



Atlantic Transportation Systems, Inc.

MUNICIPAL SERVICE AGREEMENT FOR MAINTENANCE OF TRAFFIC CONTROL SIGNALS

Agreement is signed, this 1st day in August 2023, with an immediate effective date of signing by and between **Atlantic Transportation Systems, Inc., (ATS, Inc.)** a traffic installation and maintenance corporation, with its principal place of business in Camp Hill, Pennsylvania, hereinafter known as “**ATS, Inc.**” AND **Highspire Borough** hereinafter known as “**MUNICIPALITY**”;

WITNESSETH:

WHEREAS, MUNICIPALITY and **ATS Inc.** hereto desire to enter into a contract for the maintenance, service and repair of traffic control signals, situated and located in Highspire Borough, Dauphin County;

WHEREAS, MUNICIPALITY has by official and duly authorized action approved this municipal services agreement following statute law or regulation authorizing the services, maintenance and repairs contemplated by this Agreement for the benefit of **MUNICIPALITY**, and **ATS, Inc.** hereby relies upon said representation for the purposes of providing maintenance, service and repair of traffic control signals and devices for the benefit of **MUNICIPALITY**.

NOW, THEREFORE, it is mutually agreed and represented as follows:

- 1. EXCLUSIVE CONTRACTOR: ATS, Inc.** shall be the exclusive contractor for the maintenance, service and repair of all traffic control signals within **MUNICIPALITY** for the benefit of **MUNICIPALITY** during the term of this Agreement in accordance with Statute laws.
- 2. SCOPE OF SERVICES: ATS, Inc.** shall, subject to the general control of **MUNICIPALITY**, render and perform the following services:

(a) Afford **MUNICIPALITY** the full benefit of the experience, judgment, advice and assistance of its officers, employees and other members of its organization, in respect to all matters pertaining to the maintenance, service and repair of said traffic control signals; and

(b) Perform any maintenance, service, or repair of said traffic control signals; necessary to keep said traffic control signals in good working condition including, but not limited to the maintenance set forth in "Commonwealth of Pennsylvania, Department of Transportation's *Guidelines for the Maintenance and Operation of Traffic Signal*" (Pub. 191), special provisions and updates associated therewith; and Publication 408.

(c) Twenty-four (24) hours on-call emergency service or repair; and

(d) Keep and maintain at all times records pertaining to the maintenance, service, or Repair performed by **ATS, Inc.** all of which shall be furnished to **MUNICIPALITY** upon reasonable request; and

(e) Make purchases, and maintain an inventory of, necessary parts and supplies for maintenance, service, or repair of said traffic control signals, including, but not limited to, parts and supplies purchased at the request of **MUNICIPALITY**, which are unique to the traffic control signals in **MUNICIPALITY**; and

(f) **ATS, Inc.** shall maintain, and require all contractors and subcontractors working at **ATS Inc.** direction to maintain, public liability and workmen's compensation insurance and shall submit certificates therefore to **MUNICIPALITY** upon reasonable request.

(g) **ATS, Inc.** shall make final repairs as outlined and warrant all repairs for a period of 30 days at which any additional costs will be the responsibility of the contractor.

3. HOURLY RATES: MUNICIPALITY and **ATS, Inc.** agree that **MUNICIPALITY** shall pay **ATS, Inc.** in accordance with the following hourly rate schedule:

(a) Service Personnel: Request for service be paid at a rate of one hundred twenty dollars (\$120.00) per hour for technician and vehicle, for maintenance, service or repair of said traffic control signal(s) during regular business hours during the term of this agreement. A rate of one hundred eighty dollars (\$180.00) per hour for each technician for call outs or emergency requests for service not made during regular business hours. All invoices should be a minimum of three (3) hours of service.

(b) Flagger/Safety personnel: Flagger/Safety personnel shall be paid at a rate of eighty dollars (\$80.00) per hour, for maintenance, service or repair of said traffic control signal(s) during regular business hours during the term of this agreement, and at the rate of one hundred twenty dollars (\$120.00) per hour during non-regular business hours.

(c) Regular Business Hours. For the purpose of this Agreement "regular business hours" shall be from 7 a.m. to 4 p.m. prevailing time, except Saturday, Sundays and legal holidays. Request for service made outside of Regular Business hours as defined herein, including calls made on Saturday, Sundays and legal holidays, shall be classified as emergency requests for service.

(d) Payment for services. **MUNICIPALITY** agrees to pay **ATS, Inc.** within a period of thirty (30) days after submission of an invoice by **ATS, Inc.** to **MUNICIPALITY**. Payments made by **MUNICIPALITY** after a period of thirty (30) days shall include a late fee of *one and one-half* percent (1.5%) of the total invoice submitted to **MUNICIPALITY** by **ATS, Inc.** Failure of **MUNICIPALITY** to pay **ATS, Inc.** in accordance with the subparagraph shall constitute reasonable grounds and basis for **ATS, Inc.** to terminate the municipal services agreement without any further liability, claim or demand for traffic control maintenance, service and repair by **MUNICIPALITY**.

4. SERVICE AUTHORIZATION REQUESTS: MUNICIPALITY agree that **ATS, Inc.** shall be authorized to respond to any request for regular or emergency services upon telephone by any municipal agent, municipal police officer, State police officer, local or county emergency service manager or other duly authorized agent of **MUNICIPALITY** for necessary emergency service

or repair of said traffic control signals within estimated time of notification by a representative of ATS, Inc.

5. PREVENTIVE MAINTENANCE. Routine scheduled maintenance will be performed twice a year and will be paid on a per intersection basis. The maintenance will be performed in accordance with PA Publication 191 and will require the bench testing of conflict monitors twice a year. The pricing per intersection will be as follows:

Intersection	Cost per intersection	# of times inspection per year	Total cost per intersection per year
All intersections	\$500.00, includes report and testing results of conflict monitor	2, except if contract is signed the second half of the year	\$1000.00
TOTAL COST PREVENTIVE MAINTENANCE PER YEAR			

6. TRAFFIC CONTROL SIGNALS: For purposes of this Agreement, "Traffic Control Signals" shall be defined as any device, whether manually, electrically, or mechanically operated, by which vehicular and/or pedestrian traffic is alternately directed to stop and permitted to proceed.

7. TERM OF AGREEMENT/RENEWAL OF AGREEMENT: This Agreement shall be in force and effect for a term beginning with the dates hereof and shall continue for a period of one (1) year thereafter. Upon expiration of this Agreement, an option to renew all terms of this agreement can be executed in writing once agreed upon by both parties. Either party may terminate this agreement for any reason by providing the other party with ninety (90) days written notice.

8. MODIFICATIONS/INTERPRETATIONS: This agreement represents the entire agreement between the parties. All modifications to the Agreement shall be in writing and signed by the authorized representative of the parties, and no verbal modification shall be binding or enforceable in any event. For purposes of contract interpretation, this Agreement shall be construed as if prepared for the benefit of both **Municipality** and **ATS, Inc.**

9. TERMINATION: If at any time the **MUNICIPALITY** shall be of the opinion and so certify in writing that **ATS, Inc.** is violating any of the conditions or covenants of this Agreement, or the specifications thereof, or is executing the same in bad faith or not in accordance with the terms thereof, the **MUNICIPALITY** may cancel and terminate this Agreement by a written notice to be served upon **ATS, Inc.** at its office address set forth in this Agreement.

10. BINDING EFFECT: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

11. NOTICES: All notices, demands and requests under this Service Agreement shall be in writing and shall be deemed given when sent by United States registered and/or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO CONTRACTOR: **ATS, Inc.**
 1863 Center Street
 Camp Hill, PA 17011

TO MUNICIPALITY: **Highspire Borough**
 640 Eshelman Street
 Highspire, PA 17034

Notices, demands and requests which shall be served upon ATS, Inc. and/or **MUNICIPALITY** in the manner aforesaid shall be deemed to have been served and/or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States registered and/or certified mail as aforesaid, in any post office and/or branch post office regularly maintained by the United States Government. Either party may, by notice given to the other party, designate a new address to which notices, demands and requests shall be sent and, thereafter, any of the foregoing shall be sent to the address most recently designated by such party.

11. PENNSYLVANIA LAW: This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date first above written.

By: Samuel E. Garman

Atlantic Transportation System, Inc.
Name: Samuel E. Garman
Title: Vice-President
Address: 1863 Center Street
Camp Hill, PA 17011

By: _____

Highspire Borough
Name: Mark L. Stonbraker
Title: Borough Manager
Address: 640 Eshelman Street
Highspire, PA 17034

Date: 8-17-2023

Date: _____