

TRAFFIC CONTROL AGREEMENT
WEST HOWARD AVENUE AND SOUTH 43RD STREET

THIS AGREEMENT is made and entered into by and between the City of Milwaukee, hereinafter called "Milwaukee", a municipal corporation, and the City of Greenfield, hereinafter called "Greenfield", a municipal corporation, relating to the design, installation, construction, operation, and maintenance of the traffic control signals and related traffic control facilities at the intersection of West Howard Avenue and South 43rd Street, hereinafter called "Intersection".

NOW, THEREFORE, in consideration of the mutual promises of each entity made to the other, the fulfillment of the terms and conditions, agreements, and understanding hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The traffic control signals are to be designed, constructed, operated, and maintained at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. Milwaukee hereby agrees:

- (a) That it will, through its Department of Public Works and other appropriate and necessary agents of Milwaukee, engineer and construct traffic control signals and related traffic control facilities at the Intersection and will pay three quarters (75%) of the local participation cost, or an estimated \$9,750, of such engineering and construction, and within sixty (60) days of completion of said work, bill Greenfield for one quarter (25%) of the local participation cost, or an estimated \$3,250, of such engineering and construction. The total estimated cost for the engineering and construction is \$65,000 with twenty percent, or \$13,000, being the local participation cost.
- (b) That it will provide routine maintenance responsibility (lamp removal, cleaning, lens replacement, controller service, detector service, etc.) for the entire traffic control signal installation.
- (c) That it will provide all necessary repairs and replacements to equipment that fails to function properly as a result of normal wear and deterioration and that it will pay for the full cost for such repair and/or replacement.
- (d) That it will provide all necessary repairs and replacements to equipment damaged by accident, vandalism, or acts of God, and that it will pay for the cost of such repair and replacement, and that it will bill Greenfield for one quarter (25%) of the cost of such repair and replacement.

- (e) That it will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and that it will pay the cost of any such equipment additions or revisions, and that it will bill Greenfield for one quarter (25%) of the cost of said additions and revisions.
- (f) That it will operate and adjust the traffic signal timing and equipment in such manner as to best meet prevailing traffic conditions as determined by Milwaukee in consultation with Greenfield.
- (g) That it will obtain agreement from Greenfield prior to equipment additions or revisions for which cost participation by Greenfield would be required and such agreement shall not unreasonably withheld.
- (h) That it will pay three quarters (75%) of the cost of electrical service installation for the traffic control signals at the Intersection.

II. Greenfield hereby agrees:

- (a) That it will pay one quarter (25%) of the local participation cost of engineering and construction, or an estimated \$3,250, of the traffic control signals and related facilities at the Intersection, upon billing by Milwaukee. The estimated local participation cost for the engineering and construction is \$13,000.
- (b) That as the subscriber of electrical service with WE Energies, Greenfield will pay for the total cost of electrical energy for the traffic control signals at the intersection.
- (c) That Milwaukee is to perform and pay for all routine maintenance for the entire traffic control signal installation as indicated in I. (b) and necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (c).
- (d) That Milwaukee will perform all necessary repairs and replacements to equipment damaged as indicated in I. (d), that it will pay for the cost of such repair and replacement of material installed within Greenfield, including the cost of labor, material and equipment services, and will bill Greenfield for one quarter (25%) of the costs of any such repairs and replacements.
- (e) That Milwaukee will make any necessary additions or revisions as indicated in I. (e), and that Greenfield will pay one quarter (25%) of the costs of any such additions or revisions.
- (f) That Milwaukee is to perform all work related to the operation of the traffic control signals at the Intersection, including engineering, except such

immediate emergency measures as may need to be taken when Milwaukee forces are not present and the public safety may be in jeopardy.

- (g) That it agrees to promptly notify Milwaukee through its Department of Public Works (at the phone numbers listed below), of any damage, lamp outage, lens breakage, or seeming malfunction of the traffic control signal equipment or related traffic control facilities.

Canal Street Shop – 286-3687
Engineering Office – 286-3232

- (h) That Milwaukee shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions determined by Milwaukee through its Department of Public Works.
- (i) That it will pay one quarter (25%) of the cost of electrical service installation for the traffic control signals at the Intersection.
- (j) That Milwaukee shall request layouts of Greenfield underground structure and facilities before performing work of such a nature that existing underground facilities must be avoided. Milwaukee shall be required to take precautionary measures to avoid damage to such underground facilities. Greenfield shall supply Milwaukee with a complete record of the existing underground material structure at the intersection and any change or revision thereto as may take place in the future.

III. Ownership and Responsibility

All equipment shall be the property of the municipality in which it is installed.

IV. Payments

All payments due under this agreement shall be paid within sixty (60) days after receipt of an invoice with appropriate back-up evidence of the same.

V. Liability

Each party agrees to indemnify, and save harmless the other, as well as their officers, directors, employees and agents, from, and against any and all liability for injuries or damages to persons or property arising out of their own performance or failure to perform the provisions of this Agreement.

VI. Duration

This Agreement shall continue and be in force indefinitely unless terminated on six (6) months written notice by either agency to the other.

IN WITNESS WHEREOF, the undersigned on behalf of the City of Milwaukee affix their hands and seals this ____ day of _____, 2009.

CITY OF MILWAUKEE

COMMISSIONER OF PUBLIC WORKS

COMPTROLLER

IN WITNESS WHEREOF, the undersigned on behalf of the City of Greenfield affix their hands and seals this ____ day of _____, 2009.

CITY OF GREENFIELD

CITY ENGINEER

COMPTROLLER

RWB: