

GM 1359
GENERAL MAINTENANCE AGREEMENT

This **AGREEMENT** made and entered into this 14th day of February, 2002, is by and between the **State of Washington**, Department of Transportation, acting through the Secretary of Transportation, hereinafter called the "**STATE**", and the City of Mukilteo in Snohomish County, hereinafter called the "**CITY**", acting through the chief executive of the **CITY**, hereinafter called the **Mayor**".

WHEREAS, the **CITY** owns certain traffic signal systems, and

WHEREAS, it would be to the mutual benefit of the **STATE** and the **CITY** for the **STATE** to perform the operation and maintenance of those traffic signal systems to the extent set forth in this Agreement and to establish, in writing, each party's responsibility.

NOW THEREFORE, by virtue of **RCW 47.28.140** and in consideration of the terms, conditions, covenants, and performance contained herein or attached and made part of, IT IS MUTUALLY AGREED AS FOLLOWS:

I
GENERAL

The **STATE** agrees to perform certain activities regarding the maintenance and operation of the designated traffic signal systems owned by the **CITY** as identified in Exhibit "A" attached hereto and by this reference made part of this Agreement.

The **CITY** and **STATE** will meet as necessary, at a minimum annually, to review matters related to coordination, system changes, and maintenance and operations for the **CITY** - owned traffic signal systems. The **STATE** will coordinate the review of modifications of the systems with the **CITY** prior to implementation. However, the **STATE** may undertake such repairs as are necessary, in the exercise of its reasonable discretion, to remedy any immediate traffic hazard without prior notice or consultation with the **CITY**. The **STATE** is responsible for implementing and maintaining necessary traffic control while making such repairs.

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II STATE RESPONSIBILITY

As to the traffic signal systems identified in Exhibit "A," the **STATE** shall be responsible to perform the following tasks:

A. Signal Timing.

1. Perform original signal phasing and timing plans and all revisions thereto, as determined by the **STATE**. All such plans and revisions, except for temporary changes related to maintenance, shall be reviewed by the **CITY** before the plan and/or any revisions are implemented.

A. Routine Maintenance and Operation.

Provide routine maintenance and operation, which shall involve the performance of the following activities:

1. Day to day operation of signal timing, to include coordination and adjustments.
2. Removal and replacement of failed components (i.e. load switches, loop amplifiers, conflict monitors, etc.) inside the control cabinet. These components, installed by the **STATE** shall be replaced with **CITY** owned components or the **CITY** may purchase a new component from the **STATE**.
3. Replacing signal lamps that burn out.
4. Annual signal head cleaning and re-lamping.
5. Maintaining all associated interconnects.
6. Maintaining accurate maintenance records, as to the time and materials used in completing the various tasks for each location.
7. Routine preventative maintenance consistent with the **STATE'S** current preventative maintenance standards.

C. Emergency Maintenance

1. The **STATE** agrees to perform emergency maintenance on said traffic signal systems at **CITY** expense. Emergency maintenance includes repair or replacement of traffic signal systems or components and the necessary traffic control for **STATE** workers to perform the work. The **STATE** shall notify the **CITY** within 24 hours of the emergency work as to any relevant information the **STATE** may possess if the damage was caused by a third party.

D. Replacement or repair caused by accidents, vandalism, adverse weather or unanticipated forces or action.

1. The **STATE** agrees to perform replacement or repair of the traffic signal system components at **CITY** expense if the damage was caused by accidents, vandalism, adverse weather or unanticipated forces or actions.
2. The **STATE** shall notify the **CITY** within 24 hours of the replacement or repair work as to any relevant information the **STATE** may possess if the damage was caused by a third party.

E. Additional work

The **STATE** will not perform work except as covered by paragraphs A, B, C and D above, except that the **CITY** may request that the **STATE** perform additional work at **CITY** expense. In that event, the parties will enter into a Signal Assignment For Repair Or Replacement, as shown in Exhibit "D" attached hereto and by this reference made a part of this Agreement.

F. Standards

Work to be performed by the **STATE** will be consistent with current **STATE** practices concerning the operation and maintenance of traffic signal systems as set forth as follows:

1. Components employed in traffic signal systems, Intelligent Transportation Systems (ITS) or any other electrical installation will conform to requirements of WAC 296-46A-104 Traffic management systems.
2. Work will be performed in accordance with section 2500, 2600 and 2700 (if illumination maintenance is included in the Agreement) of the current Time Standards Manual M54-05 for maintenance procedures for traffic signals, highway lighting and ITS equipment.

3. Work performed on these signal systems will be documented in Signal Maintenance Management records.

III CITY RESPONSIBILITY

The **CITY'S** responsibilities regarding the designated traffic signal systems identified in Exhibit "A" shall include the following:

- A. Payment of operational power costs associated with all signals.
- B. Maintain **CITY** owned intersection illumination.
- C. Provide maintenance, operation, repair and replacement activities that are not covered in Section II, **STATE RESPONSIBILITY** of this Agreement.
- D. Request the **STATE** to perform repair or replacement work of the signal systems by using the Signal Assignment For Repair form as shown in Exhibit "D".

IV SIGNAL ASSIGNMENT or DELETION

This Agreement may be amended to add or delete **CITY** owned traffic signal systems by way of a Signal Assignment or Deletion document, as shown in Exhibit "C" attached hereto and by reference made a part of this Agreement. The supplemental document shall include as a minimum a description of the signal installation(s) to be added or deleted and the system(s) precise location. The effective date of coverage or deletion shall be defined in the Signal Assignment or Deletion document.

The Signal Assignment or Deletion form shall be signed on behalf of the **STATE** by the Regional Administrator or his/her designee. The **CITY** shall review the Signal Assignment or Deletion document and indicate concurrence by authorized signature, and returning one copy of the document with original signatures to the **STATE**.

A signal may be deleted from this **AGREEMENT** at the discretion of either party upon 30 days written notice to the other.

V
PAYMENT AND ASSOCIATED COST

The estimated cost of routine maintenance and operation in (the current year) is as defined in Exhibit "B" attached hereto and by reference made part of this Agreement. The **CITY** agrees to set aside funds for payment to the **STATE** for such work in this amount. It is anticipated that actual costs will rise in subsequent years as materials, wages and other costs increase.

The **CITY** further agrees to reimburse the **STATE** for the actual cost of work covered by this Agreement including additional work for emergency maintenance and additional work performed at the request of the **CITY**. Payments shall be made upon presentation of progress billings by the **STATE**, and within thirty (30) days after the **CITY** has received each billing.

The **CITY** agrees that if payment for the work is not made within forty-five (45) days after the **CITY** has been billed for the work, the **STATE** may withhold any monies which the **CITY** is entitled to receive from the Motor Vehicle Fund and apply the withheld monies to the amount billed by the **STATE** until satisfied. The withholding shall not apply if, in the State's good faith opinion, the amounts owed are subject to a bona fide dispute.

During the progress of any and all work assigned to the **STATE**, and for a period of not less than three years from the date of payment to the **STATE** for that work the records and accounts pertaining to said work and accounting therefore are to be kept available for inspection and audit by the **CITY**. Copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request to the **CITY**.

If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three year retention period.

In the event that it is determined that an overpayment has been made to the **STATE** by the **CITY**, the **CITY** will bill the **STATE** for the amount of overpayment.

VI
RIGHT OF ENTRY

The **CITY** grants the **STATE** access to **CITY** right-of-way for the purpose of performing operation, maintenance, repair or replacement of the signal systems designated in Exhibit "A" and any systems that are added to this **AGREEMENT** by way of the Signal Assignment document Exhibit "C".

VII TERM OF AGREEMENT

The term of this **AGREEMENT** shall be for up to one year, beginning on the date first entered above, and ending on December 31 of that year. This **AGREEMENT** shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the preceding November 1 of any such year. Failure of either party to notify the other of such termination on or before November 1 of any such year shall cause this **AGREEMENT** to automatically be renewed for the next ensuing calendar year.

Either the **STATE** or the **CITY** may terminate this **AGREEMENT** for any reason with written notice to the other party at the end of sixty (60) calendar days following receipt of notice. Termination of this agreement shall constitute termination of all associated signal assignment documents as well. Upon such notice, the **STATE** shall have no further responsibility of any kind or nature regarding the **CITY'S** traffic signal systems, including any systems that were added to this **AGREEMENT** by amendment.

VIII LEGAL RELATIONS

Each of the **PARTIES** to this **AGREEMENT** shall protect, defend, indemnify, and save harmless the other **PARTY**, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, each of the **PARTY'S** negligent acts or omissions.

No **PARTY** will be required to indemnify, defend, or save harmless the other **PARTY** if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other **PARTY**. Where such claims, suits, or actions result from concurrent negligence of the **PARTIES**, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the **PARTY'S** own negligence. Each of the **PARTIES** agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the **PARTIES**, by mutual negotiation, hereby waives, with respect to each of the other **PARTY** only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the **PARTIES** or combination of the **PARTIES** incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible **PARTY** or combination of the **PARTIES** to the extent of that **PARTY'S**/those **PARTIES'** culpability. This indemnification shall survive the termination of this **AGREEMENT**.

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this **AGREEMENT**, the **PARTIES** hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

All claims brought which arise out of, in connection with, or incident to the execution of this **AGREEMENT** will be forwarded to the **CITY** for initial processing. Any such claims believed to be caused by the concurrent or sole negligence of the **STATE** will be formally tendered to the General Administration/Office of Risk Management for processing pursuant to RCW 4.92.100.

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

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: Thomas E. Lent

NW Region Maintenance Engineer

CITY OF MUKILTEO
of Snohomish County

By: Donald L. Doran, Jr.
DONALD L. DORAN, JR.

Title MAYOR

Date: JAN 15, 2002

Approved As To Form:

J. Will Attridge
Assistant Attorney General

Date: February 12, 2002

Approved As To Form:

By: James E. Haney
JAMES E. HANEY
Attorney for **CITY**

Date: January 25, 2002

EXHIBIT "A"
AGREEMENT GM 1359
VICINITY MAP & LISTING OF SIGNALS

THE STATE WILL BE MAINTAINING AND OPERATING THE SIGNAL SYSTEMS FOR THE LOCAL AGENCY AT THE FOLLOWING LOCATIONS:

1. The intersection of Harbour Reach Drive and Harbour Point Boulevard
Mukilteo, Washington
2. The intersection of Cyrus Way and Harbour Point Boulevard
Mukilteo, Washington

VICINITY MAP

NOT TO SCALE

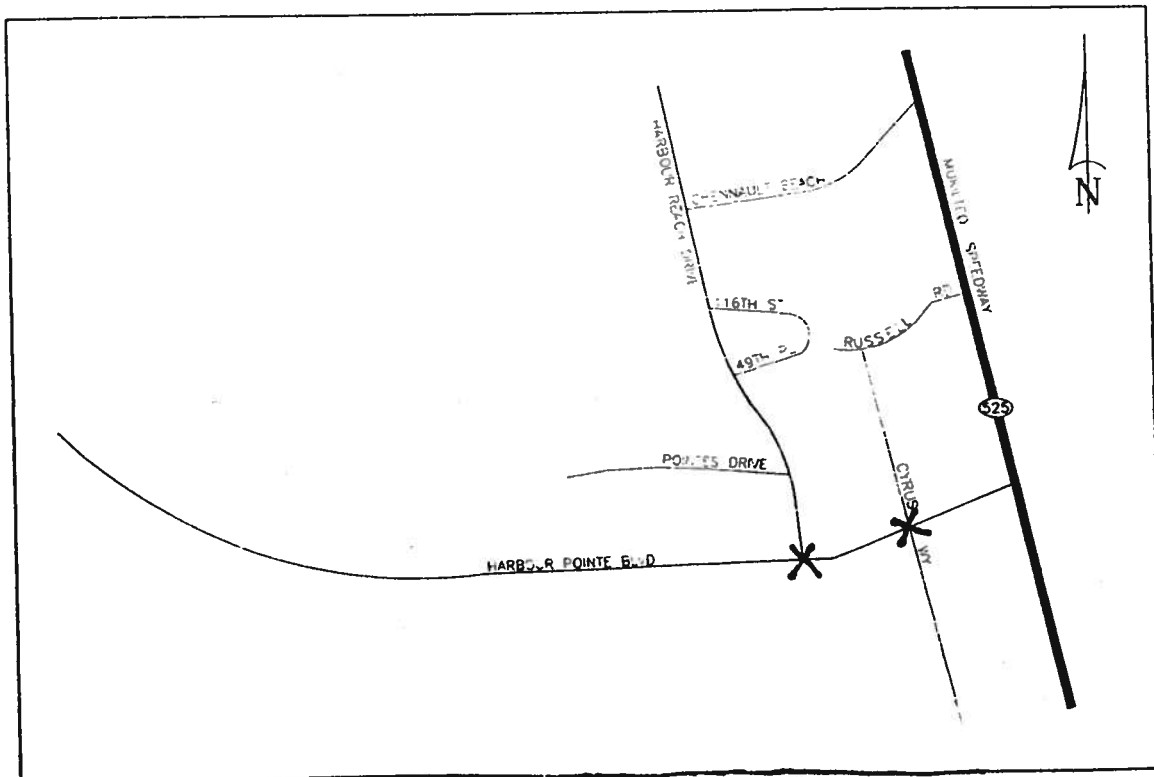


EXHIBIT "B"
AGREEMENT GM 1359

ESTIMATED ANNUAL COST PER INTERSECTION

The annual cost to maintain a traffic signal employing WSDOT Electronics Technicians and Traffic Signal Technicians is shown below. The rates reflect the current personnel costs and do not reflect any cost of living raises that state employees may receive in the future. These figures do not reflect modifications or changes to the signals. Work of that nature must be funded separately:

1. One Annual Traffic Signal Controller cabinet Major Preventive Maintenance (PM). Requires one Electronic Technician 3 with van and takes four hours.

1 Electronic Tech. 3 - 4 hours @ \$35.23 per hour	\$140.92
1 Van - 4 hours @ \$2.77 per hour	\$ 11.08
Material	<u>\$ 50.00</u>
Total	\$202.00

2. Twelve Monthly Minor Traffic Signal PM's. Each PM requires one Electronics Technician 3 with Van and takes one half hour to complete. This comes to six hours per year.

1 Electronics Tech. 3 - 6 hours @ \$35.23 per hour	\$211.38
1 Van - 6 hours @ \$2.77 per hour	\$ 16.62
Material	<u>\$ 10.00</u>
Total	\$238.00

3. One Annual Traffic Signal Lamp Replacement. This procedure requires one Traffic Signal crew consisting of one Traffic Signal Technician 3 and one Traffic Signal Technician 2 with a man lift truck. Each signal requires approximately eight hours to complete.

1 Traffic Signal Tech. 3 - 8 hours @ \$35.23 per hour	\$281.84
1 Traffic Signal Tech. 2 - 8 hours @ \$33.71 per hour	\$269.68
1 Man Lift Truck - 8 hours @ \$12.35 per hour	\$ 98.80
36 Hytron Signal Lamps @ \$1.23 each	\$ 54.00
Miscellaneous material	<u>\$ 20.00</u>
Total	\$724.32

4. Signal Operations. An operations Engineer devotes approximately thirty six (36) hours per year to each signal in an interconnected system.

1 Traffic Engineer 3 - 36 hours @ \$30.54 per hour	\$1099.44
1 Van - 36 hours @ \$2.77 per hour	<u>\$ 99.72</u>
Total	\$1199.16

ESTIMATED ANNUAL COST PER INTERSECTION (Continued)

5. Emergency call outs. This can often be the most difficult area to estimate. Some signals require little or no after hours work while others may fail on a regular basis. Additionally, parts and material requirements can vary drastically. A failed lamp would only cost \$1.23 whereas a signal head destroyed by a high load man run as much as \$900 (in the case of a dog house head). For purposes of this estimate assumed two call outs requiring an Electronics Technician and two requiring a Signal crew per year. In either case each individual receives two hours call back pay at the overtime rate for each occurrence. Material costs are estimated as \$50 per incident.

1 Electronics Technician 3 - 8 hours (4 call back/4 overtime) @ \$46.30	\$370.40
1 Van - 4 hours @ \$2.77	\$ 11.08
Material	<u>\$100.00</u>
Total	\$481.48

1 Traffic Signal Tech. 3 - 8 hours (4 call back/4 overtime) @ \$46.30	\$370.40
1 Traffic Signal Tech. 2 - 8 hours (4 call back/4 overtime) @ \$44.10	\$352.80
1 Man Lift Truck - 4 hours @ \$12.35 per hour	\$ 49.40
Material	<u>\$100.00</u>
Total	\$872.60

6. Contingency factor. A 10% contingency factor is added in to cover oversights or shortfalls.

Contingency - 10% of \$3717.56	\$371.76
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Total Estimated Cost per Signal - \$4089.32

The above rates are in effect for the current year 2001. The rates may be adjusted on January 1st of each succeeding year based upon WSDOT'S actual costs in providing such services. If the Agreement is renewed pursuant to Section VII, the local agency agrees to pay the rates that will be in effect for the ensuing calendar year.

Prepared 6/29/00
Updated 6/18/01

By Northwest Region Signal Maintenance

EXHIBIT "C"
AGREEMENT GM 1359

SIGNAL ASSIGNMENT OR DELETION

This Signal Assignment, made and entered into this _____ day of _____, 2002, is by and between The **State of Washington**, Department of Transportation, by virtue of Title 47 RCW, hereinafter designated as the "**STATE**" and the **City of Mukilteo**, 4480 Chennault Beach Road, Mukilteo, WA 98275; hereinafter called the "**CITY**".

WHEREAS, General Maintenance Agreement Number **GM 1359** entered into between the **STATE** and the **CITY** is incorporated and by this reference, made a part of this Signal Assignment or Deletion as if fully set forth herein.

NOW THEREFORE, it is mutually agreed as follows:

Signal Assignment

The work proposed under this Signal Assignment includes the maintenance of off-system signal systems, which have been constructed in Mukilteo, Washington, at the following locations:

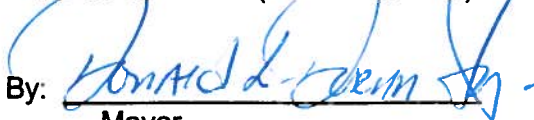
Intersection of Harbour Reach Drive and Harbour Point Boulevard
Intersection of Cyrus Way and Harbour Point Boulevard

Effective Date

The effective date to start the above noted Signal Assignment work is October 1, 2001

IN WITNESS WHEREOF, the parties hereto have executed this Signal Assignment or Deletion as of the day and year first above written.

CITY OF Mukilteo (Snohomish Co.)

By: 
Mayor
DONALD L. DORAN JR.

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: 
NW Region Maintenance Engineer

EXHIBIT "D"
AGREEMENT GM 1359

SIGNAL ASSIGNMENT FOR REPAIR OR REPLACEMENT

This Signal Assignment for Repair or Replacement, made and entered into this _____ day of _____, 200_ by and between The State of Washington, Department of Transportation, by virtue of Title 47 RCW, hereinafter designated as the "**STATE**" and the City of Mukilteo, 4480 Chennault Beach Road, Mukilteo, WA 98275; hereinafter called the "**CITY**".

WHEREAS, Master Agreement Number **GM 1359**, entered into between the **STATE** and the **CITY** is incorporated and by this reference, made a part of this Signal Assignment for Repair or Replacement as if fully set forth herein.

NOW THEREFORE, it is mutually agreed that the following work is to be performed by the **STATE** at **CITY** expense:

1. Description and Location of Existing Facility:

2. Description of Work:

3. Cost (labor, materials and overhead):

4. The effective date to start this Signal Assignment for Repair or Replacement is:

IN WITNESS WHEREOF, the parties hereto have executed this Signal Assignment for Repair or Replacement as of the day and year first above written.

CITY OF Mukilteo
In Snohomish County

By: _____
Mayor
DONALD L. DORAN, JR.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
NW Region Maintenance Engineer