



Item: FY 2014 Traffic Signal Maintenance Agreement with the Montana Department of Transportation

From: Jerry McKinley, Traffic Supervisor

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Accept Agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/reject) the FY 2014 Traffic Signal Maintenance Agreement with the Montana Department of Transportation and authorize the City Manager to sign the agreement.”

2. Mayor calls for a second, discussion, public comment, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission approve the attached Traffic Signal Maintenance Agreement with the Montana Department of Transportation (MDT) for FY 2014.

Background:

Significant Impacts

The attached agreement between the City of Great Falls and the Montana Department of Transportation details the traffic signal maintenance responsibilities of the City and the method of reimbursement to the City for maintaining MDT owned traffic signals. The City is currently maintaining sixty-six (66) MDT traffic signals and three (3) flashing signal lights; in addition to twenty-three (23) City traffic signals.

The City of Great Falls has traditionally maintained State owned traffic signals under a fixed cost agreement determined annually and paid by MDT in equal monthly amounts. This agreement represents a change from prior traffic signal maintenance agreements in that it is “performance based”. MDT will only reimburse the City for billed maintenance

or repair actions performed on their traffic signals. Billing would continue to be on a monthly basis.

This agreement is for traffic signals only. MDT has opted to discontinue reimbursing the City for its expenses in maintaining certain traffic control signs in State right-of-ways.

Workload Impacts

The City employs two Traffic Signal Technicians to maintain City and State owned traffic signals. The City provides all maintenance necessary for the operation of the traffic signal system and is reimbursed by MDT for costs of labor, equipment and materials.

The City employs two Traffic Sign Technicians who will continue to maintain stop and one way signs located on State right-of-way at no cost to MDT. MDT will begin maintaining traffic signs located at State owned signalized intersections.

Purpose

The City has an annual agreement with the Montana Department of Transportation for Traffic Signal Maintenance.

Concurrences: The City of Great Falls has agreed to this agreement.

Fiscal Impact: Last year's agreement was for a total of \$92,364. This agreement is performance based and includes only traffic signal maintenance. The Traffic Division projected revenue for Fiscal Year 2013-2014 is \$70,000.

Alternatives: The City Commission could vote to reject this agreement.

Attachments/Exhibits: Traffic Signal Maintenance Agreement.

**CITY OF GREAT FALLS AND MONTANA DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL MAINTENANCE AGREEMENT
STATE FISCAL YEAR 2013**

This agreement is between the City of Great Falls (City) and the Montana Department of Transportation (MDT) to define the Traffic Control maintenance responsibilities of the City and MDT in accordance with State Law that allows MDT to enter into an agreement with local governments to provide maintenance on state routes with provision for full reimbursement. The term of this agreement shall be for one year beginning July 1, 2013. This agreement and its terms may be extended in one-year increments upon written agreement between the parties unless terminated by either party.

PURPOSE OF AGREEMENT: The City and State agree that due to recent upgrades to the system (new signals at multiple intersections, long-lasting LED lamps, new master controllers, timing studies and a new telemetry system), a performance-based contract will better reflect actual costs of signal maintenance.

LIMITS OF AGREEMENT: The listing of streets and intersections attached as Appendix A is a full and complete listing of areas covered by this agreement. Unless otherwise defined, that list includes all intersections along the route, and shall include all of the street right-of-way. During the term of this agreement, additional areas may be added by written agreement of the parties.

SCOPE OF AGREEMENT: This agreement covers all activities ordinarily associated with signal maintenance and other normally accepted preventive maintenance practices.

ITEMS COVERED: Payment to the City for this agreement shall be for the following:

A) MDT will continue to provide power for signals presently billed to MDT by Northwestern Energy (Utility)

B) The City will provide all maintenance necessary to operate the Traffic Control Signals and MDT will reimburse City in accordance with Appendix B for the proper maintenance of the Traffic Control Signals. At MDT's option, materials and parts will be provided by MDT or MDT will reimburse the City.

C) Street lighting facilities, except as specifically noted, on these routes are not covered by this Agreement and will remain the responsibility of MDT.

D) The City will assist MDT in locating underground electrical lines for Traffic Control Systems and MDT will reimburse City in accordance with Appendix B.

E) **SIGNALS:** This City agrees to provide all the activities ordinarily associated with traffic signal maintenance for signals located within or near the City limits of Great Falls for which MDT has responsibility as listed in the attached Exhibit A or added hereto by mutual agreement.

Maintenance activities include, but are not limited to:

1. Cleaning, inspecting and checking range and operation of Opticom controllers
2. Installation and maintenance of microwave detectors
3. Maintaining master controllers and telemetry equipment
4. Preventive maintenance checks on conflict monitors
5. Pole preventative maintenance
6. Lens and bulb replacement

7. On-site observation of operations
8. *Remote system monitoring*
9. Underground locates
10. Other maintenance as necessary.

F) OTHER SIGNALS: City will maintain caution/warning flashers at 10th St east of Fox Farm, 2nd Ave North at 37th Street, and 2nd Avenue South at 14th Street. Out-of-town traffic signal and flasher maintenance as required by MDT may be performed if City workload permits with costs billed to state according to this agreement. The City will maintain the over height detection system located on U.S. 87 as deemed necessary by MDT and will bill costs to state in accordance with this agreement.

G) ADDITIONAL NON-BILLED ITEMS: Use of City facilities and equipment, software maintenance fees, asset management and liability insurance. Plan reviews, citizen generated phone calls and emails, meetings, training, certifications and daily review of underground locate notifications will be performed but not billed separately.

H) TRAFFIC SIGNAL PREVENTATIVE MAINTENANCE: The City agrees to follow the preventative maintenance schedule in Appendix C.

COSTS: The costs associated with this agreement are shown in Appendix B and will be paid to the City on a monthly basis based on the reimbursement breakdown shown in Appendix B.

RECORDS: All City records concerning this project are open for review and/or audit by representatives of MDT or the Legislative Auditor at any reasonable time.

PAYMENT: The City will submit a monthly billing and a narrative summary of the work done in the preceding month on or before the 10th of the current month. MDT agrees to make payment within 30 calendar days of receipt of the billings.

TERMINATION: This agreement may be terminated upon sixty (60) days written notice, delivered by certified mail, return receipt requested, by either party. Upon service of such notice, MDT is liable only for work completed as of the date of the notice.

MEETINGS: The City and MDT agree to meet as needed to discuss the performance of this contract with, as a minimum, be one meeting per quarter to assess the effectiveness of this program.

COMPENSATED DAMAGES: It is understood that any damages caused by third parties that can be collected from third parties will be repaired by the City, and a billing for these repairs shall be sent to MDT along with any documentation which the City has available to help MDT in making the collection. MDT shall pay the City for these repairs on an actual documented cost. Payment under this provision shall be in addition to the payment detailed in Appendix B.

PRIORITIES FOR CONSTRUCTION OR RECONSTRUCTION: The City will rate all potential improvements using a uniform set of criteria. No special or different criteria will be used on the streets covered in this Agreement.

CONTROLS OF ACCESS AND UTILITIES: The control of access and utilities within these streets remains with MDT.

HOLD HARMLESS/INDEMNIFICATION: The State agrees to hold harmless and/or indemnify the City for damages resulting from the construction or design done by the State of the streets and areas covered

by this Agreement. This hold harmless /indemnification clause shall not cover damages that are caused either directly or indirectly by the work done by the City pursuant to this agreement. The City will defend, protect, indemnify and hold harmless the State, its elected and appointed officials, and MDT from any and all claims, losses, damage or causes of action arising from or due to, or allegedly arising from or due to the acts, omissions or manner of performance of any of the services or duties under this agreement to be performed by the City or its contractor or subcontractor, including any claims by employees or third persons, except that the City is not responsible for any liability arising from the negligence of MDT.

LAW AND VENUE: This agreement is governed by the laws of Montana. The parties agree that, in the event of any dispute concerning this agreement, any litigation must be brought in the First Judicial District, in and for Lewis and Clark County.

CIVIL RIGHTS COMPLIANCE: The City must comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws and those laws referred to in the two-page notice attached hereto, which is made a part of this agreement by its reference.

ENTIRE AGREEMENT: This document, with its appendixes and the notice, contains the entire agreement between the parties, and no statements, promises or inducements made by either party or its agents which in any way modifies, alters or changes the contents of this document is binding. Any subsequent modification must be done by a separate written document.

IN WITNESS THEREOF, the parties hereto caused this agreement to be executed in duplicate by their duly authorized officers.

STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
District Administrator

Approved as to Legal Content: _____
MDT Legal Services

CITY OF GREAT FALLS

By: _____ Date: _____

ATTEST:

- Enclosures:
NONDISCRIMINATION NOTICE
APPENDIX A Location of Traffic Signals/Flashers Covered by this Agreement.
APPENDIX B Reimbursement Breakdown.
APPENDIX C Traffic Signal Preventative Maintenance Schedule.

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, the City of Great Falls (hereafter in this Section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations, Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party’s obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party’s noncompliance with the nondiscrimination provision of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such actions with respect to any subcontracts or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the

Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, §49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **“The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party.”**
- (3) All video recordings produced and created under contract and/or agreement will be closed captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR §26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Party shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Party to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

APPENDIX A – Location of Traffic Signals/Flashers Covered by this Agreement

<u>Street/ Intersection</u>	<u>Street/ Intersection</u>	<u>Street/ Intersection</u>
10th S. Fox Farm	2nd N. 6th St.	NW Bypass 6th St.
10th S. 2nd St.	2nd N. 9th St.	3rd St. NW 14th Ave.
10th S. 5th St.	2nd N. 14th St.	Smelter 5th St.
10th S. 7th St.	2nd N. 15th St.	Smelter 6th St.
10th S. 9th St.	2nd N. 25th St.	Smelter 8th St.
10th S. 11th St.	2nd N. 26th St.	Smelter 10th St.
10th S. 13th St.	2nd N. 38th St.	15th St. N. Bridge
10th S. 14th St.	2nd N. 57th St.	15th St. S. Bridge
10th S. 15th St.	1st N. 2nd St.	6th S. 14th St.
10th S. 20th St.	1st N. 3rd St.	6th S. 15th St.
10th S. 23rd St.	1st N. 4th St.	8th N. 14th St.
10th S. 25th St.	1st N. 5th St.	8th N. 15th St.
10th S. 26th St.	1st N. 6th St.	Central Ave. 14th St.
10th S. 32nd St.	1st N. 7th St.	Central Ave. 15th St.
10th S. 38th St.	1st N. 9th St.	Central W. 3rd St.
10th S. 39th St.	1st N. 14th St.	Central W. 6th St.
10th S. 43rd St.	1st N. 15th St.	Central W. 9th St.
10th S. 49th St.	1st N. 25th St.	River Dr. 9th St.
10th S. 57th St.	1st N. 26th St.	River Dr. 38th St.
2nd N. 3rd St.	1st N. Park Drive	14th SW I-315 ramp
2nd N. 4th St.	1st N. River Drive	14th SW 16th Ave.
2nd N. 5th St.	NW Bypass 3rd St.	Caution Flashers

APPENDIX B - Reimbursement Breakdown

1. Labor

Signal tech FY2013 \$ 42.15/Hr

- a. Hourly labor includes payroll additive plus 12% overhead.
- b. Maintenance labor on signals will be paid at the above rates for normal work day schedules.
- c. Overtime will be paid in accordance with City collective bargaining agreements. Generally, call back is 4 hours minimum for signal techs.

2. Direct Non-Labor

a. Equipment

- i. Signal Bucket Truck FY2013 \$42.50/Hr
- ii. F250 Utility Truck FY2013 \$20.00/Hr
- iii. Other equipment needed for maintenance or emergency repairs will be charged at prevailing local rental rates.

b. Materials

- i. Traffic signal parts, materials, electronic equipment and components purchased for MDT signals will be billed to MDT on a cost plus ten percent (10 %) basis.
- ii. City-owned signal materials, and miscellaneous parts, electronic equipment and components used on MDT signals will be charged at the City's normal billing cost.

APPENDIX C – Traffic Signal Preventative Maintenance Schedule

Every Two Years:

Signal Faces/Border Backplates/Visors/Signal Heads/ Pedestrian Heads – Review signal indications/pedestrian indications to ensure the signal is securely fastened to the support structure – repair/replace damaged equipment as needed; paint the signal backplates and visors as needed but not less than once every four years; paint the signal indications (housings) as needed during these inspections.

Structural Review – Review the traffic signal support structure every two years checking for pole damage due to oversized loads, errant vehicles, fatigue, etc., – repair or replace damaged components with consultation from MDT; review all bolted connections to ensure proper tension of each bolt; review all tenon caps, end of mast arm caps, post top covers, and hand hole covers are in place and securely fastened to the structure – repair/replace as needed.

Annually:

Conflict Monitor Checks – Automated test and verification with electronic report of each conflict monitor tested.

Emergency Vehicle Detection (Opticom) – Equipment inspection for proper operation, clean lenses and check range of detection.

Railroad Interconnect – Meet with the respective railroad to review proper operation of railroad/traffic signal interface to ensure proper operation during railroad pre-empt.

Cabinet Cleaning/Inspection – Clean the interior of the traffic signal cabinet by blowing/vacuuuming excess dirt/debris from the inside of the cabinet; clean filter material or replace on an as needed basis; remove graffiti from exterior of cabinet; review fan, heater, and interior cabinet light for proper operation – replace as needed; check terminal connections including field wiring terminals and cabinet terminations for loose/missing screws – tighten/replace/repair as needed.

Pull Boxes – Review pull boxes and pull box lids to ensure no damage to the pull boxes/lids or internal wiring – repair/replace as needed.

Electrical Services – Review each electrical service to ensure proper working order – meter base/meter main has locks and is locked at the time of inspection; no damage has occurred due to crashes with vehicles; all conduit, standoffs, weather head, and all associated wiring appears to be in good working condition.

Semi-annually:

Review Vehicle/Pedestrian Detection – Ensure vehicle detectors are working properly by observing detection zones, receipt of vehicle call on detector and placement of the call on the appropriate controller phase. Ensure all pedestrian pushbuttons are in proper working order by placing a call from each pedestrian pushbutton to the respective phase on the controller.

Review traffic signal connectivity by ensuring each signal is properly communicating with the master controller via the communications medium for the particular intersection – wireless or hardwire telemetry.

Review traffic signal coordination to ensure the controller is running in coordination as designed.

Quarterly:

Operational review of each intersection quarterly to consist of a “drive through” review of the traffic signal operation. The review should look for problems that have not been identified by the traveling public or recognized from the previous review. Items to look for are stuck pedestrian pushbuttons, false vehicle calls, loose signal indications, missing/loose visors, bent backplates, dents/scrapes/damage to the traffic signal poles, etc., - fix or repair as needed.

As Needed:

Underground Locates – locate underground facilities at the signalized intersections included within this contract and as requested.

Additional work that is identified while traveling around the city, or to and from an intersection, or as reported from co-workers/traveling public.

Meetings:

Attend meetings regarding traffic signal design/operation/maintenance as requested and as time permits at no additional charge to the state.

Training:

Attend training regarding traffic signal design/operation/maintenance as requested and as time permits at no additional charge to the state.

MDT will consider, on a case by case basis, additional compensation for employees to attend training that mutually benefits both parties and is approved by MDT in writing prior to attendance of the training.

General:

All activities listed above are to be done concurrently to the greatest extent possible, e.g., quarterly reviews should be combined with semi-annual/annual reviews and semi-annual reviews should be combined with annual reviews, etc.