

MAINTENANCE AGREEMENT
 BETWEEN A LOCAL GOVERNMENT AUTHORITY
 AND THE STATE OF SOUTH DAKOTA
 FOR TRAFFIC SIGNALS ON THE STATE HIGHWAY SYSTEM
 (Revised 2009)

WHEREAS, the STATE OF SOUTH DAKOTA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter designated as SDDOT, has approved the establishment and placement of traffic control signal systems along state highway routes, and within the jurisdictional boundaries of City of Rapid City, South Dakota, hereinafter designated as the Local Government Authority; and

WHEREAS, the SDDOT and the Local Government Authority, respectively, agree to maintain accurate and current records for all traffic signal control systems located on state highway routes within the jurisdictional boundaries of the Local Government Authority; and

WHEREAS, the Local Government Authority assents that all traffic signal control systems within the jurisdictional boundaries of said Local Government Authority are intended to provide regulatory and enforceable traffic control that furthers the pursuit of overall public safety; and

WHEREAS, the Statutes of the State of South Dakota and acts amendatory thereof or supplementary thereto, along with the charge of the SDDOT, charge of the Local Government Authority, and regulations issued by the Federal Highway Administration, Department of Transportation, United States of America, will collectively be used to fully carry out the cooperation contemplated for all functional, operational, and regulatory aspects of the traffic signal control systems within the jurisdictional boundaries of the Local Government Authority; and

WHEREAS, the Local Government Authority's obligations in regard to the traffic signal control systems must be performed in a manner satisfactory to the SDDOT and the Federal Highway Administrator, or their authorized representatives:

NOW, THEREFORE, be it agreed for and in consideration of the undertaking of the stewardship and maintenance of the traffic signal control systems, with the SDDOT'S approval that insofar as its legal jurisdiction is concerned, the Local Government Authority assents to the requirements as have been set forth, and also pledges its good faith to carrying out the purposes as stipulated. The Local Government Authority also agrees:

1. That for all traffic control signal systems along state highway routes within the jurisdictional boundaries of the Local Government Authority, the Local Government Authority will be responsible for all three types of traffic signal maintenance (preventive, emergency, and routine) as defined in the "Traffic Signal Maintenance Definitions" set forth in **Exhibit A** of this agreement. The parties agree that if the

jurisdictional boundaries of the Local Government Authority expand after the execution of this Agreement, the Local Government Authority shall be obligated to maintain traffic control signal systems along state highway routes within its expanded jurisdictional boundaries. Priorities and schedules for all types of maintenance activities shall be set by the Local Government Authority. At least annually, and more often if necessary, the Local Government Authority shall perform preventive maintenance for those items included in the maintenance inspection checklist furnished by the SDDOT and attached hereto as **Exhibit B**.

(a) That when traffic signal control systems are installed along state highway routes within the jurisdictional boundaries of the Local Government Authority, the SDDOT will pay any required electrical hookup fees and the Local Government Authority will provide electric power necessary to operate the traffic signal control systems and all necessary maintenance and replacements, in kind, of all parts and apparatus of said systems, so as to ensure the continuing operation of said traffic signal control systems until such time as the parties to this agreement agree to discontinue the operation of any said system.

(b) That the Local Government Authority will bear all costs for traffic signal control system maintenance and replacement activities to keep said system fully operational. When repair or replacement costs for any part, apparatus, or component of a traffic signal control system are estimated to exceed \$2,500, the Local Government Authority may contact the SDDOT Region Traffic Engineer to negotiate a cost sharing arrangement between the Local Government Authority and the SDDOT that will be agreed to by both parties.

(c) That if any traffic signal control systems utilize communication devices, the SDDOT will pay the required hookup fees and the Local Government Authority will pay the required monthly rental fees.

(d) That prior to changing any signal operational parameters for traffic signal control systems on state highway routes, including but not limited to signal timing, signal phasing, and other traffic controller functions, from those originally set or currently approved by the SDDOT, the Local Government Authority will submit *in writing* the necessary data and proposed changes to the SDDOT *Region Traffic Engineer* for approval.

(e) That the Local Government Authority will document all changes as approved by the SDDOT on programming change logs that must be kept at the Local Government Authority's offices. If desired, the Local Government Authority may also keep programming change logs inside the signal cabinets or document changes by any automated means that may be available. The Local Government Authority will

notify the SDDOT *Region Traffic Engineer* of implementation of any approved changes.

(f) That the Local Government Authority will limit access to signal cabinets to qualified personnel only.

(g) That if the Local Government Authority cannot or does not fulfill its maintenance obligations according to this agreement and the "Traffic Signal Maintenance Definitions" provided in **Exhibit A**, the SDDOT reserves the right to perform, or cause to be performed, any necessary maintenance and then invoice the Local Government Authority for the costs.

(h) That the Local Government Authority will record maintenance activities in traffic signal maintenance logs that the Local Government Authority must keep at its offices, but may also keep copies inside the signal cabinets. The required traffic signal system maintenance checklist in **Exhibit B** shall be used as a minimum guide for this log.

(i) SDDOT may perform or obtain inspections on signalized intersections on state highway routes within the jurisdiction of the Local Government Authority and may perform incidental repairs identified during such inspections. Nothing in this paragraph relieves the Local Government Authority of its maintenance obligations under this agreement. SDDOT will provide the Local Government Authority with an electronic or paper copy of the results of any inspections SDDOT performs or obtains. The Local Government Authority must correct all maintenance deficiencies identified in any such inspection reports and notify the SDDOT Region Traffic Engineer, in writing, of the corrections that have been made. The Region Traffic Engineer will keep a copy of the notification on file or electronically.

(j) That the Local Government Authority will employ a reliable means to retain the maintenance and programming change logs. The SDDOT reserves the right to review the Local Government Authority's programming change logs and maintenance logs upon request, but may also carry out random inspections as deemed necessary.

2. That the Local Government Authority will enact such ordinances as are necessary to properly enforce any of the above provisions.

3. That the Local Government Authority agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Local Government Authority to be responsible for or defend against claims or

damages arising solely from errors or omissions of the State, its officers, agents or employees.

4. That this Agreement supersedes any provisions in any prior agreements between SDDOT and the Local Government Authority concerning maintenance of traffic signals along the state highway system with the exception of the following agreements, which shall remain in full force and effect and shall govern maintenance responsibilities for the specific traffic signals identified in those agreements:

Maintenance and Financial Agreement Between SDDOT and City of Rapid City For Traffic Signals & Roadway Lighting, Agreement No. 613118, Dated the 16th day of January, 2006.

Maintenance and Financial Agreement Between SDDOT City of Box Elder and City of Rapid City For Traffic Signals, Roadway Lighting, Landscaping and Asphalt Concrete, Agreement No. 713311, Dated the 12th day of December, 2006.

5. That the Local Government Authority is authorized to enter into a mutual agreement with the SDDOT providing for the understanding of all considerations described above.

6. The Local Government Authority has designated its Mayor as the Local Government Authority's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the Local Government Authority. A copy of the Local Government Authority's Commission minutes or resolution authoring the execution of this Agreement by the Mayor as the Local Government Authority's authorized representative is attached hereto as Exhibit C.

DATED this _____ day of _____, 20__.

City of Rapid City, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

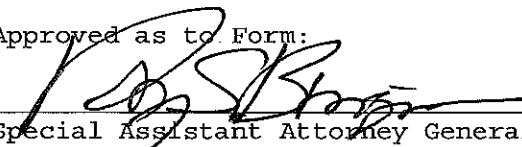
Its: Mayor

Its: Region Engineer

Attest:


Approved as to Form:

City Auditor/Clerk


Special Assistant Attorney General

(CITY SEAL)

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE



Attorney

5-4-10
Date

EXHIBIT "A" Traffic Signal Maintenance Definitions

Maintenance: The National Cooperative Highway Research Program (NCHRP) Synthesis 245 defined maintenance as "the act of preserving a particular state." With respect to traffic control systems, it is the act of keeping the systems operating as they were intended to operate.

Emergency (or response) maintenance: Actions performed on an as-needed basis. It is required when equipment breaks down or malfunctions, i.e., when the situation seriously impedes the flow of traffic or a potential risk to the public exists. Listed below are some examples, which should be classified as emergency situations. These are high priority responses and are reacted to as quickly as circumstances allow. The list shown below is not meant to be all-inclusive, and other situations may arise which could be classified as emergency:

- Traffic signal arm knockdown
- All signal indications are out.

Preventive maintenance: Actions performed on a regular basis using a set of procedures to preserve the intended working condition of the system. It includes inspection, record keeping, cleaning, and replacement of equipment components based on the function and rated service life of the equipment. It is intended to ensure reliable mechanical and electrical operation of the signals and the signal control equipment, thereby reducing equipment failures, response maintenance, road user cost, and liability exposure. The emphasis in preventive maintenance is on checking all equipment for proper operation and taking positive steps to repair or replace defective equipment. Some of the major tasks included are shown in Exhibit B - "Required Traffic Signal System Maintenance Checklist".

Routine Maintenance: Actions that have little or no effect on traffic and do not appear to pose a serious problem to the public as determined by the local government authority's Traffic Engineer or Manager. These are normal maintenance activities where responses are performed on an as-needed basis. Listed below are some examples that are not meant to be all-inclusive, as other situations may arise which may be classified as routine maintenance:

- Damaged signal hardware (intersection is still functioning)
- A single indicator of a dual indication movement burned out
- Stuck pedestrian push button
- Malfunctioning vehicle detector

EXHIBIT "B" Required Traffic Signal System Maintenance Checklist
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
(Items shall be *initialed* only upon completion)

Local Government Authority: _____

Intersection Location: _____ Date: _____

CABINET

- ___ Clean (as needed)
- ___ Test fan, check thermostat setting
- ___ Replace filter (as needed)
- ___ Ensure all anchor bolts present & in good condition
- ___ Ensure police door is secure, and functioning properly
- ___ Check condition of weatherproof gaskets
- ___ Ensure presence of controller manual

CONTROLLER & HARDWARE

- ___ Verify timings/ settings by comparing to timing sheets, if necessary
- ___ Ensure detectors pick up vehicles
- ___ Test operation of pushbuttons
- ___ Test battery backup, if present
- ___ Confirm pre-emption by sending signal to traffic signals (if pre-emption is present)
- ___ Verify video detection system operation, if present

SIGNAL HEADS

- ___ Assure proper mounting and alignment
- ___ Confirm backplates are secured tightly
- ___ Confirm visors aligned & secured tightly
- ___ Clean lenses, signs, and reflectors.
- ___ Relamp, as needed

SIGNAL POLES & MAST ARMS

- ___ Visually check welds and arm/pole connections
- ___ Ensure grommets are seated
- ___ Ensure all anchor bolts are present and appear in good condition
- ___ Confirm hand hole covers are workable & provide access
- ___ Verify that any terminal strips are secure
- ___ Visually check for rust & cracks at arm/upright location, base plate, and at welds
- ___ Confirm grout pad and weep hole are clean/clear
- ___ Ensure that bolts are tightly secured

JUNCTION / SERVICE BOXES

- ___ Verify covers secured tightly & operable
- ___ Ensure ground wire is attached and connection is clean

DETECTOR LOOPS

- ___ Ensure detector loop sealant is in place, in good condition, and fully seals loops

MISCELLANEOUS

COMMENTS: _____

Inspector's Signature _____ Date: _____