | \$50.00                                 |
| ACTION:  | Distribute to | *                                     |                  |  | Distribute to Other: | o Permit Co   | ounter 2008                           | <br>2_1Z050                             |
| TCS / Engine   | arla Signatur |                                       | and conjugation  |  | te te                | -             | Permit Nur                            | mber                                    |
| TCS / Enginee  | er 5 Signatur | e                                     |                  | U                                      | ne.                  |               | , Gillin 1401                         | **************************************  |











## Transportation Engineering Division of Public Works

City and County of Denver 720.865.2795

#### **Revocable Street Occupancy Permit**

Permit #: 2008-R05352

Address: 770 N SPEER BLVD

Permit: Equipment Installation

Start: 05/30/2008

End: 06/20/2008

Contractor: W L CONTRACTORS

License No: 90815

Phone: (303) 422-7985

|                  | CBD or CCN?: | No Arterial  | ?: Yes   | Police                       | Required: |                | F | lagmen Required:        |        |
|------------------|--------------|--|----------|------------------------------|-----------|----------------|---|-------------------------|--------|
| Location         |              | <b>Location Description</b>                          | <u>o</u> | ccupancy                     | R         | estrictions    |   | Type of Closure         | Length |
| 770 N SPEER BLVD |              | SIDEWALK AREAS AT 8TH AND<br>SPEER                   |          | om 05/30/2008 to<br>/20/2008 |           | SEE CONDITIONS |   | Close Sidewalk,         | 200    |
| 770 N SPEER BLVD |              | PHASE I - WB 8TH AVE: LINCOL<br>SPEER                |          | om 05/30/2008 to<br>/06/2008 |           | SEE CONDITIONS |   | Close 1st Traffic Lane, | 1200   |
| 770 N SPEER BLVD |              | PHASE I - WB 8TH AVE: BROAD<br>TO SPEER              |          | om 05/30/2008 to<br>06/2008  |           | SEE CONDITIONS |   | Close 1st Traffic Lane, | 800    |
| 770 N SPEER BLVD |              | PHASE I - SINGLE LEFT TURN L<br>NB SPEER AT 8TH A    |          | m 05/30/2008 to<br>06/2008   |           | SEE CONDITIONS |   | Close 1st Traffic Lane, | 180    |
| 770 N SPEER BLVD |              | PHASE 2 - WB 8TH AVE: BROAD<br>TO SPEER              |          | m 06/07/2008 to<br>13/2008   |           | SEE CONDITIONS |   | Close 1st Traffic Lane, | 800    |
| 770 N SPEER BLVD |              | PHASE 2 - WB 8TH AVE:ACOMA<br>SPEER                  |          | m 06/07/2008 to<br>13/2008   |           | SEE CONDITIONS |   | Close 2nd Traffic Lane, | 430    |
| 770 N SPEER BLVD |              | PHASE 2B - WB 8TH AVE: LINCO<br>TO SPEER             |          | m 06/14/2008 to<br>20/2008   |           | SEE CONDITIONS |   | Close 1st Traffic Lane, | 1200   |
| 770 N SPEER BLVD |              | PHASE 2B: WB 8TH AVE: ACOM/<br>SPEER                 |          | m 06/14/2008 to<br>20/2008   |           | SEE CONDITIONS |   | Close 2nd Traffic Lane, | 430    |
| 770 N SPEER BLVD |              | PHASE 2B - SINGLE LEFT TURN<br>LANE: NB SPEER AT 8TH |          | m 06/14/2008 to<br>20/2008   |           | SEE CONDITIONS |   | Close 1st Traffic Lane, | 180    |
| 770 N SPEER BLVD |              | PHASE 3 - WB 8TH AVE: LINCOLI<br>SPEER               |          | n 06/14/2008 to<br>0/2008    |           | SEE CONDITIONS |   | Close 1st Traffic Lane, | 1200   |
| 770 N SPEER BLVD |              | PHASE 3 - WB 8TH AVE: BROAD!<br>TO SPEER             |          | n 06/14/2008 to<br>0/2008    |           | SEE CONDITIONS |   | Close 2nd Traffic Lane, | 430    |
| 770 N SPEER BLVD |              | PHASE 3: LEFT TURN LANE: NB<br>SPEER AT 8TH AVE      |          | n 06/14/2008 to<br>0/2008    |           | SEE CONDITIONS |   | Close 1st Traffic Lane, | 180    |
|                  |              |  |          |                              |           |                |   |                         |        |

#### Conditions:

PHOTO REDLIGHT PROGRAM AT WB 8TH AVE AT SPEER BLVD NORTH

PROGAM IS ASSOCIATION WITH THE DENVER POLICE DEPARTMENT, CITY ATTORNEYS OFFICE AND TRAFFIC ENGINEERING SERVICES DEPARTMENT

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PER TCP: MERGING TAPERS = 180' DISTANCE BETWEEN SIGNS = 100' TO 250' ARROW BOARDS AT END OF TAPERS

| <b>APPRO</b> | VING | ENGIN | FFR. |
|--------------|------|-------|------|
|              |      |       |      |

ISSUED BY:

DATE:

Lomax, Mark

05/30/08

Responsible Party: GREG BOGNAR

Contractor Signature:

Number: (303) 422-7985

Date:

Fee Type Amount

Fund/Ora/Revenue

Pay Date

FEEX \$0.00

01010-5032300-376630

Trans # Void

FEEX \$0.00 01010-5032300-414700

\$0.00 TOTAL Previously Paid \$0.00 Amount Due

A copy of this permit shall be placed on the driver's side dashboard of all vehicle/s which will occupy any portion of the length of the right-of-way authorized to be occupied by this permit.

This permit authorizes vehicles or equipment to occupy a street and/or alley for the purpose of providing service in said street or alley, or for the purpose of providing service of construction access to abutting property. This permit does not authorize an excavation within street or alley Right-Of-Way. The General Contractor on construction sites shall safeguard and protect all impovements, utilities, and traffic control equipment on the adjoining streets and alleys, and shall be responsible for repairing any items that are damaged by construction activities.

If any improvements, utilities, or traffic control equipment must be relocated for construction activities, the General Contractor shall notify the appropriate agency in sufficient time to allow for determination of design details and responsibility for relocation costs.

This Permit and Traffic Control Plan must be on site at all times.

Authority: Section 54-652 of the Denver Revised Municipal Code

Disputes regarding this Permit shall be resolved by administrative hearing pursuant to Denver R.M.C., Section 56-106. Failure to comply may result in the imposition of civil penalties up to \$10,000 per day pursuant to the Denver R.M.C., Section 56-107.

In the event any claim is made against the City & County of Denver, or any department, officer, or employee thereof, through, by reason of or in connection with any act or omission of permittee in relation to this Permit, permittee agrees to defend, indemnify, and hold the City & County of Denver and any department, officer, or employee, or each of them harmless from any claim.

Barricades, cones, signs are required in accordance with the "Manual on Uniform Traffic Control Devices" as revised by the Colorado supplement. Contact Public Works at 303-446-3759 for construction activities, and CPD Neighborhood Inspection Services at 720-865-3200 for necessary permits. This permit must be available at the job site at all times.

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Temporary storage of Traffic Control Devices in areas that are maintained by the Department of Parks & Recreation shall have prior written approval of the Department of Parks & Recreation before beginning any placement or work. Contractor must notify the Department of Parks & Recreation at 303-698-4902 to obtain all necessary permits & authorizations.

# THIS IS A REVOCABLE PERMIT AND CAN BE REVOKED WITHOUT CAUSE

# **Transportation Engineering Division of Public Works** *City and County of Denver* 720.865.2795

### Permit #: 2008--X02335

#### **Street Cut Permit**

| Address:                         | 770 N SPEE            | R BLVD   |                 | ]  | Date: 05/30/2                           | 8008                        |          |  |
|----------------------------------|-----------------------|--|-----------------|--|---|-----------------------------|----------|--|
| Purpose:                         | Bore                  | and for the first of the second of the secon |                 | Utility I  | Proj. #:                                |                             |          |  |
|                                  |                       | W L CONTRACTORS  |                 |  | grove and a conservation of the same of | No                          |          |  |
| Contact Name:                    | WINKLER TO            | WINKLER TONI A   |                 |  | Phone: (303) 4                          | 22-7985                     |          |  |
|                                  | Po                    | lice Required:   |                 | Flagme   | n Required:                             |                             |          |  |
| <u>issued By:</u><br>Lomax, Mark | 05/                   | <u>Date:</u><br>30/2008  |                 |  |   |                             |          | The state of the s |
| LUMBX, WAIK                      | 03/                   | 30/2006  |                 |  | c                                       | The Follow<br>Conditions Mu |          |  |
| Location                         | <u>SqFt</u>           | <u>s</u>   | treet Cuts      |  | Infrared                                | Rotomill                    | Radium   | 48 hr Patchbac   |
| 770 N SPEER BLVD                 | 400                   |  | 200 X 2ft. Bore |  |   |                             |          |  |
| 770 N SPEER BLVD                 | 0                     | 1: °   |                 |  |   |                             |          |  |
| 770 N SPEER BLVD                 | 0                     |  |                 |  | · · · · · · · · · · · · · · · · · · ·   |                             |          |  |
| 770 N SPEER BLVD                 | 0                     |  |                 |  |   |                             |          |  |
| 770 N SPEER BLVD                 | ** <b>0</b> * * * * * |  |                 |  |   |                             |          |  |
| 770 N SPEER BLVD                 | 0                     |  |                 |  |   |                             |          |  |
| 770 N SPEER BLVD                 | 0                     |  |                 |  |   |                             |          |  |
| 770 N SPEER BLVD                 | 0                     |  |                 |  |   |                             |          | Total Control of the  |
| 770 N SPEER BLVD                 | 0                     |  |                 |  |   |                             |          |  |
| 770 N SPEER BLVD                 | 0                     |  |                 |  |   |                             |          |  |
| 770 N SPEER BLVD                 | 0                     |  |                 |  |   |                             |          |  |
| 770 N SPEER BLVD                 | 0                     |  |                 |  |   |                             |          |  |
|                                  |                       |  | Tot             | al Sq. Ft. All   | Locations:                              | 400 S                       | .F.      |  |
|                                  |                       | Contractor S   | Signature:      | Annual Control of the | >>>>>                                   |                             |          |  |
|                                  |                       |  | Date:           |  |   |                             |          |  |
| Fee Type Amount                  | Fundi                 | Org/Revenue  |                 | Trong di   | V-:-                                    |                             |          |  |
| FEEX \$0.00                      | 01010-503230          | 0-376630   | Pay Date        | Trans, #   | Void<br>\$0.00                          | TOTAL                       |          |  |
| FEEX \$0.00                      | 01010-503230          | U-414/00   |                 | Wereness manufactured  |   | Previou                     | sly Paid |  |
|                                  |                       |  |                 |  | \$0.00                                  | Amount D                    | ue       |  |

Conditions:

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PER TCP: MERGING TAPERS = 180' DISTANCE BETWEEN SIGNS = 100' TO 250' ARROW BOARDS AT END OF TAPERS

### APPROVING PROJECT ENGINEER AND CITY CONTACT = DAVE WEAVER 720/865-3148

In applying for this permit, the applicant verifies reading and understanding all the foregoing provisions, certifies person signing for the permit had authority to sign for and bond permittee and the permittee shall comply with all the provisions of this permit and chapter 49, article viii, and chapter 28, article iv of the revised municipal code of the City and County of Denver and all other city and state laws regulating such construction. Failure to comply will be just cause for cancellation of the permit or a summons being issued for non-compliance.

The permittee hereby agrees and does indemnify and save the City and county of Denver harmless from all claims or damages arising out of work performed under this permit.

A copy of this permit must be on the job at all times.

All work must commence 90 days from the date of permit issue or permit becomes null and void.

Contractor must notify Inspector 24 hours prior to excavation!

Notify: Tom Zimmerman At: (303) 446-3681



| Application | #; |  |
|-------------|----|--|
|             |    |  |

#### City and County of Denver

Public Works Permit Operations 2000 West 3rd Avenue, Room 107 Denver CO 80223-1027 Telephone: (303) 446-3759 www.denvergov.com/pwpermits

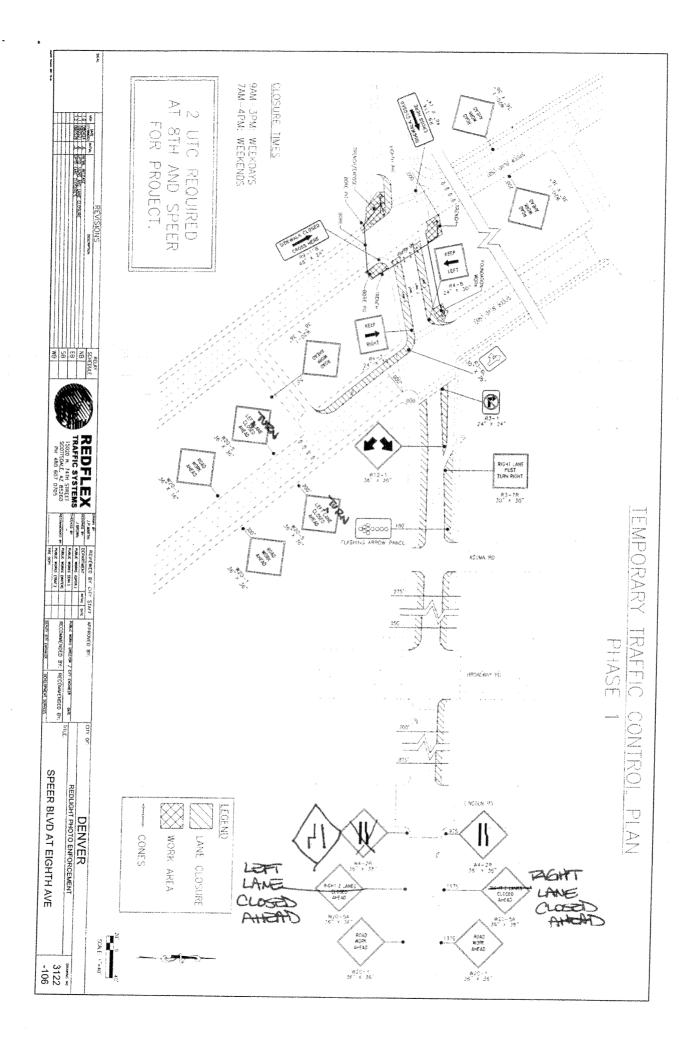
## **Street Occupancy Request Sheet**

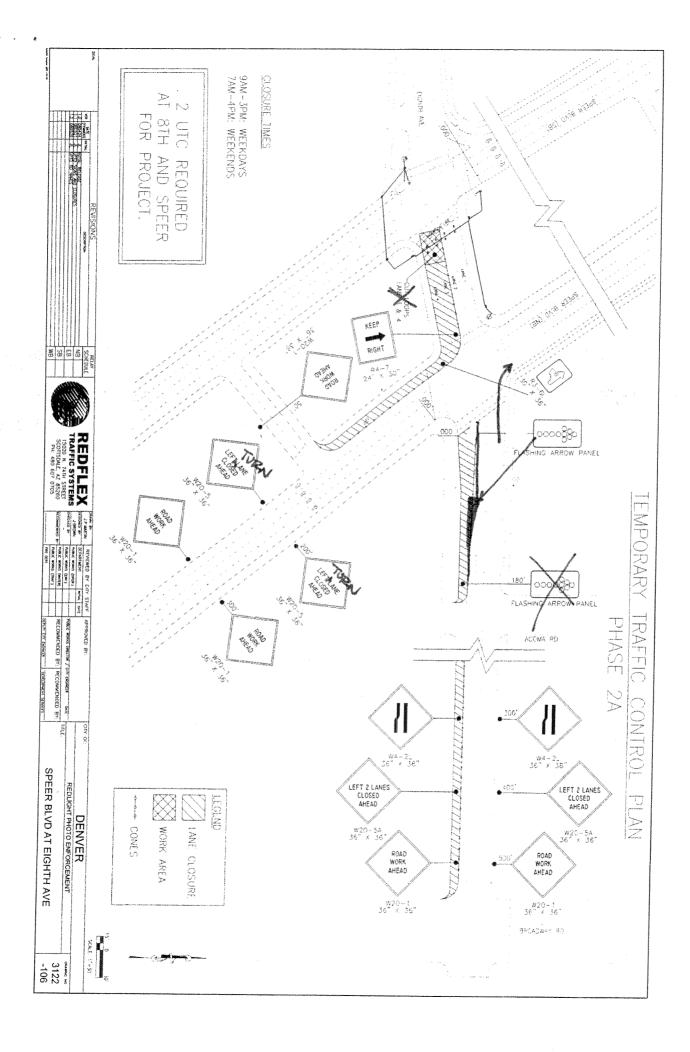
All Faxes received by Transportation Planning & Engineering/ROW permit desk must contain the following information, in the order described, to better accommodate your request for a Street Occupancy Permit. (If applicable, Street Cut Permit(s) will be issued only when the approved Street Occupancy Permit is picked up by the permittee, and not before). Submit one request form for each street occupancy location only! For multiple street cuts in a single area (one street block), use one request form only.

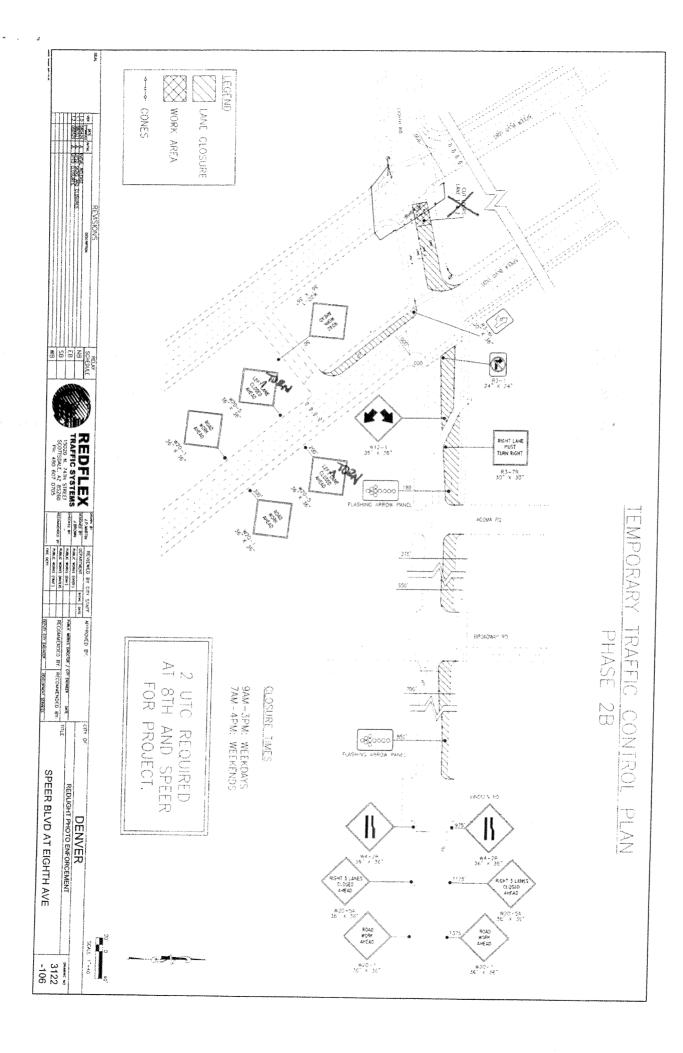
Note: <u>Minimum</u> Review Time For Occupancy Permits is 5 business days. Fax with TCP to: (303) 446-3442 Attn: Right-Of-Way Engineer

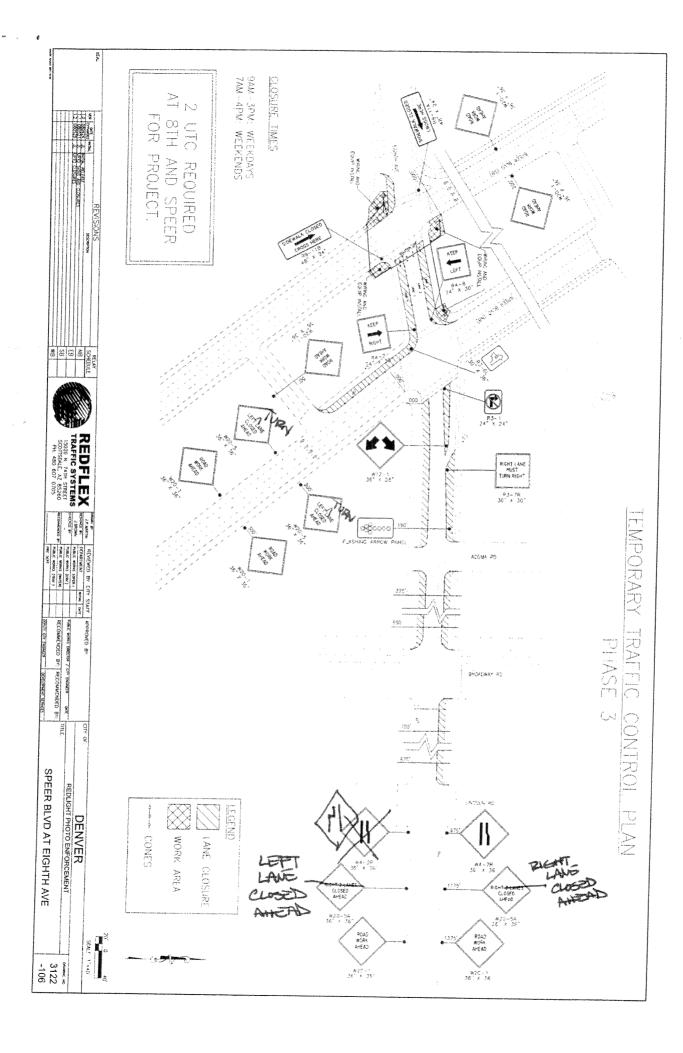
\*\*All Information is required and must be completed prior to submission of Request for Street Occupancy. \*\*
(Please Print All Information).

| Company Name:   | WL Contractors                          | WL Contractors Cont  |            |   | 90                                     | 90815        |  |  |
|---|---|--|------------|---|--|--------------|--|--|
| Company Address:  |   | 55   | 20 Lamai   | St. Arvada, CO                                  |  |              | 50010                                  |  |
| Contact's Name:   |   | Greg Bognar  |            | Off Phone:                                      |  | (303) 422-79 | 85                                     |  |
| Contact's Email:  |   | gbognar@teamwl.co  | <br>om     | Cell Phone                                      |  | (444)        |  |  |
| Street Occupancy Lo   | cation:                                 |  |            | Speer Blvd @ Eig                                |  |              |  |  |
| Requested Street Oc   | cupancy Dates;                          | 5/28/08 To   |            | /08 Requested                                   |  | 8:30 am t    | o 4:30 pm                              |  |
| Purpose:  |   | Installing Red   |            | ing, & Ped Found                                |  | 0.00 4111    | 0 4.00 pm                              |  |
| City of Denver Projec   | t #:                                    | City Agend   |            |   |  |              | -                                      |  |
| Work Requested: Note: Traffic control plan required per MUTCD Street / Alley Cut Si | Stree                                   |  | Lane Clo   |   | Alley Closure                          | Sidew        |  |  |
|   |   |  |            |   |  |              | ······································ |  |
| Parking Meters:   | (Meter #'s)                             |  |            |   |  |              |  |  |
| ∐Yes ☐ No   | # of Meters                             | x # of Days  | ;          | x Price   |  | =            | \$0.00                                 |  |
| Additional Comments:  | *************************************** |  |            |   | ili                                    |              |  |  |
| For City Use Only: Do not   | ot write below line.                    | val of original permi  | t Will red | 440. Adi so ambanda Adi pel ampandas ape ten su | ************************************** | 120108       | a come w w some »                      |  |
|   | Start:                                  | white a differ \$  |            | Finish:   | 4                                      | 120100       |  |  |
| Allowed Work Times  |   | ERMT AM/PM   | То         |   |  | AM/PM        |  |  |
| Police Required: Status: Reason:  | Approved                                | lagger Required:  Denied   |            | Pending   |  |              |  |  |
| Called:   |   | District;  |            | P   | Price:                                 |              | \$50.00                                |  |
| CTION:  | Distribute to I                         | ,  |            | Distribute to<br>Other:                         | Permit Cou                             | ınter        |  |  |
| T00 / =   |   | - Commission of the Commission | SI         | 3006  |  | 2008-1       | <u> 205</u> 3                          |  |
| TCS / Engine  | er's Signature                          |  | C          | ate   |  | Permit Nur   | nber                                   |  |









### Transportation Engineering Division of Public Works

City and County of Denver 720.865.2795

### **Revocable Street Occupancy Permit**

Permit #: 2008-R05368

| Address:         | 100 E SPEER  | BLVD Bldg#APPRX A                       | PPRX                                  | Permit:                         | Equipment Installation | Start:   | 05/30/2008       | End:       | 06/20/2008 |
|------------------|--------------|---|---------------------------------------|---------------------------------|------------------------|----------|------------------|------------|------------|
| Contractor:      | W L CONTE    | RACTORS                                 |                                       | License No: 90815               |                        |          | Phone: (303) 42  |            |            |
|                  | CBD or CCN?: | No Art                                  | erial?: Yes                           | <u> </u>                        | Police Required:       |          | Flagmen Requir   | ed:        | 1          |
| <u>Location</u>  |              | Location Description                    | <u>on</u>                             | Occupancy                       | Restriction            | ons      | Type of (        | Closure    | Length     |
| 100 E SPEER BLVD |              | PHASE 1&3- EB 6TH AVE: A<br>GRANT       | COMA TO                               | From 05/30/2008<br>06/20/2008   | to SEE CO              | NDITIONS | Close 1st Tra    |            | 800        |
| 100 E SPEER BLVD |              | PHASE 1 & 3 - NB LINCOLN<br>AVE         | AT 6TH                                | From 05/30/2008<br>06/20/2008   | to SEE COI             | NDITIONS | Close 1st Trai   | fic Lane,  | 180        |
| 100 E SPEER BLVD |              | PHASE 2A - EB 6TH AVE: BA               |                                       | From 06/06/2008<br>06/13/2008   | to SEE COM             | NDITIONS | Close 1st Traf   | fic Lane,  | 1000       |
| 100 E SPEER BLVD |              | PHASE 2A - EB 6TH AVE: AC<br>LINCOLN    |                                       | From 06/06/2008<br>06/13/2008   | to SEE COM             | NDITIONS | Close 2nd Tra    | ffic Lane, | 800        |
| 100 E SPEER BLVD |              | PHASE 2A - SB BROADWAY<br>AVE           |                                       | From 06/06/2008<br>06/13/2008   | to SEE CON             | NDITIONS | Close 1st Traff  | īc Lane,   | 180        |
| 100 E SPEER BLVD |              | PHASE 2B - EB 6TH AVE; CH<br>TO LINCOLN |                                       | From 06/14/2008 :<br>06/20/2008 | to SEE CON             | IDITIONS | Close 1st Traff  | ic Lane,   | 2400       |
| 100 E SPEER BLVD |              | PHASE 2B: EB 6TH AVE: BAN<br>TO LINCOLN |                                       | From 06/14/2008 t<br>06/20/2008 | to SEE CON             | IDITIONS | Close 2nd Traf   | fic Lane,  | 1000       |
| 100 E SPEER BLVD |              | PHASE 2B - SB BROADWAY                  |                                       | From 06/14/2008 t<br>06/20/2008 | o SEE CON              | DITIONS  | Close 1st Traffi | c Lane,    | 180        |
|                  |              |   | · · · · · · · · · · · · · · · · · · · |                                 |                        |          |                  |            |            |

#### Conditions:

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APPROVING PROJECT ENGINEER AND CITY CONTACT = DAVE WEAVER 720/865-3148

| APPROVING ENGINEER:                                   | ISSUED BY:  | DATE:                 |  |
|---|-------------|-----------------------|--|
|   | Lomax, Mark | 05/30/08              |  |
| Responsible Party: GREG BOGNAR Number: (303) 422-7985 |             | Contractor Signature: |  |

| FEEX \$0.00 | 01010-5032300-376630 | The second secon | \$0.00 | TOTAL           |
|-------------|----------------------|--|--------|-----------------|
| FEEX \$0.00 | 01010-5032300-414700 |  |        | Previously Paid |
|             |                      |  | \$0.00 | Amount Due      |

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# Transportation Engineering Division of Public Works City and County of Denver 720.865.2795

#### **Street Cut Permit**

Permit #: 2008--X02336

| Address:   | 100 E SPEER BLVD Bldg #                      | APPRX APPRX                                | Date:                | : 05/30/2008  |           |             |                 |
|--|--|--|----------------------|---|-----------|-------------|-----------------|
| Purpose:   | F-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1      |  | Utility Proj. #:     |   |           |             |                 |
|  | W L CONTRACTORS                              |  |                      | Transferênce (Control of Control |           |             |                 |
| Contact Name:  | WINKLER TONI A                               |  | Phone                | (303) 422-7   | 985       |             |                 |
|  | Police Required                              |  | Flagmen Requ         | ıired:  |           |             |                 |
| issued By:   | Date:  |  |                      |   |           |             |                 |
| Lomax, Mark  | 05/30/2008                                   |  |                      | Th  | e Follow  | ing Additio | nnai            |
|  |  |  |                      | Cond  | itions Mu | st be Com   | pleted          |
| Location   | SqFt   | Street Cuts                                | <u> </u>             | Infrared  | Rotomill  | Radium      | 48 hr Patchback |
| 100 E SPEER BLVD   | 400  | 200 X 2ft. Bore                            |                      |   |           |             |                 |
| 100 E SPEER BLVD   | <b>o</b>                                     |  |                      |   |           |             |                 |
| 100 E SPEER BLVD   | 0  |  |                      |   |           |             |                 |
| 100 E SPEER BLVD   | 0  |  |                      |   |           |             |                 |
| 100 E SPEER BLVD   | 0  |  |                      |   |           |             |                 |
| 100 E SPEER BLVD   | 0  |  |                      |   |           |             |                 |
| 100 E SPEER BLVD   | 0  |  |                      | О   |           |             |                 |
| 100 E SPEER BLVD   | 0  |  |                      |   |           |             |                 |
|  | ,  | Total S                                    | 6q. Ft. All Locati   | ions:   | 400 S     | F.          |                 |
|  | Contractor                                   | Signature:                                 |                      |   |           |             |                 |
|  |  | Date:                                      |                      |   |           |             |                 |
|  |  |  |                      |   |           |             |                 |
| Fee Type Amount  | Fund/Org/Revenue                             | Pay Date                                   | Trans. # Void        |   |           |             |                 |
| FEEX \$0.00<br>FEEX \$0.00   | 01010-5032300-376630<br>01010-5032300-414700 |  |                      | \$0.00  | TOTAL     |             |                 |
| **************************************   | 77   | **i-ji-ji-ji-ji-ji-ji-ji-ji-ji-ji-ji-ji-ji | Tempor to dy classes | 44.44   | Previous  |             |                 |
| the course of the second secon |  | L  |                      | \$0.00  | Amount Du | 16          |                 |

Conditions:

PHOTO REDLIGHT PROGRAM AT EB 6TH AVE AND SPEER

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#### City and County of Denver

Public Works Permit Operations 2000 West 3rd Avenue, Room 107 Denver, CO 80223-1027 Telephone: (303) 446-3759 www.denvergov.com/pwpermits

# **Street Occupancy Request Sheet**

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Note: <u>Minimum</u> Review Time For Occupancy Permits is 5 business days. Fax with TCP to: (303) 446-3442 Attn: Right-Of-Way Engineer

\*\*All Information is required and must be completed prior to submission of Request for Street Occupancy. \*\*\*
(Please Print All Information)

|  |                | (i ica                                  | ise i int A                             | monne              | mon).      |   |                 |              |
|--|----------------|---|---|--------------------|------------|---|-----------------|--------------|
| Company Name:  |                | WL Contr                                | actors                                  | •                  | Contract   | or License #:                           |                 | 90815        |
| Company Address:   |                |   | 5920 L                                  | amar St            | Arvada, Ci |   |                 | 90015        |
| Contact's Name:  |                | Greg Bognar                             |   | Off Phone:         |            | (000) (00 ====                          |                 |              |
| Contact's Email:   |                | gbognar@tea                             | mwl.com                                 |                    | Cell Phon  |   | (303) 422-7     | 302          |
| Street Occupancy Loc   | ation:         |   |   | Lincol             | n Street @ | *************************************** | <del></del>     |              |
| Requested Street Occi  | upancy Dates:  | 5/27/08                                 | То                                      |                    |            | d Work Time:                            |                 |              |
| Purpose:   |                | Installir                               | ng Red Light                            |                    |            |   | 8:30 an         | 1 to 4:30 pm |
| City of Denver Project i   | ¥:             |   | y Agency &                              |                    | 4, 04, 00, | dation                                  |                 |              |
| Work Requested: Nota: Traffic control plans required per MUTCD Street / Alley Cut Size                               | Street         | ad Closure<br>/ Alley Cut               |   | Closure<br>W Consi |            | Alley Closure                           | Side            |              |
| Parking Meters:  | (Meter #'s)    |   |   |                    | *****      |   |                 |              |
| ☐ Yes ☐ No   | # of Meters    |   |   |                    |            | 7                                       |                 |              |
| Additional Comments:   | # Of Weters    | X#                                      | of Days                                 |                    | x Price    |   | =               | \$0.00       |
| reducina Comments.   | -              |   |   | *****              |            |   |                 |              |
| ***************************************  |                | See attache                             | d Schedule                              | for all loca       | ations     |   |                 |              |
| **Any modification For City Use Only: Do not v  Assigned Dates: Allowed Work Times: Police Required: Status: Reason: | Start:         | 5 (30)                                  | 08<br>/PM 1                             | 0                  | Finish:    | Annel II in legach of at money          | 120108<br>AM/PM |              |
| Called: ,ACTION: [4] U.  | galbute to Ins | District                                | 7                                       | Dia                |            | rice:                                   |                 | \$50.00      |
| ii   | X to Applica   |   |   | Oth                |            | Permit Cour                             | nter            |              |
| TCS ngmqer's   | Signature      | *************************************** | *************************************** | Date               | <u>u</u>   |   | Permit Nur      | nber         |

