

SIGNAL MAINTENANCE AGREEMENT

FOR THE FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025

BETWEEN

CITY OF WEST MONROE

MUNICIPALITY

AND

STATE OF LOUISIANA

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

State of Louisiana Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2024, and between the Louisiana Department of Transportation, an agency of the State of Louisiana, herein called the "Department" and the City of West Monroe, a political subdivision of the State of Louisiana, herein called the "Maintaining Agency".

WITNESSETH:

OF 1950 vest in the Department of Transportation and Development full control of all municipal streets which form a continuation of the State Highway System, designated in R.S. 48:191 as modified by action of the Secretary of Transportation and Development; and

WHEREAS, the provision of L.R.S. 48:193 permit the Department of Transportation and Development to contract with the Maintaining Agency for the performance of such repair maintenance functions as the Maintaining Agency is able to perform, and both the Department and the Maintaining Agency will provide certain services.

WHEREAS, the maintenance, and operation of traffic signals (controller, cabinet, heads, loops, and etc.) or signal systems (interconnect, modems, telecommunication drops, central computers, and etc.) are necessary for safe and efficient highway transportation along the State Highway System; and

WHEREAS, the Department proposes that the Maintaining Agency shall maintain and operate traffic signals and signal systems at certain locations along the State Highway System within the City Limits of West Monroe, Louisiana, as shown on the attached list.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, the parties mutually agree and covenant as follows:

1. When the District Administrator of the Department has submitted a Traffic Signal Maintenance Agreement to the Maintaining Agency, and the designated officer of the Maintaining Agency has approved the Traffic Signal Maintenance Agreement, the Maintaining Agency shall undertake the responsibilities to maintain and operate traffic signal lights. This shall also include the furnishing of electrical power for such signals owned by the Department. Routine maintenance of a signal shall be the replacement of inoperative LEDs, light bulbs and fuses, and the straightening of signal heads and signs. The Maintaining Agency shall notify the Department and provide traffic controls at an intersection when it is unable to return a malfunctioning signal to service by routine maintenance.

2. If, in the opinion of the Department's District Administration, the Maintaining Agency has failed to properly maintain any of the traffic signals under contract, and after the Maintaining Agency has been notified in writing and given adequate opportunity to correct the condition and the Maintaining Agency has refused to correct said condition, the Department's District Administrator may order the Department's forces to perform such work as, in his opinion, is necessary, and deduct the cost thereof from any monies due or to become due to the Maintaining Agency.
3. However, notwithstanding anything to the contrary herein, Municipality shall neither indemnify nor hold harmless the Department for any negligence of any party other than that which is directly attributable to the Maintaining Agency, its agent or employees. Specifically, but without limitation, the Maintaining Agency shall not indemnify nor hold harmless the Department for the negligence of employees or agents of the Department, and shall not indemnify nor hold harmless the Department for the negligence of any parties, persons, or employees or agents of a third party over which the Maintaining Agency has no dominion or control.
4. This agreement may be terminated by either party upon thirty (30) days notice in writing to the other party, in which event the Department shall reimburse the Maintaining Agency the amount due up to the time of discontinuance.
5. **For the maintenance obligations herein assumed by the Maintaining Agency, the Department will reimburse the Maintaining Agency on a semi-annual basis for maintenance cost on each approved traffic signal installation (28), shown on the attached listing, at the rate of \$800.00 per signal/per year. For each traffic signal added or removed during the year by the Department, the maintenance costs shall be computed on a pro-rated basis of the yearly amount for the number of months remaining in the year.**

The agreement for said maintenance shall begin July 1, 2024 and end June 30, 2025 unless same shall be sooner terminated.

CITY OF WEST MONROE
TRAFFIC SIGNALS UNDER CONTRACT

| <u>LOC NO.</u> | <u>LOCATION OF SIGNAL</u> |
|--------------------|--|
| 141 | I-20 EASTBOUND ON-RAMP @ LA 617 (THOMAS ROAD) |
| 140 | I-20 WESTBOUND OFF-RAMP @ LA 617 (THOMAS ROAD) |
| 83 | COLEMEN AVE. @ S. 5 TH ST. & I-20 |
| 91 | US 80, LA 15 (CYPRESS ST.) @ LA 617 (WARREN DR.) |
| 65 | US 80, LA 15/617 (CYPRESS ST.) @ LA 617 (THOMAS RD) |
| 66 | US 80, LA 15 (CYPRESS ST.) @ LA 143 (N. 7 TH ST.) |
| 67 | US 80, LA 15 (CYPRESS ST.) @ S. CHURCH ST. |
| 68 | US 80, LA 15 (CYPRESS ST.) @ CRYER ST. |
| 69 | US 80, LA 15 (CYPRESS ST.) @ TRAVIS ST. |
| 70 | US 80, LA 15 (CYPRESS ST.) @ CROSLEY ST. |
| 71 | US 80, LA 15 (CYPRESS ST.) @ LA 34 (BRIDGE ST.) |
| 72 | US 80 (BRIDGE ST.) @ TRENTON ST. |
| 77 | LA 34 (JONESBORO RD) @ REAGAN & BANCROFT |
| 78 | LA 34 @ NATCHITOCHES ST. |
| 79 | LA 34 (MILL ST.) @ LA 143 (N. 7 TH ST.) |
| 80 | LA 34 (STELLA ST.) @ LA 143 (N. 7 TH ST.) |
| 136 | LA 143 (N. 7 TH ST.) @ TRAVIS ST. |
| 113 | LA 143 (N. 7 TH ST.) @ PARKWOOD DR. & SLACK ST. |
| 81 | LA 143 (N. 7 TH ST.) @ MCMILLIAN ROAD |
| 119 | LA 143 (N. 7 TH ST.) @ RIDGE AVE. & POWELL |
| 82 | LA 143 (N. 7 TH ST.) @ LA 616 (ARKANSAS ST.) |

CITY OF WEST MONROE
TRAFFIC SIGNALS UNDER CONTRACT

| <u>LOC NO.</u> | <u>LOCATION OF SIGNAL</u> |
|--------------------|---|
| 133 | LA 617 (WARREN DR.) @ WELLERMAN RD |
| 110 | LA 617 (THOMAS RD) @ DOWNING PINES RD & OLD NATCHITOCHES RD |
| 104 | LA 617 (THOMAS RD) @ GLENWOOD DR. |
| 130 | LA 617 (THOMAS RD) @ MCMILLIAN RD |
| 169 | LA 617 (THOMAS RD) @ CONSTITUTION DR. |
| 176 | LA 143 (N. 7 TH ST.) @ CROSLEY ST. |
| 187 | I-20 WESTBOUND OFF/ON RAMP @ DOWNING PINES RD |

TOTAL NUMBER OF SIGNALS: 28