

**AGREEMENT FOR THE INSTALLATION OF
TRAFFIC CONTROL SIGNALS AND STREET LIGHTS
At the Intersection of Simon Crestway & Woodland Drive
Between the Village of Waunakee and the City of Madison**

THIS AGREEMENT, entered into by and between the City of Madison, a Wisconsin municipal corporation (hereinafter referred to as “Madison”), and the Village of Waunakee, a Wisconsin municipal corporation (hereinafter referred to as “Waunakee”), (Madison and Waunakee hereinafter collectively referred to as the “Parties”) is effective as of the date by which both Parties have signed hereunder.

WITNESSETH:

WHEREAS, Section 66.0301, Wisconsin Statutes, authorizes cities, villages, towns, counties, and other public agencies to enter into agreements for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, a key recommendation of the Madison Area Transportation Planning Board’s Regional Transportation Plan 2050 is to build a well-connected network of regional roadways to accommodate future growth and efficiently distribute traffic within the Madison Urban Area; and,

WHEREAS, Madison cannot effectively manage its own traffic without recognizing the impacts on its roadways from regional transportation; and,

WHEREAS, over time, Madison’s Traffic Engineering Division staff has developed local expertise in the installation and operation of traffic control signals and related equipment, and street lighting systems, and over time have been relied upon to assist other local municipalities in the installation, operation and maintenance of this equipment to ensure that the regional transportation network is properly functioning; and,

WHEREAS, it is in Madison’s interest, as way of strengthening and protecting the regional transportation network, to continue to work with our municipal neighbors to provide certain traffic engineering services, including the installation, maintenance and operation of traffic control signals and street lights, provided that the City is fully reimbursed for these costs; and,

WHEREAS, a capital improvement project at the intersection of Simon Crestway & Woodland Drive is currently ongoing in Waunakee, and as part of this project Waunakee agrees that it is desirable that new traffic control signals and street lights be procured and installed at the intersection of Simon Crestway & Woodland Drive by Madison to improve traffic flow and promote safety; and,

WHEREAS, Madison is agreeable to performing improvements at the intersection of Simon Crestway & Woodland Drive, provided that its costs related to this work is fully reimbursed as provided for in this Agreement; and,

WHEREAS, the Parties expect to enter into a separate agreement regarding Madison's ongoing maintenance and operation of the traffic signals and street lights that are the subject of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement for the Installation of Traffic Control Signals and Street Lights (the "Agreement") is to provide for the installation of traffic control signal equipment and street lights at the intersection of Simon Crestway & Woodland Drive.
2. Installation. Madison agrees to complete the installation of traffic control signals and street lights at the intersection of Simon Crestway & Woodland Drive in accordance with plans prepared by Waunakee and approved by Madison's Traffic Engineering Division. These plans are incorporated herein by reference. The cost of installation of said items as stated in this Agreement shall be the sum cost of equipment, labor, and engineering costs incurred by Madison to finalize said installation.
3. Waunakee's Share. Waunakee agrees to pay Madison 100 percent of Madison's cost to install traffic signals and street lights at the intersection of Simon Crestway & Woodland Drive. If Madison's cost to install the traffic signal and street lights is expected to exceed \$150,000.00 for these improvements, Madison shall cease work on this project and inform Waunakee. Upon Waunakee's written agreement to exceed the cost on either or both projects, work shall continue.
4. Payment. Madison shall prepare invoices for the installation costs of the traffic control signals and street lights that are the subject of this Agreement. Waunakee shall pay Madison within thirty (30) days after invoices are submitted by Madison.
5. Liability. Each party shall be responsible its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
6. Non-Discrimination. In the performance of the obligations under this Agreement, the Parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national

origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The Parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor, or person who offers to subcontract on this Agreement, because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

7. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by United States mail at the Parties' respective addresses set forth below. Each notice shall be deemed to have been received on the date of postmark, if sent by certified mail, postage prepaid, addressed to:

<u>Name</u>	<u>Address</u>
City of Madison	City Traffic Engineer 215 MLK Jr. Blvd., Room 109 Madison, WI 53703
Village of Waunakee	Village Engineer 500 West Main Street Waunakee WI 53597

8. Final Agreement. This Agreement entered into by the Parties on this date constitute the entire agreement of the Parties with respect to the subject matter hereof, and may only be modified or supplemented by an additional writing between the Parties. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin. The invalidity of any provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Agreement.
9. Construction. The Parties acknowledge that this Agreement is the product of negotiations between the Parties and that, prior to the execution hereof, each Party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against, any Party because that Party's attorney drafted this Agreement or any part hereof.
10. Miscellaneous.
- All addenda and exhibits attached to this Agreement shall be considered part of this Agreement and the terms and conditions in such addenda and exhibits shall be binding upon all parties.
 - This Agreement is intended to benefit the parties hereto and their respective officials and shall not be construed to create any right or benefit on behalf of any person, firm, corporation or other entity not a party hereto.

11. Counterparts; Electronic Delivery. This Agreement may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Agreement may be exchanged between the Parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

IN WITNESS WHEREOF, Madison and Waunakee have executed this Agreement effective as of the date when all parties hereto have affixed their respective signatures.

FOR THE VILLAGE OF WAUNAKEE

Chris Zellner, Village President

Date

Caitlin Stene, Village Clerk

Date

Renee Meinholz, Finance Director

Date

Approved as to Form:

, Village Attorney

Date

FOR THE CITY OF MADISON

Satya Rhodes-Conway, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

David P. Schmiedicke, Finance Director

Date

Approved as to form:

Michael Haas, City Attorney

Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES ___ - _____,
ID No. _____, adopted by the Common Council of the City of Madison on _____, 20__.