

PUBLIC WORKS AND UTILITIES COMMITTEE

13-0582R

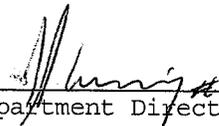
RESOLUTION AUTHORIZING A CONTRACT WITH HUNT ELECTRIC CORP. OF DULUTH FOR THE PURCHASE AND INSTALLATION OF A TRANSIT SIGNAL PRIORITY, EMERGENCY VEHICLE PRIORITY AND SIGNAL CONTROL SYSTEM.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a contract substantially in the form of that on file in the office of the city clerk as public document no. _____, in conjunction with the Duluth Transit Authority ("DTA") for the purchase and installation of transit signal priority ("TSP"), emergency vehicle priority ("EVP") and signal control system with Hunt Electric Corp. of Duluth in the amount of \$815,039, payable from DTA funds.

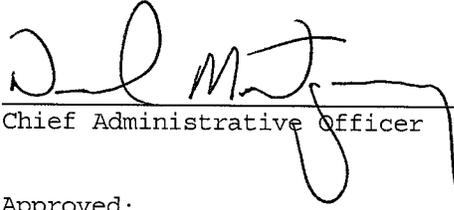
FURTHER RESOLVED, that the proper City officials are hereby authorized to enter in to an agreement substantially in the form of that on file in the office of the city clerk as public document no. _____ with the DTA to operate and maintain the TSP/EVP and signal control system for its useful life.

Approved:



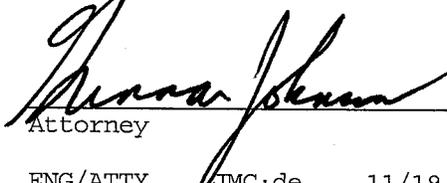
Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

ENG/ATTY JMC:de 11/19/2013

STATEMENT OF PURPOSE: This resolution authorizes a contract in conjunction with the Duluth Transit Authority ("DTA") for the purchase and installation of a transit signal priority, emergency vehicle priority and signal control system. Hunt Electric Corp. was the highest rated proposer of the three companies that responded. The contract will be paid by the DTA with Federal Transit Administration grant funds. The resolution also authorizes an agreement between the City and the DTA for the operation and maintenance of the system by the City with remote access into the system by the DTA for purposes of monitoring and reporting.

AGREEMENT

This Agreement, made as of November 26, 2013, by and between Hunt Electric Corporation, of Duluth, Minnesota, hereafter referred to as "Proposer", and the Duluth Transit Authority, 2402 W. Michigan St., Duluth, MN, hereafter referred to as "DTA" and the City of Duluth, 411 West First Street, Duluth, MN 55802 hereafter referred to as "City". The DTA and the City are hereinafter referred to as "Owners". The Owners and Proposer agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents in priority order consist of the Federal Transit Agency (FTA) requirements, this Contract (including General Conditions and Mandatory Clauses), the RFP (010-12-0030.1) dated September 20, 2013, all other attachments, all Addenda issued prior to and all Modifications issued after execution of this Contract, and Proposer's Proposal. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE 2 THE WORK

The Proposer shall perform the work required by the Contract Documents for: Traffic Signal Priority and Preemption Improvements in accordance with the generally accepted standards of the profession for services of this type

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall begin in no later than December 31, 2013 and completed no later than October 31, 2014.

ARTICLE 4 CONTRACT SUM

The Owners shall pay the Proposer in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents. Specifically, the City will issue purchase orders for additional City Vehicles not currently equipped with emergency vehicle preemption and the DTA will issue purchase orders for the remaining services/contract items (including one Engineering Vehicle) listed in the Budget Format sheet, which shall be a part of this contract. The Contract base price is not to exceed \$815,039 which includes optional tasks as listed herein.

ARTICLE 5 PAYMENTS TO PROPOSER

The Owners will reimburse Proposer based on monthly billings for work completed with a hold back of 5% until the project has been 100% completed and accepted by the owners. Owners may withhold payment for Proposer's services where the services are in dispute, where the services or any claimed reimbursable expenses is not documented or warranted, or when the service was not performed in accordance with the terms of this Contract Documents.

ARTICLE 6 PROPOSER CHANGES

The OWNERS or the Proposer may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including the increase or decrease in the amount of the Proposer's compensation, which are mutually agreed upon by and between the OWNERS and the Proposer, shall be incorporated in written amendments to the Contract.

ARTICLE 7 TERMINATION FOR CONVENIENCE

The performance of work under this Contract may be terminated by the Owners in accordance with this clause in whole, or from time to time in part, whenever the Owners determine it is in the best interest of the OWNERS. Any such termination shall be effected by delivery to the Proposer of a written notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the Owners, the Proposer shall:

- 1 Stop work under the Contract on the date and to the extent specified in the notice of termination:
1. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under contract as is not terminated
3. Assign to the DTA or the City in the manner, at the times, and to the extent directed by the Owners, all of the right, title, and interest of the Proposer under the orders and subcontracts so terminated, in which case the DTA or the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owners, to the extent they may require, which approval or ratification shall be final for all the purposes of this clause
5. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price directed or authorized by the Owners, any property of the types referred to above, provided, however, that the Proposer shall not be required to extend credit to any purchaser, and he may acquire any such property under the conditions prescribed by and at a price approved by the Owners, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the DTA or the City to the Proposer under this Contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such manner as the Owners may direct.
6. Complete performance of such part of the work as shall not have been terminated by the notice of termination

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Procurement #
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7. Take such action as may be necessary, or as the Owners may direct, for the protection or preservation of the property related to this contract which is in the possession of the Proposer and in which the OWNERS have or may acquire an interest.

Settlement of claims by the Proposer under this termination for convenience clause shall be in conformance with the provisions set forth in Section 21. TERMINATION 49 U.S.C. Part 18 FTA Circular 4220.1E. except that wherever the word "Government" appears it shall be deleted and the word "Owners" shall be substituted in lieu thereof.

ARTICLE 8 TERMINATION FOR DEFAULT

The Owners may, by written notice of default to the Proposer, terminate the whole or any part of this Contract if the Proposer fails to make delivery of the supplies or to perform the services within the time specified herein or the extension thereof; or if the Proposer fails to perform any of the other provision of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms and in any of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Owners may authorize in writing) after receipt of notice from the Owners specifying such failure.

If the contract is terminated in whole or in part for default, the Owners may procure, upon such terms and in such manner as the Owners may deem appropriate, supplies or services similar to those so terminated. The Proposer shall be liable to the DTA and the City for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Payment for completed supplies delivered to and accepted by the DTA or the City shall be at the Contract price. The DTA and the City may withhold from amounts otherwise due the Proposer for such completed supplies such sum as the DTA or the City determines to be necessary to protect the Owners against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Proposer was not in default under the provisions of this clauses, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Owners. The rights and remedies of the DTA and the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ARTICLE 9 COMMUNICATIONS

Communications in connection with this Contract shall be in writing and shall be delivered personally; or by facsimile, telegram, or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the DTA, the City, and of the Proposer designated to receive such communications. Telephone calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

Designation for DTA
Jim Heilig

Designation for the City
Cindy Voigt

Designation for Proposer

ARTICLE 10 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNERS and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNERS and Proposer.

ARTICLE 11 GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the applicable laws of the City of Duluth and State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in the court located in St. Louis County, Minnesota. However, litigation in Federal Courts involving the parties shall be in the appropriate federal court in the State of Minnesota.

ARTICLE 12 CANCELLATION

The Owners shall have the right to cancel this Agreement if the Owners' governing body does not appropriate moneys to the department or agency in an amount equal to the cost of this Agreement.

ARTICLE 13 PROVISIONS HELD INVALID

If any provision of this Agreement is held invalid, such holding shall not affect the validity of the remainder of the Agreement.

This Agreement entered into as of the day and year first written above.

Duluth Transit Authority

City of Duluth

Proposer:

General Manager

Mayor

City Clerk Attest _____

City Auditor Countersigned _____

Approved to Form _____

City Attorney

**Duluth Transit Authority - City of Duluth
Traffic Signal Priority and Preemption Improvements**

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Hunt

Communications

Intersection	Cost for this Intersection	Cost for this intersection PLUS those above	TOTALS
1. Superior Street & Lake Avenue	3,207		
2. Superior Street & 2nd Avenue East	3,207	6,909	
3. Superior Street & 3rd Avenue East	3,207	10,116	
4. Superior Street & 3rd Avenue West	3,207	13,323	
5. Superior Street & 2nd Avenue West	3,207	16,530	
6. 3rd Avenue East & 1st Street	3,207	19,737	
7. 3rd Avenue East & 2nd Street	3,207	22,944	
8. Superior Street & 6th Avenue West	3,207	26,151	
9. Superior Street & 5th Avenue West	3,207	29,358	
10. Superior Street & 4th Avenue West	3,207	32,565	
12. Superior Street & 1st Avenue East	3,207	35,772	

Head End (City Hall) Equipment:

Includes all hardware, installation, and testing.

Communication Devices

Furnish and install communication devices 6,050

System Integration

Configuration of devices and testing communications media 6,050

Tax

As applicable 4,150

Traffic Signal Communications System Total \$ 47,872

Transit Signal Priority/Emergency Vehicle Preemption System

Vehicle Equipment:

Buses (Base of 63 vehicles) 75,314 \$ 62,564

Reduction in cost per vehicle for DTA staff to install on-vehicle TSP

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devices after training on three vehicles (all parts must be included) 12,750

Police Vehicles

1,000

Reduction in cost per vehicle for City staff to install on-vehicle EVP
devices after training on three vehicles (all parts must be included)

150

Fire Vehicles (Base of 10 vehicles)

Cost to furnish and install ten (10) on-vehicle EVP devices, as
required

-

Cost per additional vehicle to furnish and install on-vehicle EVP
devices

1,000

Reduction in cost per vehicle for City staff to install on-vehicle EVP
devices after training on three vehicles (all parts must be included)

150

Intersection Equipment:

Intersection	Cost for this Intersection	Cost for this intersection PLUS those above
1. Superior Street & Lake Avenue	25,185	
2. Superior Street & 2nd Avenue East	25,185	50,370
3. Superior Street & 3rd Avenue East	25,185	75,555
4. Superior Street & 3rd Avenue West	15,746	91,301
5. Superior Street & 2nd Avenue West	15,746	107,047
6. 3rd Avenue East & 1st Street	15,746	122,793
7. 3rd Avenue East & 2nd Street	15,746	138,539

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8. Superior Street & 6th Avenue West	15,746	154,285
9. Superior Street & 5th Avenue West	15,746	170,031
10. Superior Street & 4th Avenue West	15,746	185,777
12. Superior Street & 1st Avenue East	15,746	201,523

Cost per intersection to furnish and install TSP/EVP equipment at additional intersections where traffic signal communications system, traffic signal controller, and traffic signal cabinet upgrades are not needed.

Price must be good for one year after Contract commencement. 12,440

Transit Signal Priority/Emergency Vehicle Preemption System Total \$ **201,523**

SOFTWARE & Required System Hardware

Integration, Software (including 3 years of Maintenance Fees), Software installation, training, warranty (parts and labor three years from acceptance), and On-Site Software

6,000

Tax

700

TSP/EVP Central Management System Total 6,700 \$ **6,000**

Traffic Signal Controllers and Timing

Intersection Equipment, TSP Timing, and EVP Timing

- includes:

- hardware, installation and testing
- TSP Timing plan development, installation, and testing
- EVP plan development, installation, and testing

Intersection	Cost for this Intersection	Cost for this intersection PLUS
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		those above
1. Superior Street & Lake Avenue	42,264	
2. Superior Street & 2nd Avenue East	41,958	84,222
3. Superior Street & 3rd Avenue East	41,826	126,048
4. Superior Street & 3rd Avenue West	25,946	151,994
5. Superior Street & 2nd Avenue West	25,946	177,940
6. 3rd Avenue East & 1st Street	25,946	203,886
7. 3rd Avenue East & 2nd Street	25,946	229,832
8. Superior Street & 6th Avenue West	25,946	255,778
9. Superior Street & 5th Avenue West	25,946	281,724
10. Superior Street & 4th Avenue West	25,946	307,670
12. Superior Street & 1st Avenue East	25,946	333,616

Cost per intersection to furnish and install additional traffic signal cabinets.

Price must be good for one year after contract commencement.

29,652

Traffic Signal Controllers and Timing Total

\$ 333,616

Traffic Signal Central Management System

ATMS software

234,900

Hardware required to operate or access the ATMS software

39,000

Tax as applicable

17,975

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<i>Traffic Signal Central Management System Total</i>	291,875	\$	273,900
Grand Total		\$	815,039

Duluth Transit Authority/ City of Duluth
Transit Signal Priority, Emergency Vehicle Priority, and Signal Control System Agreement

This Agreement, effective as of the date of attestation by the City Clerk (the "Effective Date") is by and between the Duluth Transit Authority ("DTA") and the City of Duluth ("City"); and

Whereas, the DTA is the regional transit authority providing public transit services within the Duluth/Superior metropolitan area; and

Whereas, the City operates and maintains the intersection traffic control signal system within the City of Duluth; and

Whereas, the DTA has realized the need for a Transit Signal Priority ("TSP") system within the downtown area as well as in conjunction with the development of the new Multimodal Facility; and

Whereas, the DTA and City have agreed to jointly purchase and have installed a new intersection traffic control system (the "System") to be installed at specified intersections in Downtown Duluth, which System will include a TSP component, an Emergency Vehicle Priority ("EVP") component, a TSP/EVP Central Management System component, a Traffic Signal Communications System component, a Traffic Signal Central Management System component and necessary Traffic Signal Controllers and Timing plans, all as set forth in those specifications on file in the offices of the DTA as DTA Federal Procurement No. 010-12-0030.1; and

Whereas, the DTA has been awarded grant monies from the Federal Transit Administration for this procurement pursuant to Grant Agreement FTA G-16, October 1, 2009 (Project No. MN-04-0030-00) on file in the DTA Office and incorporated herein (the "Grant Agreement"); and

Whereas, the DTA and the City desire the City to operate and maintain the System for its useful life except as set forth below.

Now, therefore, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Upon acquisition of the System, DTA hereby agrees to transfer and convey to the City all of its rights, title and interest in the System for the sum of One Dollar (\$1.00), receipt and sufficiency of which are hereby acknowledged, subject to the terms and conditions of this Agreement as hereinafter set forth. Provided, however, such transfer and conveyance shall not include any portion of the System installed on DTA vehicles or on other DTA-owned property. Such transfer shall include all related guaranties and warranties accruing to DTA arising out of this procurement.

2. The City shall agree to operate and maintain all portions of the System transferred to it pursuant to Paragraph 1 above, including but not limited to the Centracs and Opticom Central Management software for both TSP/EVP and signal control components, in good working condition for the term of the Federal Continuing Use commitment, a copy of which is attached hereto and made a part hereof as Exhibit A.
3. The DTA shall agree to operate and main that portion of the System on DTA vehicles in good working condition for the term of Exhibit A.
4. The City shall allow the DTA access to the TSP and signal control system for monitoring and reporting purposes; the method and means of such access shall be determined by the City's Manager of Information Systems Engineer in the exercise of his or her reasoned discretion. But at a minimum, DTA will be able to view interactions between the signal controllers and the busses on a daily basis.
5. DTA shall be solely responsible to pay for all costs of acquiring and installing the System as specified in DTA Federal Procurement No. 010-12-0030.1, in an amount not to exceed \$815,039. Provided that either party may authorize any additions included as alternates to the base bid at their own and sole expense.
6. The City shall comply with all terms and conditions of the Grant Agreement and shall carry out all services in accordance therewith. In the event of a conflict between the terms and conditions of the Grant Agreement and this Agreement, the terms and conditions of the Grant Agreement shall control. The City's noncompliance with the Grant Agreement shall constitute a default under this Agreement.
7. Each party to this Agreement shall be responsible for its own acts and omissions, the acts and omissions of its employees, and the results thereof to the extent authorized by law. The parties shall not be responsible for the acts of any others and the results thereof. Liability of the DTA and the City shall be governed by the provisions of the Minnesota Municipal Limitation of Liability Statute, Minnesota Statute Section 466 et seq.
8. Notices shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the City as follows: City of Duluth, Engineering Division, 211 City Hall, Duluth, Minnesota 55802 Attn: City Engineer; and addressed to the DTA as follows: Duluth Transit Authority, 2402 West Michigan Street, Duluth, Minnesota 55806 Attn: General Manager, or to such other persons or addresses as the parties may designate to each other in writing from time to time.
9. The parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America including but not limited to the Federal Transit Authority (the "FTA"), the State of Minnesota, and the City with respect to their respective agencies which are applicable to its activities under this Agreement.

- 10. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the Laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis County, Minnesota.
- 11. In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.
- 12. This Agreement constitutes the entire Agreement between the DTA and the City and supersedes all prior written or oral agreements and negotiations between the parties relating to the subject matter hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

CITY OF DULUTH

DULUTH TRANSIT AUTHORITY

By: _____
Mayor

By: _____
Dennis E. Jensen
Its General Manager

Attest: _____
City Clerk

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

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