

CITY OF MISSOULA
2015-2016 State Maintenance Contract
(FY 2016 and FY 2017)

This Agreement is between the City of Missoula and the Montana Department of Transportation (MDT), to define the Street and Traffic Control maintenance responsibilities of the City and MDT, in accordance with State Law which 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 two years beginning July 1, 2015 and will end on June 30, 2017.

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 intersecting streets for a distance of 15' or to the end of the curb radius return whichever is greater, 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 street maintenance activities including, but not limited to, patching, crack sealing, overlays, storm sewer repair and replacement, snow plowing, snow removal, ice control, sweeping, signal maintenance, striping, sign replacement, vegetation control and other normally accepted preventive maintenance practices. The Agreement specifically excludes any activity commonly known as bridge repair including, but not limited to, railing replacement, deck repair, and structural repair, for any structure over twenty feet long.

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

1. **TRAFFIC CONTROL MAINTENANCE ACTIVITIES:**
 - A) MDT will make payment to Northwestern Energy for electrical energy for signals, lights, school flashers, and pumps presently on state streets and intersections as identified in Appendix A.
 - B) City will provide all maintenance necessary to operate the Traffic Control System, MDT will reimburse City in accordance with Appendix B for costs of labor and equipment required for the proper maintenance of the Traffic Control System. At MDT's option, traffic control materials and parts will be provided by MDT or MDT will reimburse the City on an actual cost basis. The City Traffic Engineer, or his designate, is authorized to modify traffic signal timing after approval is received from Helena Headquarters MDT Traffic Engineer, Missoula District Administrator, Missoula Maintenance Chief, or their designee. The City Traffic Engineer, or his designate, may place traffic signals in the flash mode if it is deemed an emergency. The City may perform street light and traffic signal maintenance services on other state routes within the city limits that are not listed in Appendix A and outside the city limits as desired by the Montana Department of Transportation. These services shall be extra and the actual cost of labor, materials and equipment shall be billed to the

Montana Department of Transportation. This will be in addition to the payment detailed in Appendix B.

- C) For purposes of this Agreement, the Traffic Control System includes all items covered in Part II (excluding 2B-31 Urban Parking and Stopping signs, 2D-39 Street name signs, 2D-4 Parking area signs and 2D-41 Park and Ride Signs), Part III, Part IV, Part V and Part VII of the Manual on Uniform Traffic Control Devices, dated 2009 with revisions thereto. The City will furnish labor and materials to maintain all stop signs within the State's right-of-way on the State maintained routes. The City will furnish the labor for the maintenance of regulatory, warning and guide signs. Materials, including signs, posts and hardware, shall be supplied by the Montana Department of Transportation. Excluded from this activity are those signs and supports which require special equipment not possessed by the City. In particular these would include, but not be limited to, the large overhead guide signs. Also excluded from this activity are all signs within the interstate right-of-way and all signs associated with the interstate system within the interchange area.
- D) Enforcement of right-of-way encroachment activities include permitting and inspection of all activities conducted within the public right-of-way. The City shall issue all permits for excavations, curb and sidewalk construction and reconstruction, right-of-way usage, utility occupancy and driveways and approaches on all of the Functionally Classified Routes. A copy of all such permits issued shall be forwarded to the State, within 10 working days of issuance. On the National Highway System Routes the City shall receive, review, comment and prepare the appropriate document for the above mentioned encroachments and submit it to the State for concurrence and approval. The State shall retain the final approval right for all Encroachments, Utilities, Driveways and Approaches on the National Highway System. The City shall use the following forms for these encroachments:

Utility Occupancy	MDT-ROWUTL-967
Driveways and Approaches	MDT-MAI-006
Other Encroachments	MDT-MAI-007

The State and City also agree that all City ordinances regarding public right-of-way and all State requirements shall apply, and in those cases where the two shall conflict, the most stringent shall govern. This shall also specifically include the right of the city to order the construction or reconstruction of curb, gutter and sidewalk in accordance with the City's adopted procedures, provided that the plans for such construction or reconstruction are approved by the State.

- E) Pavement and curb markings activity will comply with MUTCD and State standards for pavement markings. Changes in lane markings or street configurations must be approved by the Missoula District Engineer or Missoula Maintenance Chief. Basic maintenance of pavement and curb markings are performed using standard traffic paint and beads. Frequency of application of pavement markings will be a minimum of once a year or as necessary. When requested, the State will provide drawings or

sketches identifying geometrics of the pavement markings on each route and at signalized intersections. The State will furnish all paint and glass beads. Maintenance of all plastic and/or tape pavement markings may be done as requested by the City and approved by the Area Maintenance Chief, and will be included as a special project in accordance with special projects of this Agreement. MDT Shall reimburse the city for Epoxy Paint and Glass Beads needed for Epoxy stripping on the Higgins-Hill-Beckwith roundabout. The city shall be responsible for application and or contractor provided application costs associated with the epoxy stripping on the Higgins-Hill-Beckwith roundabout.

2. **STREET CLEANING ACTIVITIES:**

The City will clean and sweep the specified streets as listed in Appendix A with the addition of Broadway from MDT facility at 2100 W. Broadway to the intersection with Reserve on the same sweeping and cleaning schedule that they are providing for all City arterial streets. MDT shall reimburse the City for cost of all labor, equipment and material used in this operation in accordance with Appendix B. Weather permitting, the City will provide street cleaning for approximately 118 lane miles per month.

3. **STORM SEWER MAINTENANCE:**

The City will provide periodic maintenance of the drainage systems to keep the system in working order. When failure of any part of the system occurs, the City will notify MDT for special project type work. Special project work, which may include the installation of extra sumps, will be at extra cost to MDT, as both parties may agree upon. MDT shall provide periodic service and scheduled maintenance for the Orange Street pump station.

4. **SNOW REMOVAL AND ICE CONTROL:**

The City will provide snow removal and ice control on the streets specified in Appendix A on the same snow removal and ice control schedule that they are providing for all City arterial streets. This activity includes the snow removal from the sidewalks on the Madison Street Bridge, Higgins Street Bridge, Russell Street Bridge, Clark Fork River Bridges on Reserve Street, and the Broadway Overpass on Reserve Street. De-icer, in lieu of sanding materials, will be used in accordance with regulations adopted by the Missoula City/County Air Pollution Control Board. De-icer products used on City streets shall be subject to approval by the City of Missoula. MDT shall reimburse the City for cost of all labor and equipment used in this operation in accordance with Appendix B.

De-icer will be billed to MDT quarterly, the amount to be billed based on the following formula. Percentage of employee hours spent on snow removal and ice control of streets and intersections in Appendix A times the total cost of de-icer material purchased by the city.

In the event of an emergency snow hauling operation, MDT will be requested to furnish additional equipment. If MDT equipment is not available, extra costs for rent of additional equipment will be billed to MDT. This payment is in addition to the payment detailed in Appendix B.

Historically this percentage has been between 40-49%. The quarterly billing will list total hours spent on snow removal and ice control for the City, and total hours spent on those listed in Appendix A, as well as total cost of de-icer material.

5. **SURFACE PATCHING:**

The City will patch the streets detailed herein on the same patching schedule that they are providing for all City arterial streets. MDT shall reimburse the City for cost of all labor, equipment and material used in this operation in accordance with Appendix B. Major patching repairs and any special equipment rental such as a milling machine will be negotiated as a Special Project Activity. MDT Shall provide the city with Concrete Patching Material for concrete pavement patching needs on Reserve Street and other concrete surfaces covered in this agreement.

6. **INTERCHANGE PARKS, WEED CONTROL AND TREE MAINTENANCE:**

Includes the maintenance of the park areas adjacent to both the Van Buren Street and Orange Street Interchanges, Orange Street River Bridge area and the park area at the corner of Broadway and Reserve St., weed mowing and control on all the routes, snow removal at 1) Van Buren Street Bridge, 2) Greenough Street Bridge, and 3) the Orange Street Underpass, and tree trimming along all the routes contained in the agreement, except for trees on Reserve Street. MDT shall provide chemical control of nuisance weeds in and adjacent to the guardrail areas on South Reserve Street. The city shall provide mechanical control if necessary on the a fore mentioned part of South Reserve Street.

7. **SPECIAL PROJECT ACTIVITIES:**

Special Project activities include any activity, which is not part of the basic maintenance service. This would include costs associated with railroad crossings, seal coats, overlays, major repairs, etc. Special project activities will be negotiated and paid for separate from this Agreement. See appendix C for special projects.

MONTANA PRODUCT PREFERENCE: City will provide Montana-made goods where those goods are comparable in price and quality to those required by this Agreement pursuant to §18-1-112(1), MCA.

COSTS: The costs associated with this Agreement shall be as shown in Appendix B. This shall be a lump sum cost for the maintenance portion of the Agreement, and shall be paid to the City on a quarterly basis on the schedule shown in Appendix B.

In the event that during any session of the state legislature during the term of this Agreement a reduction of funding is directed for operation of MDT, the City and MDT shall reopen this agreement to renegotiate the scope of services and fees, as may be necessary.

RECORDS: The labor, equipment and materials used on the streets covered in this Agreement shall be assigned a special budget category by the City. No record keeping shall be attempted to break contractual costs against individual streets that are covered in this Agreement. 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. Records must be maintained for a period of three years after this agreement terminate.

PAYMENT: The City shall submit quarterly billing and a narrative summary of the work done in the preceding quarter on or before the 10th day of the current month following quarter. MDT agrees to make payment within 20 calendar days of receipt of the billings.

TERMINATION: This Agreement may be terminated upon thirty 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.

QUARTERLY MEETING: There shall, at a minimum, be one meeting per calendar quarter to assess the effectiveness of this program and to ensure that budgeting restraints are met. Either party to this Agreement may have any staff present.

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 plus 10% administration and overhead. Payment under this provision shall be in addition to the payment detailed in Appendix B.

CONTROL OF ACCESS AND UTILITIES: The control of access and utilities within these streets remains with MDT. The City shall manage this program for MDT as per 1.D.

HOLD HARMLESS/INDEMNIFICATION: The City will defend, protect, indemnify and hold harmless the State, its elected and appointed officials, and the Department 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 sole negligence of the State.

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 & Clark County.

CIVIL RIGHTS COMPLIANCE: City must comply with all applicable Federal and State laws including, but not limited to, prevailing wage laws, workers compensation, and those laws referred to in the two-page NOTICE attached hereto, which is made a part of this Agreement by its reference. City further agrees to impose the same duties and obligations on any contractor or subcontractor performing work under this agreement.

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: _____
Attorney, Legal Services

CITY OF MISSOULA, MONTANA Date: _____

ATTEST:

APPROVED:

Martha L. Rehbein, CMC, City Clerk

John Engen, Mayor

Enclosures:

NOTICE

APPENDIX A - LIST OF STREETS AND INTERSECTIONS

APPENDIX B - REIMBURSEMENT BREAKDOWN

APPENDIX C - YEARLY SPECIAL STATE PROJECTS

NOTICE

During the performance of this Agreement, the City, 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 City 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 though only State funding is here involved.
- (2) Nondiscrimination: The City, 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 City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the City for work to be performed under a subcontract, including procurements of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the City of the City's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: City 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 Department or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City 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 City's noncompliance with the nondiscrimination provisions of this Agreement, Department may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) withholding payments to the City under the Agreement until the City complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: City 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. City will take such action with respect to any subcontract or procurement as the Department or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event City is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the City may request the Department to enter into the litigation to protect the interests of the State, and, in addition, the City 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, City 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) City will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) City will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"City 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 City. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the City."**

APPENDIX A

<u>Road</u>	<u>Intersection</u>		
Broadway, NH Route N-131E from the Montana Department of Transportation entrance to the entrance to Ben Hughes Subdivision.	Maple	Birch	Mullan
	Sherwood	Cooper	Russell
	Byron Street	Burns	Cowper
	Toole	California	Burton
	Hawthorne	Scott	
	May	McCormick	Owen
	North Orange	Woody	Ryman
	Higgins	Pattee	Washington
	Adams	Jefferson	Madison
	Jackson	VanBuren	Daniel Drive
North Easy			
Van Buren, NH Route N-7N from the westbound I-90 ramps to Broadway.	I-90	Broadway	East Front
Higgins, NH Route between 5th and 6th N-107N from Broadway to Pattee Canyon Drive.	West Broadway	Main	East Front
	Bank	Third (3 rd)	Fourth (4 th)
	Fifth (5 th)	Sixth (6 th)	Brooks
	Connell Avenue	Roosevelt	Blaine
	Daly	University	Tremont
	Plymouth	McLeod	Florence
	Ford	Keith	East Beckwith
	Hill	West Beckwith	Evans
	Mount	Burlington	Strand
	Beverly	Kensington	Woodworth
	North	Kent	Central
	Sussex	South	Livingston
	Dearborn	Fairview	Benton
	Mary	Sentinel	PatteeCr. Dr.
	South West Higgins from Pattee Canyon Drive to 39 th Street.	Pattee Cr. Dr.	Dixon
Thirty Fourth (34 th)		Bancroft	Stephens (Highpark)
Thirty Ninth (39th) from S.W. Higgins Avenue to Russell Street.	South Russell (Hillview)		
Brooks, NH-Route N-7N from Higgins Avenue to the Buckhouse Bridge.	Higgins	Roosevelt	Tremont
	Florence	West Beckwith	Crosby
	West Fanklin	Bickford	Addison
Mount	Burlington	Woodford	

APPENDIX A (CONT)

<u>Road</u>	<u>Intersection</u>		
Brooks (cont'd)	Strand	Kensington	Edith
	North	Stephens	Kent
	Regent	Central	Oxford
	Sussex	South	Russell
	Livington	Dearborn	Washburn
	Catlin	Fairview	Garfield
	Agnes	Grant	Harve
	Ernest	Dixon	Paxson
	Brooks	Reserve	Miller Creek
Orange, NH Route N-130N from I-90 to Stephens Avenue.	I-90	N. 3 rd St. W.	N. 2 nd St. W
	Worden Avenue	Alder	Spruce
	Pine	Broadway	Main
	Front	Cregg Lane	River Street
		First (1 st)	Second (2 nd)
	Third (3 rd)		Fourth (4 th)
	Fifth (5 th)	Sixth (6 th)	Stephens
Stephens, NH Route N-130N from Orange Street to Brooks Street.	Orange	Florence	Beckwith
	Crosby	Franklin	Bickford
	Addison	Harlem	Knowles
	Mount	Burlington	Strand
	Kensington	North	Brooks
Russell , NH Route N-129N from Broadway to 39 th Street.	Broadway	River Road	
	Idaho St.	Montana St.	Wyoming St.
	Dakota St.	Milwaukee Way	Prince St.
	S 1 st St West	S 2 nd St. West	
	S. 3 rd St. W.	S. 4 th St. W.	S. 5 th St. W.
	S. 6 th St. W.	S. 7 th St. W.	S. 7 th St. W.
			(Hart/Addison)
	Kern	Tenth (10 th)	Eleventh (11 th)
	Ronan	Lawrence	Longstaff
	Mount	Burlington	Strand
	Kensington		
Maurice from South Fifth Street to South Sixth Street.	South Fifth (5 th)	South Sixth (6 th)	

APPENDIX A (CONT)

<u>Road</u>	<u>Intersection</u>		
Fifth (5th) Street East, NH Route N-107N from Maurice Avenue to Higgins Avenue.	Higgins	Gerald	Ronald
	Hilda	Helena	Arthur
	Maurice	Van Buren	
Sixth (6th) Street East , NH Route N-7N from Maurice Avenue to Higgins Avenue.	Higgins	Gerald	Ronald
	Hilda	Helena	Arthur
	Maurice	Van Buren	
Madison Street , NH Route N-107N from Broadway to South Fifth Street.	Broadway	Fifth (5 th) East	Sixth (6 th) East
Reserve Street , NH Route N-92N from I-90 to Brooks Street including the ramps on West Broadway.	I-90	Michael Road	Grant Creek Rd.
	Schramm	Express Way Ln	Howard Raser
	Stockyard Rd. / International Way	Broadway	England Blvd
	Tina	American Way	Union Pacific
	Palmer Street	Mullan Road	Clark Fork Dr.
	River Road	Third (3 rd)	Fourth (4 th)
	Olofson	Fifth (5 th)	Seventh (7 th)
	Eighth (8 th)	S. 9 th St. W.	Spurgin
	Sunset	Fourteenth (14 th)	McIntosh Loop
	Mount	Poole Lane	Dirk Drive
	North	West Kent	West Central
	South	Dearborn	Benton
	Mary	Agnes	Harve
	Ernest	Dixon	McDonald
	Old 93 South		
Arthur from South Fifth Street to South Sixth Street.	South Fifth (5 th)	South Sixth (6 th)	

APPENDIX B

Street Division Maintenance

		2015/2016	2016/2017
<u>Street Cleaning</u>	Labor	\$70,336	\$72,094
	Equip./Materials	<u>72,958</u>	<u>74,782</u>
		143,294	146,876
<u>Street Surface Maintenance and Repair</u>	Labor	\$21,766	\$22,310
	Equip./Materials	<u>23,297</u>	<u>23,880</u>
		45,063	46,190
<u>Snow Removal/Ice Control</u>	Labor	\$35,205	\$36,085
	Equipment	<u>49,350</u>	<u>50,584</u>
		84,555	86,669
<u>Storm Drain/Maintenance and Repair</u>	Labor	\$ 6,124	\$ 6,277
	Equip./Materials	<u>6,425</u>	<u>6,586</u>
		12,549	12,863
<u>Supervision Management</u>	Labor/Equipment	<u>\$ 12,951</u>	<u>\$13,275</u>
		12,951	13,275
Total Street Division		\$298,412	\$305,872
<u>Administrative/Overhead And Encroachment by Public Works</u>	Labor/Equipment	\$ 19,436	\$ 19,922
<u>Interchange Parks, Weed Control, Tree Maintenance by Parks Department</u>	Orange Street Interchange	\$ 8,956	9,180
	VanBuren Street Interchange	30,995	31,770
	Weed Mowing	3,476	3,563
	Snow Removal	2,782	2,852
	Tree Trimming	5,211	5,341
	West Broadway Maintenance	6,952	7,126
	Orange St.Underpass	1,529	1,567
	Orange St. Bridge(1 st to front)	<u>8,417</u>	<u>8,627</u>
Total Park Department		\$68,318	\$70,026

APPENDIX B (CONT)

<u>Traffic Control/Sign Shop</u>	Labor	\$41,138	\$42,167
	Equipment	28,906	29,629
	Materials	<u>9,889</u>	<u>10,136</u>
		\$79,934	\$81,932
Total Maintenance Contract		FY2016/2015	FY2017/2016
	Street Division	298,411	305,872
	Public Works	19,436	19,922
	Parks Department	68,318	70,026
	Traffic Control	<u>79,934</u>	<u>81,932</u>
	<u>TOTAL MAINTENANCE</u>	<u>\$466,099</u>	<u>\$477,752</u>

Approved For Fiscal Year 2016-2017

State of Montana Date:
Department of Transportation

City of Missoula Date: