

RESOLUTION NO. 2018-24

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BENTON CITY TO SIGN THE AGREEMENT GMB 1125 FOR RADAR-CONTROLLED SPEED SIGN WITH THE WASHINGTON DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Benton City has recognized the need for a radar-controlled "Your Speed" sign near the Chris Avenue intersection of SR 225 Northbound and potentially a second sign in a location to be determined, for the benefit of public health and safety; and

WHEREAS, the City of Benton City has requested and the Washington State Department of Transportation ("WSDOT") has agreed to allow the City to install one "Your Speed" radar-controlled speed sign within WSDOT-owned right-of-way near the Chris Avenue intersection of SR 225 Northbound; and

WHEREAS, the City of Benton City has requested the possibility of one additional "Your Speed" radar speed sign to be installed within WSDOT-owned right-of-way at a location yet to be controlled; and

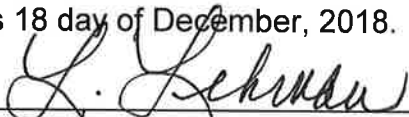
WHEREAS, the City and WSDOT have entered into an Agreement governing the responsibilities and liabilities of each party with respect to said signs. NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF BENTON CITY, WASHINGTON, hereby resolves as follows:

That the Mayor of the City of Benton City, Washington, is hereby authorized and directed to sign Agreement GMB 1125 dated December 18, 2018 a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and to take all necessary steps required to complete this transaction.

ADOPTED this 18 day of December, 2018, by the City Council of the City of Benton City, Washington, and signed in authentication of its passage this 18 day of December, 2018.

Resolution 2018- 24 filed and recorded in the office of the City Clerk of the City of Benton City, Washington, this 18 day of December, 2018.



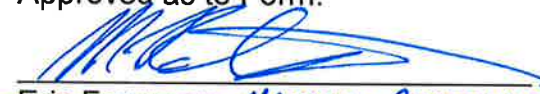
Linda Lehman, Mayor

Attest:



Stephanie Haug, MMC
City Clerk/Treasurer

Approved as to Form:



Eric Ferguson *MATTHEW STURTEVANT*
City Attorney *FOR*
ERIC FERGUSON

Agreement GMB 1125 "Your Speed" Radar Speed Sign

This Maintenance Agreement hereinafter "Agreement" is made and entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and the City of Benton City, a Washington State municipal corporation, 1009 Dale Avenue Suite A, Benton City, WA 99320, hereinafter the "CITY," collectively referred to as the "Parties" and individually the "Party".

Recitals

1. The CITY has requested and the WSDOT has agreed to allow the CITY to install one (1) "Your Speed", Radar Sign, within WSDOT-owned right of way, near the Chris Ave. intersection of SR 225 Northbound, hereinafter the "Sign".
2. The CITY has an interest in potentially installing one (1) additional "Your Speed", Radar Speed Sign, hereinafter the "Additional Sign"; to be installed within WSDOT-owned right of way, at a location to be determined. WSDOT is willing to consider the installation of the Additional Sign subject to the terms and conditions set forth below.
3. The Parties wish to define the responsibilities for installation and maintenance of the Sign and the Additional Sign.

NOW, THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibit A (Evolis Sign Specifications) and Exhibit B (Chris Ave. sign location) which are incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

- 1.1 The CITY agrees to purchase, install, maintain, and if warranted, replace the Sign at the CITY's sole cost and expense. WSDOT agrees that the Sign will be owned by the CITY.
- 1.2 The CITY agrees that any modification from the design shown on Exhibit A shall be submitted to WSDOT for review and approval prior to installation and/or replacement.
- 1.3 The CITY shall field verify the locations of all existing utilities prior to the installation of the Sign.

- 1.4 The CITY agrees that installation, maintenance, and replacement work within the SR 225 right of way for the Sign, shall be restricted to daylight hours, and no work shall be allowed within the SR 225 right of way on Saturdays, Sundays or holidays, unless authorized by the WSDOT.
- 1.5 The CITY shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTDC), current edition, when installing, maintaining or replacing the Sign.
- 1.6 The CITY agrees that any closure or restriction of SR 225 for the purpose of installing, maintaining, or replacing the Sign shall require a WSDOT-approved traffic control plan prior to performing any work.
- 1.7 The CITY agrees that it will pay all operational power costs for the Sign.
- 1.8 The CITY shall submit detailed plans for the Sign, the plans shall include at a minimum, the following information:
 - a) The proposed location of the Sign, the location of the Sign shall be in accordance with WSDOT Standard Plans. The final location of the Sign will be as located and staked by WSDOT.
 - b) Specify at what speeds operate in flash/static mode. WSDOT requires the Sign flash mode to engage at above the posted speed limit.
 - c) Description of the signpost installation and material details. Materials used for signpost installation shall be in accordance with WSDOT Standard Specifications. WSDOT will allow the Sign to be installed on the same post as an existing speed limit sign or on a new post installation.
- 1.9 The CITY agrees to repair and maintain the Sign and keep the Sign in working order at all times. If WSDOT discovers damages to the Sign, or the Sign becomes nonoperational, WSDOT will notify the CITY in writing of the needed repairs, and the CITY agrees to make those repairs within ninety (90) calendar days of notification. If the CITY does not repair the damage within this timeframe, WSDOT will remove the Sign and return sign to the CITY and the CITY will be required to reimburse WSDOT for the costs associated with the Sign removal.

In the event a hazardous condition that is a result of the Sign, its installation, or its maintenance arises that the WSDOT deems may endanger the state highway, pedestrians, or the traveling public, the WSDOT will immediately notify the CITY of the hazard and the CITY agrees to immediately correct said hazard at the expense of the CITY. If the CITY does not immediately correct the hazard the WSDOT will remove the Sign and the CITY will be required to reimburse WSDOT for the costs associated with the Sign removal.

If the WSDOT removes the sign per Section 1.9, WSDOT will invoice the City and provide supporting documentation, and the City agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.

2. Right of Entry

- 2.1 Subject to the terms of this Agreement, the WSDOT hereby grants to the CITY and its authorized agents, contractors and subcontractors, and their employees a right of entry upon WSDOT-owned right of way for the purpose of installation, maintenance, repair and or replacement of the Sign.

3. Amendment

- 3.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

4. Additional Sign

- 4.1 Installation of the Additional Sign is subject to the written approval of WSDOT, which approval may be granted or withheld by WSDOT in its sole discretion. The CITY's request for approval of the Additional Sign must comply with the requirements of Section 1.8.
- 4.2 Upon WSDOT's written approval of the Additional Sign, the installation, maintenance, operation, and replacement of the Additional Sign shall be subject to all of the terms and conditions of this Agreement.
- 4.3 Notwithstanding Section 3, Amendment, WSDOT's written approval of the Additional Sign and the CITY's installation, maintenance, operation, and replacement of the Additional Sign shall not require an amendment to this Agreement. In addition, the Parties may without amendment of this Agreement modify Exhibit A and Exhibit B to incorporate the information relevant to the Additional Sign.

5. Termination

- 5.1 In the event that the WSDOT determines the sign requires removal WSDOT may terminate this Agreement after providing the CITY with a thirty (30) calendar days written notice of termination. The CITY may terminate this Agreement without cause with a thirty (30) calendar days written notice. If CITY chooses to terminate, the CITY may remove the Sign upon termination and within ninety (90) days shall return the condition of the property disturbed to the condition before the Sign's installation. If either terminates this Agreement it shall be in writing indicating the reason for the termination.
- 5.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. Indemnification

- 6.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the Parties own negligent acts or omissions performed under this Agreement. The Parties shall not be required to indemnify, defend; or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) WSDOT, its employees, authorized agents, and contractors and (b) the CITY, its employees or authorized agents, or contractors, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees, authorized agents, and/or contractors.
- 6.2 Section 6.1 shall survive the termination of this Agreement.



7. Disputes

- 7.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the CITY shall each appoint a member to a disputes board; these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

8. Venue

- 8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the Superior Court situated in Benton County, Washington unless filing in another is required under any provision of the Revised Code of Washington. Further, the Parties agree that each will be solely responsible for payment of its own attorney fees, witness fees and costs.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

BENTON CITY
By: 
Printed: Linda Lehman
Title: Mayor
Date: 12/18/18
APPROVE AS TO FORM
By: 
Printed: Kerr Ferguson Law <i>MATTHEW R. STURTEVANT</i>
Title: City Attorney
Date: 12/18/18

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By:
Printed: Todd V. Trepanier, P.E.
Title: SCR Regional Administrator
Date:
APPROVE AS TO FORM
By: 
Printed: Mark Schumock
Title: Assistant Attorney General
Date: 11/27/2018

The EVOLIS Radar Speed Sign

...one product, GLOBAL solution



The **EVOLIS Radar Speed Sign** is a highly powerful yet budget-friendly, traffic-calming tool, ideal for all traffic scenarios and environments. Designed for effortless mobility, the lightweight yet robust radar is constructed from highly durable, UV-resistant ABS Injected Molded Resin, and at only 19lbs, it is fully adapted for permanent placement or portable use. The EVOLIS offers three power-source choices, suitable for every type of project.

This extremely efficient, pole-mounted radar detects vehicles from over 1,000ft away! And its exclusive and high-quality features, which include ultra-bright, tri-color, LED speed digits and the simultaneous display of programmable messages, help correct driver behavior with an average of **25% in speed reduction!**

Each EVOLIS Radar Speed Sign includes bidirectional traffic data collection and intuitive traffic analysis software, which elevates the EVOLIS Radar Speed Sign from an effective traffic calming device to an **indispensable ally in speed infraction prevention and enforcement.** This sophisticated service has NO subscription fees and the updates are entirely FREE for life! Offer your community the best, while saving the most with the EVOLIS Radar Speed Sign!

The GLOBAL favorite!

**11,000+ EVOLIS Radar Speed Signs installed in
5,000+ communities WORLDWIDE!**

Pack Features:

- ✓ EVOLIS Radar Speed Sign (3 power-options)
- ✓ Message Display – Entirely programmable
- ✓ Traffic Data Collection – Bidirectional!
- ✓ Software for traffic data analysis and radar configuration, FREE updates & NO subscription fees!
- ✓ Bluetooth® + Smartphone App
- ✓ Mounting kit & power specific accessories
- ✓ 2 Year Warranty



User Guide

Product: Evolis



- Installation height:**

Radar placement on pole: between 7ft and 16ft (from the bottom edge of the radar sign).
 Radar distance from the road: Anywhere from 3-9ft (no less than 3ft from the road to avoid accidental vehicle collision, and no more than 9ft from the road).

Horizontal orientation	The Evolis must be perpendicular to the road , if the sign is installed at the maximum distance of 9ft from the road, the sign should still be placed perpendicular to the road in order to keep a maximum detection accuracy. (e.g. 90° to the road)
Vertical orientation	The sign must be installed straight, unless there is a large gradient (+/- 5°). In this case, the sign can be installed with the same angle (using a wedge) in order to optimize the detection range.



For any value exceeding 5%, please contact us.

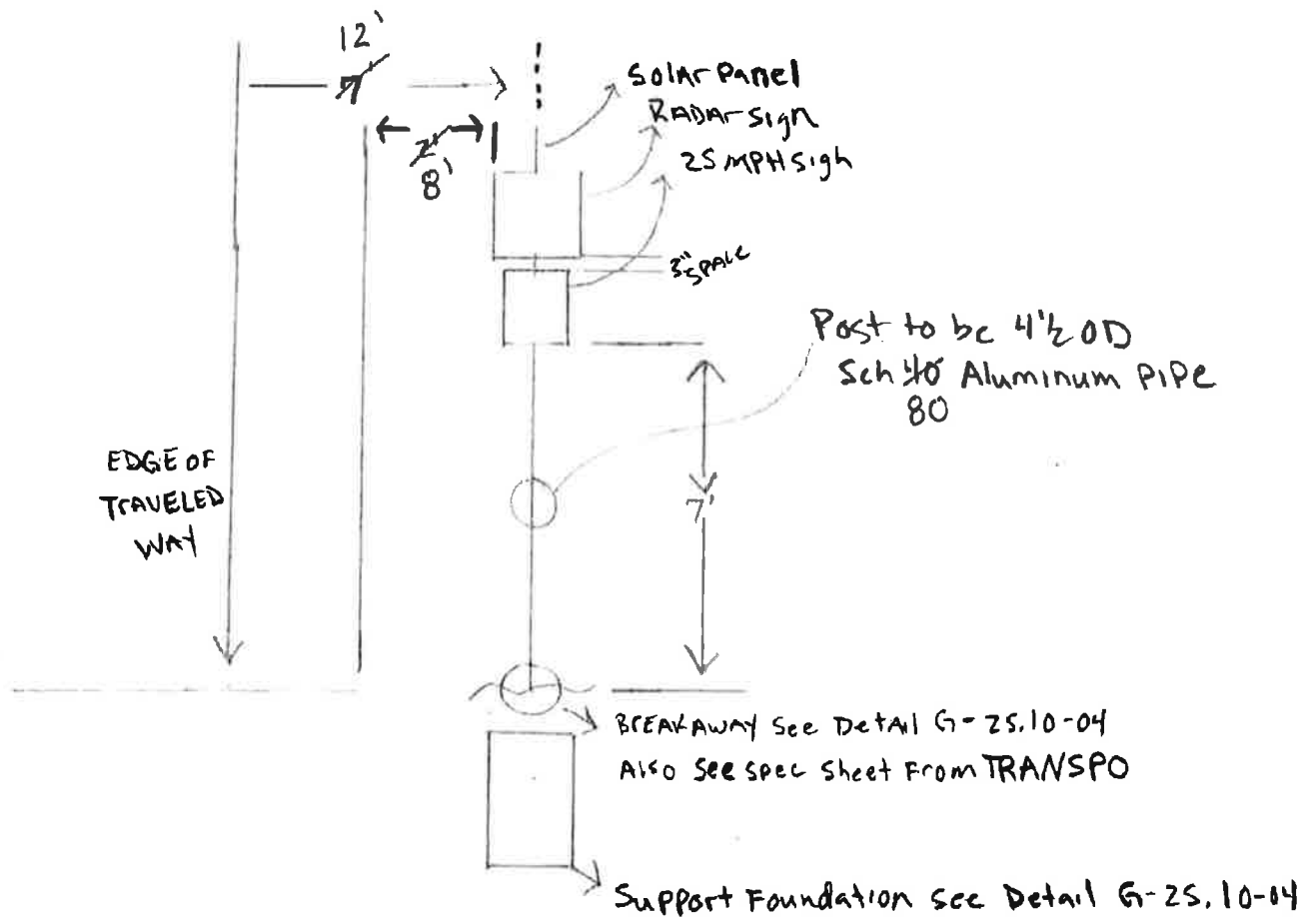
GMB 1125
 Exhibit A
 Sheet 2 of 6



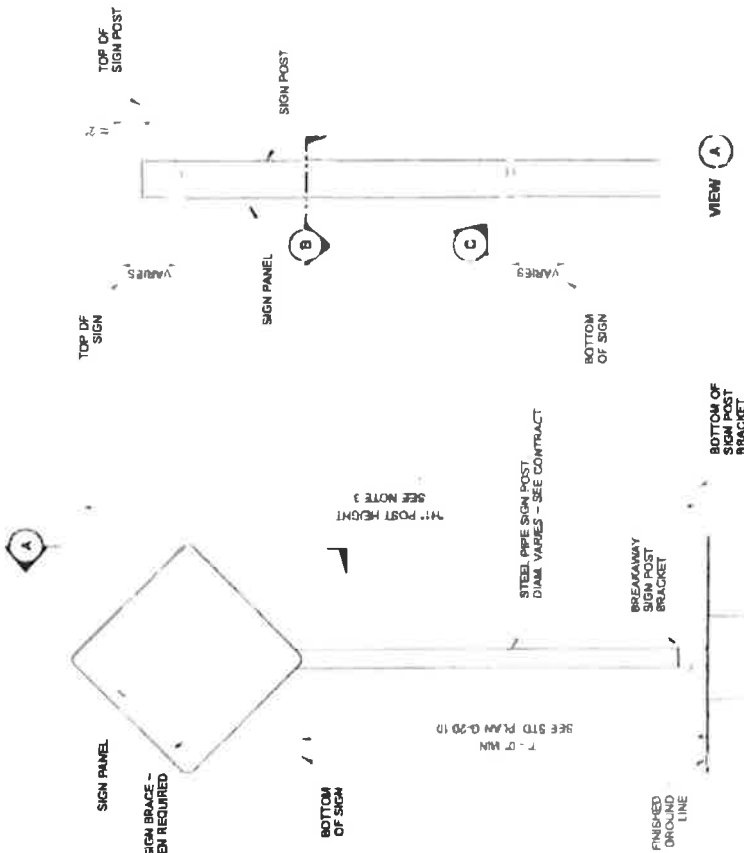
Factory Settings

Dial Switch Position	20 mph	25 mph	30 mph	35 mph	50 mph
Minimum speed displayed	9 mph	0 mph	0 mph	0 mph	0 mph
Color change	21 mph	20 mph	31 mph	36 mph	51 mph
Amber Zone *	2 mph	0 mph	2 mph	2 mph	2 mph
Flashing control	26 mph	31 mph	36 mph	41 mph	56 mph
Maximum speed displayed	31 mph	36 mph	41 mph	46 mph	61 mph
Message n°1	From 9 to 20 mph	From 9 to 25 mph	From 9 to 30 mph	From 9 to 35 mph	From 9 to 50 mph
Message n°2	From 21 to 30 mph	From 28 to 35 mph	From 31 to 40 mph	From 36 to 45 mph	From 51 to 60 mph
Message n°3	From 31 mph	From 36 mph	From 41 mph	From 46 mph	From 61 mph

* Amber activation: The factory setting includes the use of two colors for the speed dial: green and red. To activate the amber, for the speed display to use three colors: green, red and amber, go to your Evocom software and select the "tri-color" option.



DRAWN BY: LISA CYFORD



ELEVATION

1" DIAM NYLON WASHER
- WHEN SIGN FACE HAS
TYPE 3 OR 4 SHEETING

5/16" DIAM HEX
HEAD BOLT

1" DIAM STEEL
FLAT WASHER

SIGN PANEL

MOUNTING BRACKET
AND STEEL STRAP -
SEE NOTE 4

5/16" DIAM HEX
HEAD BOLT

1" DIAM STEEL
FLAT WASHER

SIGN PANEL

1" DIAM NYLON WASHER
- WHEN SIGN FACE HAS
TYPE 3 OR 4 SHEETING

5/16" DIAM HEX
HEAD BOLT

1" DIAM STEEL
FLAT WASHER

SIGN PANEL

MOUNTING BRACKET
AND STEEL STRAP -
SEE NOTE 4

SIGN POST

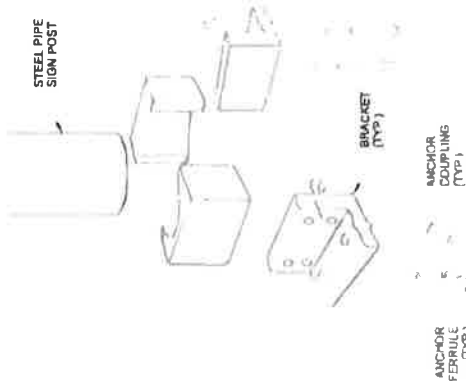
VIEW A

DETAIL C

SECTION B

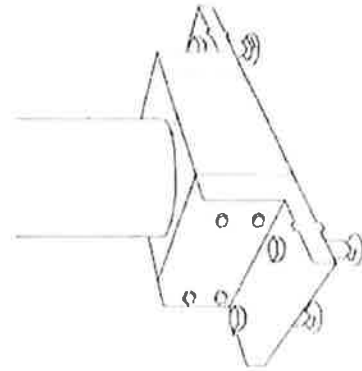
NOTES

1. Dimensions for the parts used to assemble the base connections are intentionally not shown. Base connections are patented, manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are only shown on this plan to illustrate how the parts are assembled.
2. For Steel Sign Support Foundation, see Standard Plan G-25.10
3. For "H" refer to the Sign Specification Sheet in the Contract
4. Mounting brackets with steel straps shall be the stainless steel one bolt, flared leg bracket and 3/4" wide, 0.030" thick strap "Band-It" products or an approved equal.



EXPLODED VIEW

BREAKAWAY SIGN BRACKET ASSEMBLY



PERSPECTIVE VIEW

BREAKAWAY SIGN BRACKET ASSEMBLY



**STEEL SIGN SUPPORT
TYPE AP
INSTALLATION DETAILS
STANDARD PLAN G-24.10-00**

SHEET 1 OF 1 SHEET

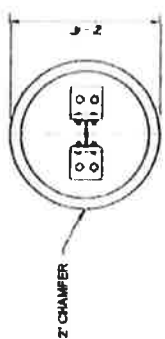
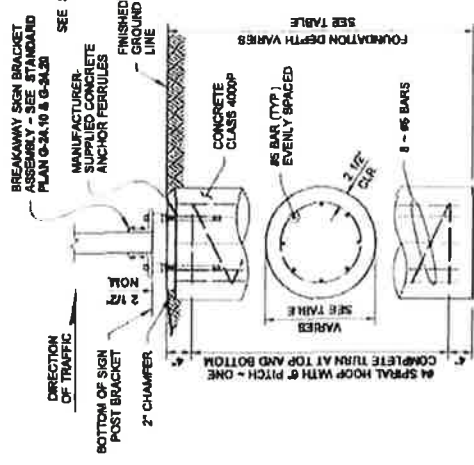
APPROVED FOR PUBLICATION

Pasco Berntsen III

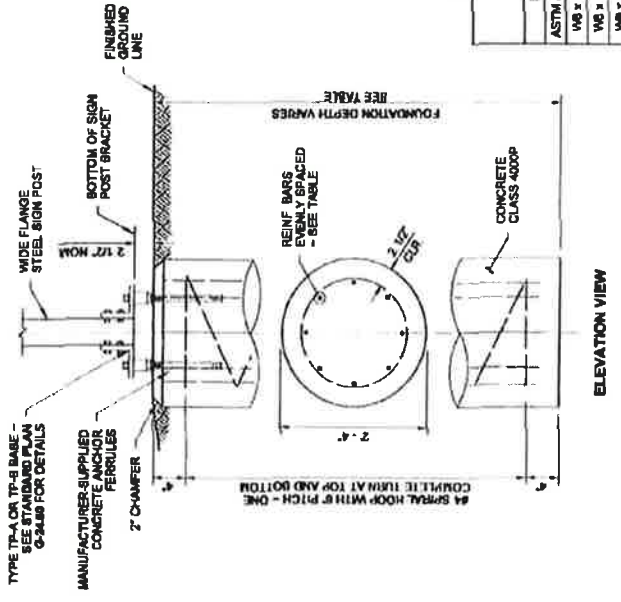
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Washington State Department of Transportation

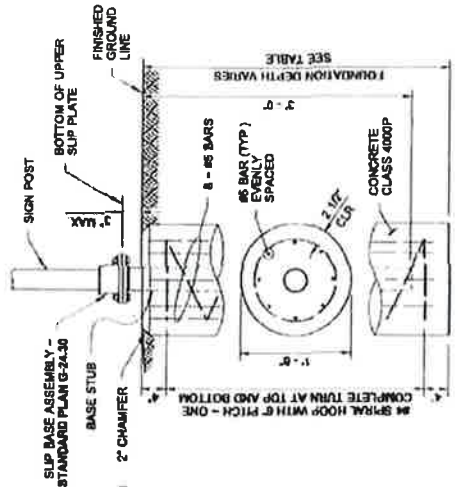
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PLAN VIEW



ELEVATION VIEW



ELEVATION VIEW

NOTES

- 1 Per TRANSPO: 5" to 8" square steel posts are acceptable and require type TP-B foundations.
- 2 Install conduit for post-mounted Junction Box in the concrete foundation, when required. See Standard Plan J-40.36, Sheet 2.

KEY NOTES

- Foundation depths based on allowable lateral bearing pressure in excess of 2500 PSF.
- Two-post installation.
- Single-post installations require square steel posts. For single-post installations, divide the post MAX. XYZ in half.

TYPE PL, TYPE PL-T & TYPE PL-U FOUNDATION TABLE

MAX. XYZ	FDN. DEPTH
225	3'-0"
265	4'-0"
300	4'-0"
600	4'-0"

TYPE AS & TYPE AP FOUNDATION TABLE

POST SIZE	MAX. XYZ	FDN. DIAM.	FDN. DEPTH
4" x 8"	260	18"	4'-0"

POST SIZE	MAX. XYZ	FDN. DIAM.	FDN. DEPTH
3" O.D.	225	18"	3'-0"
3 1/2" O.D.	260	18"	4'-0"
4" O.D.	275	24"	4'-0"
4 1/2" O.D.	300	24"	4'-0"

TYPE TP-A & TYPE TP-B FOUNDATION TABLE

POST SIZE	MAX. XYZ	ASTM A 36	ASTM A 502	2 POST	3 POST	VERTICAL REBAR	FDN. DEPTH
W8 x 12	1570	W8 x 12	W8 x 12	2	3	8-#5	4'-0"
W8 x 16	2040	W8 x 16	W8 x 16	2	3	8-#5	5'-0"
W8 x 21	4120	W8 x 21	W8 x 21	2	3	8-#5	7'-0"
W10 x 26	6320	W10 x 26	W10 x 26	2	3	8-#7	8'-0"
W12 x 30	6700	W12 x 30	W12 x 30	2	3	8-#7	8'-0"



STEEL SIGN SUPPORT FOUNDATION DETAILS
STANDARD PLAN G-25.10-04
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Pasco Batofish III 6/10/13
1/13/13 DESIGN MODIFICATION
Washington State Department of Transportation

GMB 1125
Exhibit A
Sheet 6 of 6

