

EXECUTIVE SUMMARY

TITLE: TRAFFIC CONTROL SIGNAL MAINTENANCE SERVICE AGREEMENT – CITY OF RACINE AT INTERSECTION OF OAKES ROAD AND 16TH STREET

BACKGROUND:

The City of Racine has reconstructed Oakes Road within the City of Racine municipal boundary from approximately 2300 feet north of Durand Avenue (STH 11) to 16th Street. The intersection of Oakes Road and 16th Street was fully constructed via an agreement with the Village of Mount Pleasant to include that construction within the project limits of the City construction project. Whereas the intersection is actually three quarters within the Village and one quarter within the City, yet it was vitally important to construct the full intersection at the same time as the road to prevent a bottle neck to vehicular traffic, the agreement included the intersection construction to have a cost share of three quarters Village and one quarter City. The intersection design included the installation of traffic signals and street lights to fully develop the intersection safely. The proposed agreement will assign the response on knock downs to the City of Racine with all repair costs and the routine maintenance costs associated with the signals to be shared on the same 75% Village and 25% City split. The Public Works Committee reviewed and approved the agreement at its September 12, 2008 meeting.

FISCAL IMPACT:

The fiscal impact is difficult to define since the significant costs which would be associated with knock down repairs are all dependant upon driver skills. The intersection may have no costs other than light bulb changes over years, or it may experience several accidents that damage the signals in a single year. The agreement states that the costs will be billed at the end of the year, so known maintenance costs can be budgeted for in the fall of the year and paid after the first of the year. Therefore the costs will generally be know within the budget process each year, except for late in the year repairs.

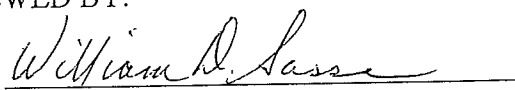
OTHER OPTIONS TO CONSIDER:

1. Accept the maintenance agreement with the City of Racine and approve its adoption.
2. Deny the agreement and have the signals maintained by the current vendor used by the Village for maintaining other signals.

RECOMMENDATIONS:

It is being recommended by staff that the Village Board: **Move to approve the Traffic Control Signal Maintenance Service Agreement with the City of Racine for Signal and Street Light Maintenance at the Intersection of Oakes Road and 16th Street.**

PREPARED AND
REVIEWED BY:



William D. Sasse
Director of Engineering

Date: Oct. 7, 2008

TRAFFIC CONTROL SIGNAL MAINTENANCE
SERVICE AGREEMENT

This Agreement is made this ___ day of _____, 2008 by and between the CITY OF RACINE, WISCONSIN (City) and the VILLAGE OF MOUNT PLEASANT, WISCONSIN (Village), jointly called the "Parties" herein.

WHEREAS, Village owns traffic signals at the intersection of 16th Street and Oakes Road; and

WHEREAS, the north one-half and the southeast one-quarter of the intersection at 16th Street and Oakes Road is in the Village and the southwest one-quarter is in the City; and

WHEREAS, Village is desirous of obtaining the services of City to provide maintenance for the signals; and

WHEREAS, the Parties entered into an Agreement on October __, 2008, providing that the City will maintain Village's traffic signals at 16th Street and Oakes Road with an agreement providing for City's maintenance of traffic signals at 16th Street and Oakes Road the ownership of which is divided between the City and the Village; and

WHEREAS, by Resolution ____ of _____, 2008, the Common Council of the City authorized the City to provide such services under certain terms and conditions; and

WHEREAS, on the 13th day of October, 2008 the Village Board authorized the Village to enter into a contract with the City for maintenance of the traffic signals; and

WHEREAS, Wis. Stat. §66.0301 grants authority to the parties to enter into an inter-governmental cooperation agreement for the receipt or furnishing of services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. City agrees:

1. To provide regular routine traffic signal maintenance and emergency maintenance of Village's traffic signals located at 16th Street and Oakes Road, being the north one-half and southeast one-quarter of 16th Street and Oakes Road, as described in Attachment 1, which is attached hereto and incorporated herein by reference.
2. To include the signals in City's relamping program.
3. To provide to the Village invoices specifying the services performed to provide such maintenance, invoicing for labor, vehicle and equipment use and repair or replacement of parts at City cost, plus 15%, for all such costs and expenses relating to the signals at 16th Street and Oakes Road, and to invoice the Village for three-quarters of such costs and expenses relating to the signals at 16th Street and Oakes Road.
4. As needed, to perform or contract to perform underground utility locating services at the intersection of 16th Street and Oakes Road for all street lighting and traffic signal infrastructure per Digger's Hotline and invoice the Village for

three-quarters such locating service costs and expenses, plus 15%, relating to Digger's Hotline.

5. To perform street lighting repair/replacement if, at the intersection of 16th Street and Oakes Road, the damaged traffic signals exist on the same pole as a Village owned street light and to invoice Village for such services under the same terms and conditions of invoicing for traffic signal repair/replacement.
6. To perform street lighting repair/replacement for the approaches of the intersection of 16th Street and Oakes Road, and to provide such maintenance, invoicing for labor, vehicle and equipment use and repair or replacement of parts at City cost plus 15%, and to invoice Village for three-quarters of all such costs and expenses for such services under the same terms and conditions of invoicing.
7. To invoice the Village annually on a calendar year basis three-quarters the cost of electricity for operation of the traffic signals at 16th Street and Oakes Road.
8. To credit Village with three-quarter the amount of costs and expenses recovered by the City from tortfeasors that caused damage to the facilities at 16th Street and Oakes Road, as included in this agreement.
9. To provide the Village sufficient documentation to support the invoices made under this agreement.
10. To hold harmless, indemnify and defend Village, it's departments, officers, agents and employees for any and all costs, damages, expenses or liability of any type whatsoever for bodily injuries, death or property damage arising out of the City's negligent or intentional acts or failure to act as required by this Agreement, except to the extent that such liability results from Village's negligent or intentional acts or failure to act, and except to the extent of Village's liability for the signals at 16th Street and Oakes Road. This provision shall not apply to bodily injuries, death or property damage sustained by Town officers, agents, and employees performing services under the terms of this Agreement.

B. Village Agrees:

1. To maintain and operate the signals at the intersection of 16th Street and Oakes Road, in compliance with the Wisconsin Manual on Uniform Traffic Control Devices and to perform any and all acts relating to protection of the intersections and traffic control in the event of traffic signal outages or other operating problems relating to the traffic signals, and to promptly notify City's on-call electrician upon receiving notice of such outage or other operating problem.
2. To pay to City, within forty-five days after the date of invoice therefore the amounts invoiced for the services provided under this Agreement, as specified in paragraph A.3. above.
3. To hold harmless, indemnify and defend City, its departments, officers, agents and employees for any and all costs, damages, expenses or liability of any type

whatsoever for bodily injuries, death or property damage arising out of the presence, use or operation of the signals specified herein, except to the extent that such liability results from City's negligent or intentional acts or failure to act, and except to the extent of City's liability for the signals at 16th Street and Oakes Road. This provision shall not apply to bodily injuries, death or property damage sustained by City officers, agents, and employees performing services under the terms of this Agreement.

4. To pay to City annually within thirty days after the date of invoice therefore the amount of three-quarters the cost of electricity for operation of the traffic signals at 16th Street and Oakes Road.

C. The Parties agree:

1. That in the event of default by either party of a material requirement herein, the other party may provide written notice of intent to terminate the agreement for cause within ten days, and in the event that the default cited is not cured within such time the agreement may be terminated forthwith by the non-defaulting party. Notice of such termination shall be provided to the Clerk of the defaulting party by personal service or registered mail.
2. This Agreement shall be for a term of one year commencing the __ day of _____, 2008, and shall automatically renew on a year to year basis, excepting that either party may terminate the agreement without cause upon written notice to the other party at least 90 days prior to the end of any one year term of the Agreement.
3. Nothing in the Agreement constitutes a waiver by either the Village or the City of any of the provisions of Section 893.80, Wis. Stats., any other municipal liability protection laws, or any insurance policy limitations, nor does it constitute an agreement to pay any form or type of damages not otherwise payable.
4. This Agreement is solely for the benefit of the parties hereto and is not for the benefit of third parties.
5. Notices under this Agreement shall be mailed to:

City of Racine:

Janice M Johnson-Martin, City Clerk
730 Washington Avenue
Racine, WI 53403

Village of Mount Pleasant:

Juliet Edmands, Village Clerk/Treasurer
6126 Durand Avenue
Racine, WI 53406-4914

This Agreement is made at Racine, Wisconsin on the date first stated above.

TRAFFIC SIGNAL MAINTENANCE SERVICE AGREEMENT

ATTACHMENT 1

City agrees to provide preventive maintenance under the following terms and conditions:

City shall inspect the contract signalized intersection(s) and their control equipment to verify proper operation. This inspection shall take place annually.

City shall check the following items at the contract signalized intersection(s). These checks have been developed by employing current engineering practices.

- 1). Verify proper operation of the Controller Unit. This shall consist of verifying that the controller is correctly programmed per the controller database records and that the controller is correctly executing its program.
- 2). City will maintain the intersection documentation consisting of signal plan charts, cabinet blueprints and timing plan charts provided by Town.
- 3). Verify proper operation of the NEMA Conflict Monitor Unit. This shall consist of testing the NEMA Conflict Monitor on an automatic NEMA monitor test set. The test set shall be capable of testing all aspects of monitor operation for conformance with NEMA specifications.
- 4). Check AC power feed at the control cabinet. Record measured voltage from Hot to Neutral, from Hot to Ground, and from Neutral to Ground. Record measured current flowing in the Hot, Neutral, and Ground conductors.
- 5). Check and record current drawn, at the control cabinet, from each loadswitch circuit by the field lamp loads.
- 6). Check all terminal screws in the control cabinet for tightness, and tighten as needed.
- 7). Verify operation of control cabinet heater and fan. Verify correct settings of their respective thermostats.
- 8). Verify correct flash operation at the control cabinet. Also verify operation of any control switches in the control cabinet.
- 9). Verify operation of all pedestrian pushbuttons and check for the presence and orientation of the pushbutton signs, if applicable.
- 10). Check all signal head indications for proper aiming and proper operation.
- 11). City shall replace the control cabinet air filter element and lubricate the cabinet door hinges and locks once per year.
- 12). City shall supply Village completed documentation of all preventive maintenance performed.

If loaner equipment is required to restore an intersection to proper operation until malfunctioning equipment can be repaired and returned to service, the loaner equipment cost

shall be invoiced at a rate not to exceed 10% of list price per month, pro-rated weekly. Loaner equipment is subject to availability.

City agrees to provide preventive maintenance under the terms of the Agreement during normal business hours. Normal business hours are defined as 7:00 a.m. to 3:00 p.m., Monday through Friday, excluding City designated holidays.

City shall invoice Village for preventive maintenance as provided in the Agreement, after services have been performed. Village agrees to pay invoice within 45 days after date of invoice.

City further agrees to provide response maintenance as requested and authorized by Village.

Response maintenance, under the terms of the Agreement, will be limited to "at random failures", accidents or "knockdowns", vandalism, damage by contractors, and acts of Nature such as lightning damage, flood, etc.

City shall provide response maintenance under the terms of the Agreement during normal business hours, and shall invoice Village on the basis provided in the Agreement. The regular hourly rate for these services at the inception of the Agreement are as follows, and will change during the term of the Agreement pursuant to standard City practices:

Wages & Fringes = \$_____ per hour, portal-to-portal.

Small Utility Truck = \$_____ per hour, portal-to-portal.

Bucket Truck = \$_____ per hour, portal-to-portal.

Any parts required will be charged for according to the purchasing agent's procurement price plus 15%.

If it is necessary for City to contract out repairs for emergency response maintenance such as excavating, concrete masonry, boring, welding, etc., such services will be billed to Village by City. City will contact Village for authorization of these contract services. Current engineering practices and professional standards shall be applied to the preventive and response maintenance.

Emergency response maintenance required outside normal business hours will be billed at a 4-hour minimum at the normal wages & fringes rate. No additional overtime charges will be made for the use of regular service vehicles or service equipment.

City shall supply Village completed documentation of all response maintenance performed. Copies of this documentation shall be kept by City in a unique signalized intersection file.