

One-rdg. _____
P. Hrngs. _____
Pgs. 22
Filed: 05-10-16

Sponsored by: Burnett

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 107

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an addendum to the
2 Services Agreement with Greene County for the maintenance of
3 electronic traffic control devices and to update the schedules as
4 needed on an annual basis.
5
6

7 WHEREAS, the City Council authorized the City Manager through Special
8 Ordinance No. 25333 to enter into an agreement with Greene County (County) to
9 establish cooperation in the maintenance of electronic traffic control devices; and
10

11 WHEREAS, a copy of this agreement is attached as "Exhibit 1 (Agreement);" and
12

13 WHEREAS, the Agreement provides that the Schedule of Facilities be updated
14 on an annual basis to reflect the location of the devices; and
15

16 WHEREAS, the Agreement further provides that the Schedule of Services and
17 Costs be updated annually to reflect the proper rates at which the County will reimburse
18 the City; and
19

20 WHEREAS, this ordinance authorizes the City Manager, or his designee, to
21 revise the schedule on an annual basis.
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23 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
24 SPRINGFIELD, MISSOURI, as follows, that:
25

26 Section 1 –The City Manager, or his designee, is hereby authorized, to enter into
27 an addendum to the Services Agreement with Greene County for the maintenance of
28 electronic traffic control devices and to update the schedules as needed on an annual
29 basis; said agreement to be in substantially the form as that document attached hereto
30 and incorporated herein by reference as "Exhibit 2."
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32 Section 2 – This ordinance shall be in full force and effect from and after
33 passage.

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Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: [Signature], City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 107

FILED: 05-10-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an addendum to the Services Agreement with Greene County (County) for the maintenance of electronic traffic control devices and to update the schedules as needed on an annual basis.

BACKGROUND INFORMATION: In 2008, City Council authorized the City Manager, through Special Ordinance No. 25333, to enter into an agreement with the County to establish cooperation in the maintenance of electronic traffic control devices at various locations in Greene County within the Urban Service Area.

The original agreement (“Exhibit 1”) includes a Schedule of Facilities that lists the location and devices to be maintained by the City. The addendum (“Exhibit 2”) provides an update to the Schedule of Facilities by adding the communications facilities along National Avenue (Farm Road 163) between Weaver Road and Plainview Road (Farm Road 182).

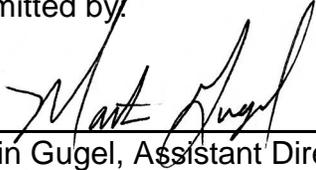
The original agreement also includes a Schedule of Services and Costs that itemizes the maintenance services to be rendered by the City and the labor and vehicle costs for which the County is responsible for reimbursement to the City. This Addendum provides an update to the Schedule of Services and Costs by adding wireless radio units and network switches to the list of devices to be maintained by the City at the request of the County, and it provides updated hourly personnel rates for determining incurred labor costs to be reimbursed by the County.

The original agreement allowed for the City Traffic Engineer to amend both schedules on an annual basis to add or delete locations and/or devices and to update the costs for the services to be reimbursed by the County. That authority was not delegated properly in Special Ordinance No. 25333. Therefore, that authority is being sought in the proposed Ordinance. The original agreement requires that both schedules be on file with the City Clerk.

Supports the following Field Guide 2030 goal(s): Chapter 12, Transportation; Major Goal 2, Operations and Maintenance The City of Springfield should continue to maintain streets, sidewalks, trails, and the airport, using the most effective strategies to maximize the efficient operation of the existing systems, keeping in mind safety, accessibility, sustainability, and collaboration; Objective 2d, The City of Springfield should coordinate operations and maintenance efforts with Greene County, the State of Missouri, rail, and transit to ensure a seamless connection to the regional system.

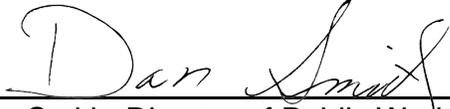
REMARKS: This agreement is an example of the City and County working together to provide for reliable operation of transportation facilities in the Springfield area. Public Works recommends approval of this Council bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Greg Burris, City Manager

Exhibit 1

2008-0432

CONTRACT

	Routing Order	Date	Initials
Contract Administrator	MARILYN DAY	05/27/2008	MD
Assistant City Attorney	NANCY YENDES	05/28/2008	
Deputy City Manager	EVELYN HONEA	05/27/2008	
		5/29/08	eh
City Clerk	BRENDA CIRTIN	6-2-08	BL

New Contract
 Contract Renewal
 Addendum
 Change Order

Type Of Contract: INTERGOVERNMENTAL

Contractor: GREENE COUNTY

Originating Dept: PUBLIC WORKS

Contact Person: EARL NEWMAN

Effective Date: 05/27/2008

Termination Date:

Amount: \$.00 **Requisition:** **PO:**

Additional Amt: \$.00

Notes:

Description: COOPERATIVE AGREEMENT FOR MAINTENANCE OF ELECTRONIC TRAFFIC CONTROL DEVICES

Council Bill: 2007-400

Ordinance No. 25333

3 to E Newman

ROUTING ORDER	(1) ORIGINATING DEPT.	(2) GREENE COUNTY	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE ____, 20__	TERMINATION DATE	CONTRACT NUMBER: <i>2008-0432</i>	
CITY		COUNTY	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1980 FAX (417) 864-1983 ATTN: EARL NEWMAN DEPT.: PUBLIC WORKS - TRAFFIC		GREENE COUNTY, MISSOURI 2065 N CLIFTON SPRINGFIELD, MO 65803 PHONE (417) 831-3591 FAX (417) 831-5216: ATTN: DAN SMITH, HIGHWAY ADMINISTRATOR	

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 2008, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereafter referred to as "City", and the County of Greene in the State of Missouri, hereafter referred to as "County".

Whereas, the City and County desire to enter into an agreement whereby they may cooperate in the maintenance of electronic traffic control devices at various locations in Greene County; and

Whereas, such cooperation is authorized by the constitution and laws of the State of Missouri; and

Whereas, the benefits of maintaining electronic traffic control devices in an operating condition for the use and safety of the general public will inure to the benefit of the citizens of both the City and County.

NOW, THEREFORE, in consideration of the mutual promises herein, it is agreed by and between the City and County as follows:

1. **Schedule of Facilities:** The City and County will develop and maintain a mutually agreed "Schedule of Facilities" (Exhibit A) that lists the location and devices to be maintained by the City. Included facilities shall be limited to those located within the Urban Service Area as defined by Springfield City Council. The "Schedule of Facilities" may be modified at any time to add or delete locations and/or devices upon written notification by County and acknowledgement of notification and acceptance of the location by City Traffic Engineer.
2. **Schedule of Services and Costs:** The City and County will develop and maintain a mutually agreed "Schedule of Services and Costs" (Exhibit B) that itemizes the maintenance services rendered by the City and the frequency in which desired preventive maintenance services will be performed. The City will provide additional maintenance services upon request by the County. The County will be responsible for reimbursement to the City for labor and vehicle costs as set forth in the "Schedule of

Services and Costs” and for the direct cost of parts necessary to maintain the facilities included in the “Schedule of Facilities”. The “Schedule of Services and Costs” will be updated on a periodic basis and will be effective for a period to be agreed upon by the City and County.

3. **Schedules filed with City Clerk:** Copies of the most current “Schedule of Facilities” and “Schedule of Services and Costs” shall be kept on file with the City Clerk.
4. **Signal device operational settings:** The City will develop programming of signal device operational settings as requested by County and submit to County for review and approval prior to implementation. No changes in programming will be implemented without approval by County.
5. **City may hire contractor:** The City may utilize the services of a contractor provided through the City’s Annual Maintenance Contract for Signal Repairs to perform maintenance services to County facilities included in this Agreement, provided that the City shall require its contractor to secure and maintain in force liability insurance and property damage insurance in standard form protecting it, and the interest of the County and the City against all liability whatsoever occasioned by accident or casualty on or about the County’s or City’s property which may arise out of the performance of this Agreement. Such policy shall be written by an insurance company or companies acceptable to the City and licensed to do business in the State of Missouri, which policy(s) shall name the County and City as additional named insureds with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1, each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. ([HTTP://www.insurance.mo.gov/industry/soimmunity.htm](http://www.insurance.mo.gov/industry/soimmunity.htm)). The policy of liability insurance the Contractor agrees to provide and keep in force during the term of its performance of maintenance services to County facilities shall during the 2008 calendar year provide coverage with limits of liability not less than \$2,418,992.00 for all claims arising out of a single occurrence or \$362,849.00 with respect to injuries, and/or death of any one person in a single occurrence or an amount not less than \$1,000,000.00 for all claims to property arising out of a single occurrence or \$100,000.00 to any one owner with respect to damage to property. Contractor will promptly deliver to City the policy(s) of insurance or certificates evidencing such insurance and the payment of the premiums thereon by Contractor.

The City shall also require its Contractor to defend, indemnify and save harmless the City and the County, and their respective elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlay and expenses from claims and any manner caused by, or allegedly caused by, or arising out of, or connected with the work of the Contractor under this Agreement, including, but not limited to, claims for personal injuries, death, property damage, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City or County, their officials, agents and employees. The City shall further require its Contractor to provide and keep in force workers’ compensation insurance, including occupational disease provisions for all employees of Contractor, as required by Missouri statutes.

6. **New installations:** Design plans for the installation of new electronic traffic control devices within the Urban Service Area, excluding those on state highways, will be produced according to City of Springfield design guidelines. County agrees to provide City the opportunity for review of such design plans prior to the County’s approval of final plans. City agrees to make available the services of its Traffic Signal Inspector to assist in the supervision of construction of devices to be added to the “Schedule of Facilities”.

7. **No City interest in County ROW:** County and City acknowledge that this agreement gives to City no interest in the right-of-way or property of the County as that term is used in Section 537.600, et seq., RSMo, for any of the facilities themselves, or any portion of roadway.
8. **Indemnity by County and City:** To the extent not covered by sovereign immunity under Missouri Law, the County hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions and the City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Each party to this agreement shall be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services and/or products by the other party. This language is not intended to act as a waiver or limitation of either County's or City's rights and or defenses with regard to sovereign immunity under Federal Law, Missouri Law or Municipal Regulation.
9. **Termination:** Either party may terminate this agreement in its entirety by giving 30 days written notice to the other party. Upon termination, City shall be entitled to payment from County for all services it has provided in accordance with paragraph 2 of this agreement. Indemnity obligations shall survive termination as to any occurrences prior thereto.
10. **Conflict of Interest:** No salaried officer or employee of the City or County, and no member of the City Council or the County Commission shall have a financial interest, direct or indirect, in this contract. Applicable federal regulations and provisions of Section 105.450 et. seq. RSMo. relating to conflicts of interest shall be observed.
11. **Entire Agreement:** This agreement, together with the "Schedule of Facilities" and the "Schedule of Services and Costs", contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
12. **Venue:** This agreement and every question arising hereunder shall be construed or determined according to the law of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
13. **Notice:** All notices required or permitted under this agreement shall be in writing and may be given by first class mail addressed to City Manager, 840 Boonville, Springfield, Missouri 65802, and Highway Administrator, 2065 N Clifton, Springfield, Missouri 65803. The date of delivery of any notice shall be the presumed to be on the date falling on the second full day after the day of its mailing.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF SPRINGFIELD, MISSOURI

By: *Judith Honea*
City Manager

GREENE COUNTY, MISSOURI, BY AND THROUGH THE GREENE COUNTY COMMISSION

By: *[Signature]*
Presiding Commissioner

By: *[Signature]*
Commissioner, 1st District

By: *Roseann Bentley*
Commissioner, 2nd District

Attest: *[Signature]*
County Clerk

By: *[Signature]*
Highway Administrator

APPROVED AS TO FORM BY:

[Signature]
City Attorney

[Signature]
County Attorney

**Greene County – City of Springfield Agreement for
Maintenance of Electronic Traffic Control Devices**

SCHEDULE A – LIST OF FACILITIES

Effective Date: _____

Note: Schedule to remain in effect until mutually amended or terminated according to Contract 200__-____:

TRAFFIC SIGNALS

1. Farm Road 160 (Battlefield Road) and Carver Middle School Entrance (Private Road)
2. Republic Street and Farm Road 135 (Golden Avenue)
3. Farm Road 163 (National Avenue) and Farm Road 182 (Plainview Road)

SCHOOL FLASHERS

1. Carver School – Speed Zone Flashers and Electronic Speed Board on Battlefield Road (FR 160) for Eastbound Traffic Only

INTERSECTION FLASHERS

1. Farm Road 123 and Farm Road 156 – One Stop Sign Flasher on Farm Road 123 for Southbound Traffic Only

INTERCONNECT BETWEEN SIGNALS

1. Battlefield Road (FR 160) (South Side of road) – Carver School Entrance to City Limit – Conduit, Fiber Optic Cable, and Pull Boxes

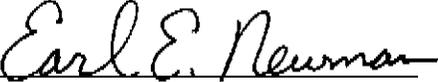
OTHER EQUIPMENT

1. Two Portable Trailer-Mounted Electronic Speed Boards

ACKNOWLEDGED


Greene County Highway Administrator

5-1-08
Date


City Traffic Engineer

5-23-08
Date

**Greene County – City of Springfield Agreement for
Maintenance of Electronic Traffic Control Devices**

SCHEDULE B – LIST OF SERVICES AND COSTS

Effective Date: _____

Note: Schedule to Remain in Effect Until Mutually Amended or Terminated According to Contract 200__-_____.

SERVICES:

As requested by the Greene County Highway Administrator or authorized designee, the following services are to be provided by the City of Springfield as part of maintaining Greene County electronic traffic control devices in accordance with Contract 200__-_____:

1. Trouble-Shooting (observing operation, inspection of equipment, diagnostic analysis, etc.)
2. Securing of Damaged Equipment
3. Repairs and/or Replacement of Equipment
4. Replacement of Lamps (including cleaning lenses and reflectors, and oiling hinges) or Conversion of Lamps to LED Heads
5. Preventive Maintenance (including cleaning, replacement of filters, conflict monitor testing and visual inspection of all equipment)
6. Provide Traffic Control relative to Work needs
7. Development and Implementation of Programming
8. Other services as requested

Standard services to be provided annually are:

1. Check conflict monitors for proper operation
2. Replace air filters in all controller cabinets

Devices to be maintained upon request could include any of the following:

Traffic Signal Controller Cabinet and Contents, Flasher Cabinet and Contents, Electric Power Supply Assembly, Solar Power Supply Assembly (including solar panel, batteries and cabinet), Poles and Mast Arms, Concrete Bases, Signal/Flasher Heads, Conduit, Cabling, Pedestrian Pushbuttons, Pull Boxes, Traffic Detectors, and Interconnect Cable.

COSTS:

Greene County agrees to reimburse the City of Springfield for incurred costs associated with the maintenance of Greene County electronic traffic control devices at the following rates in accordance with Contract 200__-_____:

<u>Personnel – Normal Working Hours (M-F 7:00 a.m. – 4:30 p.m.)</u>	<u>Hourly Rate</u>
Signal Technician	\$32.22
Signal Coordinator	\$34.49
Signal Supervisor	\$37.80
Associate Engineer	\$44.06

<u>Personnel – Emergency Callout - Overnight, Weekends and Holidays - Per Occurrence</u>	
Signal Technician	\$193.32
(4 hour minimum @ 1 ½ times hourly rate)	

<u>Vehicles</u>	<u>Hourly Rate</u>
Bucket Truck	\$30.00
Boom Truck	\$50.00
Pickup	\$15.00

<u>Equipment</u>	<u>Daily Rate</u>
Temporary Trailer-Mounted Signal	\$100.00

Materials

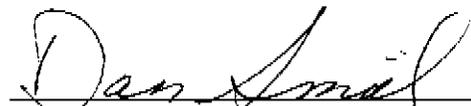
To be reimbursed at direct invoice cost.

Personnel rates shall be the burdened rate for each titled position based on the latest revision to the City Salary Ordinance as provided by the City's Finance Department.

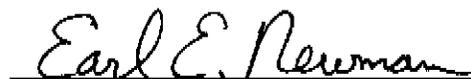
Construction – All items installed/repaired by Contract shall be invoiced per Annual Traffic Signal Maintenance Contract for Labor, Materials and Equipment.

Note: Greene County shall be responsible for installation/maintenance of all traffic signing required associated with signal installation/operation.

ACKNOWLEDGED


Greene County Highway Administrator

5-1-08
Date


City Traffic Engineer

5-23-08
Date

**Greene County – City of Springfield Agreement for
Maintenance of Electronic Traffic Control Devices**

SCHEDULE A – LIST OF FACILITIES

Effective Date: 9-8-11

Note: Schedule to remain in effect until mutually amended or terminated according to Contract 2008-0432:

TRAFFIC SIGNALS

1. Farm Road 160 (Battlefield Road) and Carver Middle School Entrance (Private Road)
2. Farm Road 163 (National Avenue) and Farm Road 182 (Plainview Road)

SCHOOL FLASHERS

1. Carver School – Hardwired Speed Zone Flashers for eastbound and westbound traffic on Battlefield Road (FR 160) and Electronic Speed Board on Battlefield Road (FR 160) for eastbound traffic only.
2. McBride School – Two Solar Powered Speed Zone Flashers on Golden Avenue. One northbound and one southbound. Two Solar Powered Speed Zone Flashers on Weaver Road. One eastbound and one westbound.
3. Cherokee School – Two Solar Powered Speed Zone Flashers on Plainview Road. One eastbound and one westbound.
4. Wanda Gray School – Two Solar Powered Speed Zone Flashers on Plainview Road. One eastbound and one westbound.
5. Harrison School – Two Solar Powered Speed Zone Flashers on Golden Avenue. One northbound and one southbound.
6. Hickory Hills School – Two Solar Powered Speed Zone Flashers on Farm Road 193. One northbound and one southbound.

INTERSECTION FLASHERS

1. Farm Road 123 and Farm Road 156 – One Stop Sign Flasher on Farm Road 123 for Southbound Traffic Only.

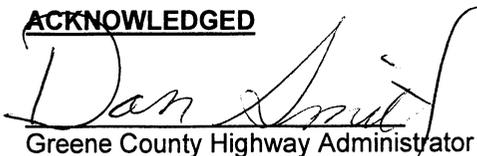
INTERCONNECT BETWEEN SIGNALS

1. Battlefield Road (FR 160) (South Side of road) – Carver School Entrance to City Limit – Conduit, Fiber Optic Cable, and Pull Boxes.

OTHER EQUIPMENT

1. Two Portable Trailer-Mounted Electronic Speed Boards

ACKNOWLEDGED


Greene County Highway Administrator

9/8/11
Date


Traffic Engineer - Transportation Management

9-8-11
Date

**Greene County – City of Springfield Agreement for
Maintenance of Electronic Traffic Control Devices**

SCHEDULE A – LIST OF FACILITIES

Effective Date: 8/20/2012

Note: Schedule to remain in effect until mutually amended or terminated according to Contract 2008-0432:

TRAFFIC SIGNALS

1. Farm Road 160 (Battlefield Road) and Carver Middle School Entrance (Private Road)
2. Farm Road 163 (National Avenue) and Farm Road 182 (Plainview Road)

SCHOOL FLASHERS

1. Carver School – Hardwired Speed Zone Flashers for eastbound and westbound traffic on Battlefield Road (FR 160) and Electronic Speed Board on Battlefield Road (FR 160) for eastbound traffic only.
2. McBride School – Two Solar Powered Speed Zone Flashers on Golden Avenue. One northbound and one southbound. Two Solar Powered Speed Zone Flashers on Weaver Road. One eastbound and one westbound.
3. Cherokee School – Two Solar Powered Speed Zone Flashers on Plainview Road. One eastbound and one westbound.
4. Wanda Gray School – Two Solar Powered Speed Zone Flashers on Plainview Road. One eastbound and one westbound.
5. Harrison School – Two Solar Powered Speed Zone Flashers on Golden Avenue. One northbound and one southbound.
6. Hickory Hills School – Two Solar Powered Speed Zone Flashers on Farm Road 193. One northbound and one southbound.

INTERSECTION FLASHERS

1. Farm Road 123 and Farm Road 156 – One Stop Sign Flasher on Farm Road 123 for Southbound Traffic Only.

INTERCONNECT BETWEEN SIGNALS

1. Battlefield Road (FR 160) (South Side of road) – Carver School Entrance to City Limit – Conduit, Fiber Optic Cable, and Pull Boxes.

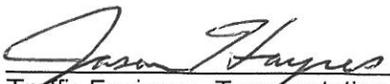
OTHER EQUIPMENT

1. Two Portable Trailer-Mounted Electronic Speed Boards

ACKNOWLEDGED


Greene County Highway Administrator

8/16/2012
Date


Traffic Engineer - Transportation Management

8/20/2012
Date

**Greene County – City of Springfield Agreement for
Maintenance of Electronic Traffic Control Devices**

SCHEDULE B – LIST OF SERVICES AND COSTS

Effective Date: 9/24/2012

Note: Schedule to Remain in Effect Until Mutually Amended or Terminated According to Contract 2008-0432.

SERVICES:

As requested by the Greene County Highway Administrator or authorized designee, the following services are to be provided by the City of Springfield as part of maintaining Greene County electronic traffic control devices in accordance with Contract 2008-0432:

1. Trouble-Shooting (observing operation, inspection of equipment, diagnostic analysis, etc.)
2. Securing of Damaged Equipment
3. Repairs and/or Replacement of Equipment
4. Replacement of Lamps (including cleaning lenses and reflectors, and oiling hinges) or Conversion of Lamps to LED Heads
5. Preventive Maintenance (including cleaning, replacement of filters, conflict monitor testing and visual inspection of all equipment)
6. Provide Traffic Control relative to Work needs
7. Development and Implementation of Programming
8. Other services as requested

Standard services to be provided annually are:

1. Check conflict monitors for proper operation
2. Replace air filters in all controller cabinets

Devices to be maintained upon request could include any of the following:

Traffic Signal Controller Cabinet and Contents, Flasher Cabinet and Contents, Electric Power Supply Assembly, Solar Power Supply Assembly (including solar panel, batteries and cabinet), Poles and Mast Arms, Concrete Bases, Signal/Flasher Heads, Conduit, Cabling, Pedestrian Pushbuttons, Pull Boxes, Traffic Detectors, and Interconnect Cable.

COSTS:

Greene County agrees to reimburse the City of Springfield for incurred costs associated with the maintenance of Greene County electronic traffic control devices at the following rates in accordance with Contract 2008-0432:

<u>Personnel – Normal Working Hours (M-F 7:00 a.m. – 4:30 p.m.)</u>	<u>Hourly Rate</u>
Signal Technician	\$33.97
Signal Coordinator	\$36.37
Signal Supervisor	\$39.34
Professional Engineer	\$49.43

<u>Personnel – Emergency Callout - Overnight, Weekends and Holidays - Per Occurrence</u>	
Signal Technician (4 hour minimum @ 1 ½ times hourly rate)	\$203.82

<u>Vehicles</u>	<u>Hourly Rate</u>
Bucket Truck	\$30.00
Boom Truck	\$50.00
Pickup	\$15.00

<u>Equipment</u>	<u>Daily Rate</u>
Temporary Trailer-Mounted Signal	\$100.00

Materials

To be reimbursed at direct invoice cost.

Personnel rates shall be the burdened rate for each titled position based on the latest revision to the City Salary Ordinance as provided by the City's Finance Department.

Construction – All items installed/repaired by Contract shall be invoiced per Annual Traffic Signal Maintenance Contract for Labor, Materials and Equipment or other publicly bid (per State Procurement Laws) contract as necessary to complete the work.

Note: Greene County shall be responsible for installation/maintenance of all traffic signing required associated with signal installation/operation.

ACKNOWLEDGED


Greene County Highway Administrator


Date


City Traffic Engineer

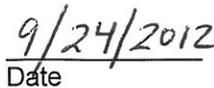

Date

Exhibit 2

ROUTING ORDER	(1) ORIGINATING DEPT.	(2) GREENE COUNTY	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE ____, 20__	TERMINATION DATE	CONTRACT NUMBER: 2008-0432-01	
CITY		COUNTY	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-1167 FAX (417) 864-1176 ATTN: TOM DANCEY DEPT.: PUBLIC WORKS – TRANSPORTATION MNGT.		GREENE COUNTY, MISSOURI 2065 N CLIFTON SPRINGFIELD, MO 65803 PHONE (417) 831-3591 FAX (417) 831-5216 ATTN: RICK ARTMAN, HIGHWAY ADMINISTRATOR	

ADDENDUM

THIS ADDENDUM, made and entered into this ____ day of _____, 20__, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereafter referred to as "City", and the County of Greene in the State of Missouri, hereafter referred to as "County".

Whereas, the City and County desire to amend agreement #2008-0432 with an updated Schedule of Services and Costs to account for needed changes in services and costs; and

Whereas, such cooperation is authorized by the constitution and laws of the State of Missouri; and

Whereas, the benefits of maintaining electronic traffic control devices in an operating condition for the use and safety of the general public will inure to the benefit of the citizens of both the City and County.

NOW, THEREFORE, in consideration of the mutual promises herein, it is agreed by and between the City and County as follows:

1. **Schedule of Facilities:** The City and County will develop and maintain a mutually agreed "Schedule of Facilities" (Exhibit A) that lists the location and devices to be maintained by the City. Included facilities shall be limited to those located within the Urban Service Area as defined by Springfield City Council. The "Schedule of Facilities" may be modified at any time to add or delete locations and/or devices upon written notification by County and acknowledgement of notification and acceptance of the location by City Traffic Engineer.

2. **Schedule of Services and Costs:** The City and County will develop and maintain a mutually agreed "Schedule of Services and Costs" (Exhibit B) that itemizes the maintenance services rendered by the City and the frequency in which desired preventive maintenance services will be performed. The City will provide additional maintenance services upon request by the County. The County will be responsible for reimbursement to the City for labor and vehicle costs as set forth in the "Schedule of

Services and Costs” and for the direct cost of parts necessary to maintain the facilities included in the “Schedule of Facilities”. The “Schedule of Services and Costs” will be updated on a periodic basis and will be effective for a period to be agreed upon by the City and County.

3. **Entire Agreement:** This addendum, together with the Agreement, “Schedule of Facilities”, and the “Schedule of Services and Costs”, contain the entire agreement of the parties. All other provisions of Contract No. 2008-0432 shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF SPRINGFIELD, MISSOURI

GREENE COUNTY, MISSOURI, BY AND THROUGH
THE GREENE COUNTY COMMISSION

By: _____
City Manager

By: _____
Presiding Commissioner

By: _____
Commissioner, 1st District

By: _____
Commissioner, 2nd District

By: _____
Highway Administrator

APPROVED AS TO FORM BY:

City Attorney

County Attorney



**Greene County – City of Springfield Agreement for
Maintenance of Electronic Traffic Control Devices**

SCHEDULE A – LIST OF FACILITIES

Effective Date: _____

Note: Schedule to remain in effect until mutually amended or terminated according to Contract 2008-0432:

TRAFFIC SIGNALS

1. Farm Road 160 (Battlefield Road) and Carver Middle School Entrance (Private Road)
2. Farm Road 163 (National Avenue) and Farm Road 182 (Plainview Road)

SCHOOL FLASHERS

1. Carver School – Hardwired Speed Zone Flashers for eastbound and westbound traffic on Battlefield Road (FR 160) and Electronic Speed Board on Battlefield Road (FR 160) for eastbound traffic only.
2. McBride School – Two Solar Powered Speed Zone Flashers on Golden Avenue. One northbound and one southbound. Two Solar Powered Speed Zone Flashers on Weaver Road. One eastbound and one westbound.
3. Cherokee School – Two Solar Powered Speed Zone Flashers on Plainview Road. One eastbound and one westbound.
4. Wanda Gray School – Two Solar Powered Speed Zone Flashers on Plainview Road. One eastbound and one westbound.
5. Harrison School – Two Solar Powered Speed Zone Flashers on Golden Avenue. One northbound and one southbound.
6. Hickory Hills School – Two Solar Powered Speed Zone Flashers on Farm Road 193. One northbound and one southbound.

INTERSECTION FLASHERS

1. Farm Road 123 and Farm Road 156 – One Stop Sign Flasher on Farm Road 123 for Southbound Traffic Only.

COMMUNICATIONS FACILITIES

1. Battlefield Road (FR 160) (South Side of road) – Carver School Entrance to City Limit – Conduit, Fiber Optic Cable, Pull Boxes, and Antaria Ethernet Switch.
2. National Avenue (FR 163) – Weaver Road to Plainview Road (FR 182) - Ubiquiti M5 Wireless Unit and Antaria Ethernet Switch.

OTHER EQUIPMENT

1. Two Portable Trailer-Mounted Electronic Speed Boards

ACKNOWLEDGED

Greene County Highway Administrator

Date

Traffic Engineer - Transportation Management

Date

**Greene County – City of Springfield Agreement for
Maintenance of Electronic Traffic Control Devices**

SCHEDULE B – LIST OF SERVICES AND COSTS

Effective Date: _____

Note: Schedule to Remain in Effect Until Mutually Amended or Terminated According to Contract 2008-0432.

SERVICES:

As requested by the Greene County Highway Administrator or authorized designee, the following services are to be provided by the City of Springfield as part of maintaining Greene County electronic traffic control devices in accordance with Contract 2008-0432:

1. Trouble-Shooting (observing operation, inspection of equipment, diagnostic analysis, etc.)
2. Securing of Damaged Equipment
3. Repairs and/or Replacement of Equipment
4. Replacement of LED signal indications
5. Preventive Maintenance (including cleaning, replacement of filters, conflict monitor testing and visual inspection of all equipment)
6. Provide Traffic Control relative to Work needs
7. Development and Implementation of Programming
8. Other services as requested

Standard services to be provided annually are:

1. Check conflict monitors for proper operation
2. Replace air filters in all controller cabinets

Devices to be maintained upon request could include any of the following:

Traffic Signal Controller Cabinet and Contents, Flasher Cabinet and Contents, Electric Power Supply Assembly, Solar Power Supply Assembly (including solar panel, batteries and cabinet), Poles and Mast Arms, Concrete Bases, Signal/Flasher Heads, Conduit, Cabling, Pedestrian Pushbuttons, Pull Boxes, Traffic Detectors, Interconnect Cable, Wireless Radio Units, and Network Switches.

COSTS:

Greene County agrees to reimburse the City of Springfield for incurred costs associated with the maintenance of Greene County electronic traffic control devices at the following rates in accordance with Contract 2008-0432:

<u>Personnel – Normal Working Hours (M-F 7:00 a.m. – 4:30 p.m.)</u>	<u>Hourly Rate</u>
Signal Technician	\$35.12
Signal Coordinator	\$37.35
Signal Supervisor	\$40.03
Professional Engineer	\$44.53

<u>Personnel – Emergency Callout - Overnight, Weekends and Holidays - Per Occurrence</u>	
Signal Technician	\$194.60
(4 hour minimum @ overtime hourly rate)	

<u>Vehicles</u>	<u>Hourly Rate</u>
Bucket Truck	\$30.00
Boom Truck	\$50.00
Pickup	\$15.00

<u>Equipment</u>	<u>Daily Rate</u>
Temporary Trailer-Mounted Signal	\$100.00

Materials

To be reimbursed at direct invoice cost.

Personnel rates shall be the burdened rate for each titled position based on the latest revision to the City Salary Ordinance as provided by the City's Finance Department.

Construction – All items installed/repaired by Contract shall be invoiced per Annual Traffic Signal Maintenance Contract for Labor, Materials and Equipment or other publicly bid (per State Procurement Laws) contract as necessary to complete the work.

Note: Greene County shall be responsible for installation/maintenance of all traffic signing required associated with signal installation/operation.

ACKNOWLEDGED

Greene County Highway Administrator

Date

Traffic Engineer - Transportation Management

Date