

**OMAK SIGNAL MAINTENANCE**

**AGREEMENT # GM 01401**

**STATE MAINTENANCE OF LOCAL AGENCY OWNED TRAFFIC SIGNALS**

This **AGREEMENT** made and entered into this 1<sup>st</sup> day of **April, 2003** is by and between the **STATE OF WASHINGTON**, Department of Transportation, acting through the Secretary of Transportation, hereinafter called the "**STATE**", and the **LOCAL AGENCY**, Omak, Washington; acting through the chief executive of the **LOCAL AGENCY**, hereinafter called the "**CHIEF EXECUTIVE**"

**WHEREAS**, the **STATE** owns certain traffic signals, and

**WHEREAS**, it would be to the mutual benefit of the **STATE** and the **LOCAL AGENCY** for the **STATE** to perform the operation and maintenance of certain traffic signal systems to the extent set forth in this Agreement, and to establish, in writing, each party's responsibility.

**NOW THEREFORE**, by virtue of **RCW 47.28.140** and in consideration of the terms, conditions, covenants, and performance contained herein or attached and made part of, **IT IS MUTUALLY AGREED AS FOLLOWS:**

**I  
GENERAL**

The **STATE** agrees to perform certain activities regarding the maintenance and operation of the designated traffic signal systems owned by the **LOCAL AGENCY** as identified in Exhibit "A" attached hereto and by this reference made part of this Agreement.

The **LOCAL AGENCY** and **STATE** will meet as necessary to review coordination issues, system changes, and maintenance and operations issues for the **LOCAL AGENCY** owned traffic signal systems. The **LOCAL AGENCY** retains ownership of said traffic systems. As such, the **STATE** will coordinate review of modifications with the **LOCAL AGENCY** prior to implementation. The exception is where extraordinary circumstances require the **STATE** to take immediate remedial action. In the event a condition exists resulting from storm damage, third party damage, or other reasons, the **STATE** may of their own volition, remove any obvious and immediate traffic hazards before notification to the **LOCAL AGENCY**. The **STATE** is responsible for implementing and maintaining necessary traffic control from the point at which the condition is identified until the **LOCAL AGENCY** has been notified and has had time to respond with their own traffic control.

## II STATE RESPONSIBILITY

As to the traffic signal systems identified in Exhibit "A," the **STATE** shall be responsible to perform the following tasks:

- A. Original signal phasing and timing plans and all revisions thereto, as determined by the **STATE**, shall be reviewed by the **LOCAL AGENCY'S** Public Works Director or designee (Street Superintendent) before the plan and/or any revisions are implemented.
  
- B. Provide routine maintenance and operation which shall involve the performance of the following Activities (Limited to components inside of the controller cabinet):
  - 1. Signal timing, including coordination and adjustments.
  - 2. Removal and replacement of failed components (i.e. load switches, loop amplifiers, conflict monitors, etc.) inside the control cabinet. The components installed by the **STATE** shall be furnished by the **LOCAL AGENCY** or the **STATE** can elect to furnish the components and then be reimbursed by the **LOCAL AGENCY**.
  - 3. Maintaining accurate maintenance records, as to the time and materials used in completing the various tasks for each location.
  - 4. Routine preventative maintenance, limited to inside the control cabinet, to the extent consistent with the **STATE'S** current preventative maintenance standards.
  
- C. Emergency Maintenance (Limited to components inside of the controller cabinet)
  - 1. The **STATE** agrees to perform emergency maintenance on said traffic signal systems at **LOCAL AGENCY** expense. Emergency maintenance includes repair or replacement of traffic signal systems or components and the necessary traffic control for **STATE** workers to perform the work. The **STATE** shall notify the **LOCAL AGENCY** within 24 hours of the emergency work as to any relevant information the **STATE** may possess if the damage was caused by a third party.
  
- D. Replacement or repair caused by accidents, vandalism, adverse weather or unanticipated forces or actions (Limited to components inside of the controller cabinet).
  - 1. The **STATE** agrees to perform replacement or repair of the traffic signal system components at **LOCAL AGENCY** expense if the damage was caused by accidents, vandalism, adverse weather or unanticipated forces or actions. The **STATE** shall notify the **LOCAL AGENCY** within 24 hours of the replacement or repair work as to any relevant information the **STATE** may possess if the damage was caused by a third party.

2. Subject to the exceptions set forth in paragraph C (1) and D (1) above, the **STATE** is specifically excluded from performing work to paint, repair or replace signal system components except when the **LOCAL AGENCY** requests the **STATE** to perform the work at **LOCAL AGENCY** expense. In that event, the parties will enter into a Signal Assignment For Repair Or Replacement, as shown in Exhibit "D" attached hereto and by this reference made a part of this Agreement.

E. Standards

1. Work to be performed by the **STATE** will be consistent with current **STATE** practices concerning the operation and maintenance of traffic signal systems as set forth as follows:
  - a) Components employed in traffic signal systems, Intelligent Transportation Systems (ITS) or any other electrical installation will conform to requirements of WAC 296-46A-104 Traffic management systems.
  - b) Work will be performed in accordance with current **STATE** practices for traffic signals, ITS equipment, and highway illumination (if included in this agreement). All work performed by the **STATE** shall be documented in Signal Maintenance Management records.

### III LOCAL AGENCY RESPONSIBILITY

The **LOCAL AGENCY'S** responsibilities regarding the designated traffic signal systems identified in Exhibit "A" shall include the following:

- A. The **LOCAL AGENCY** is responsible for payment of operational power costs associated with all signals.
- B. Maintain **LOCAL AGENCY** owned intersection illumination.
- C. Provide maintenance, operation, repair and replacement activities that are not covered in Section II, **State Responsibility** of this Agreement.
- D. Request that **STATE** to perform repair or replacement work of the signal systems by using the Signal Assignment For Repair form as shown in Exhibit "D."

**IV**  
**SIGNAL ASSIGNMENT OR DELETION**

This Agreement may be amended to add or delete **LOCAL AGENCY** traffic signal systems by way of a Signal Assignment or Deletion document, as shown in Exhibit "C" attached hereto and by reference made a part of this Agreement. The supplemental document shall include as a minimum a description of the signal installation(s) to be added or deleted and the system(s) precise location. The effective date of coverage or deletion shall be defined in the Signal Assignment or Deletion document.

The Signal Assignment or Deletion form shall be signed on behalf of the **STATE** by the Regional Administrator or his designee. The **LOCAL AGENCY** shall review the Signal Assignment or Deletion document and indicate concurrence by authorized signature, and returning one copy of the document with original signatures to the **STATE**.

A signal may be deleted from this Agreement at the sole discretion of the **STATE** upon 30 days written notice to the **LOCAL AGENCY**.

**V**  
**PAYMENT AND ASSOCIATED COST**

The estimated cost of routine maintenance and operation in (the current year) is as defined in Exhibit "B" attached hereto and by reference made part of this Agreement. The **LOCAL AGENCY** agrees to set aside funds for payment to the **STATE** for such work in this amount. It is anticipated that actual costs will rise in subsequent years as materials, wages and other costs increase.

The **LOCAL AGENCY** further agrees to reimburse the **STATE** for the actual cost of work covered by this Agreement including additional work for emergency maintenance and additional work performed at the request of the **LOCAL AGENCY**. Payments shall be made upon presentation of progress billings by the **STATE**, and within thirty (30) days after the **LOCAL AGENCY** has received each billing. The **LOCAL AGENCY** agrees that if payment for the work is not made within forty-five (45) days after the **LOCAL AGENCY** has been billed for the work, the **STATE** may withhold any monies which the **LOCAL AGENCY** is entitled to receive from the Motor Vehicle Fund and apply the withheld monies to the amount billed by the **STATE** until satisfied.

During the progress of any and all work assigned to the **STATE**, and for a period of not less than three years from the date of payment to the **STATE** for that work the records and accounts pertaining to said work and accounting therefore are to be kept available for inspection and audit by the **LOCAL AGENCY**. Copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request to the **LOCAL AGENCY**.

If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three year retention period.

In the event that it is determined that an overpayment has been made to the **STATE** by the **LOCAL AGENCY**, the **LOCAL AGENCY** will bill the **STATE** for the amount of overpayment.

## **VI RIGHT OF ENTRY**

The **LOCAL AGENCY** grants the **STATE** access to **LOCAL AGENCY** right of way for the purpose of performing operation, maintenance, repair or replacement of the signal systems designated in Exhibit "A" and any systems that are added to this Agreement by way of the Signal Assignment document Exhibit "C."

## **VII TERM OF AGREEMENT**

The term of this **AGREEMENT** shall be for up to one year, beginning on the date first entered above, and ending on December 31 of that year. This agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the preceding November 1 of any such year. Failure of either party to notify the other of such termination on or before November 1 of any such year shall cause this Agreement to automatically be renewed for the next ensuing calendar year.

Either the **STATE** or the **LOCAL AGENCY** may terminate this **AGREEMENT** for any reason with written notice to the other party at the end of a sixty (60) calendar days following receipt of notice. Termination of this Agreement shall constitute termination of all associated signal assignment documents as well. Upon such notice, the **STATE** shall have no further responsibility of any kind or nature regarding the **LOCAL AGENCY'S** traffic signals systems, including any systems that were added to this Agreement by amendment.

## **VIII LEGAL RELATIONS**

Each of the **PARTIES** to this **AGREEMENT** shall protect, defend, indemnify, and save harmless to the other **PARTY**, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, each of the **PARTY'S** negligent acts or omissions.

No **PARTY** will be required to indemnify, defend, save harmless the other **PARTY** if the claim, suit, or action for injuries, death, or damages in caused by the sole negligence of the **PARTY**. Where such claims, suits, or sections result from concurrent negligence of the **PARTIES**, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the **PARTY'S** own negligence. Each of the **PARTIES** agrees that its obligations under this subparagraph extent to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the other **PARTIES**, by mutual negotiation, hereby waives, with respect to each of the other **PARTY** only any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that any of the **PARTIES** or combination of the **PARTIES** incurs any judgment, award and/or cost arising therefrom, including attorneys' fees to

enforce the provisions of this Section, all such fees expenses and costs shall be recoverable from the responsible PARTY or combination of the PARTIES to the extent of that PARTY'S/those PARTIES' culpability. This indemnification shall survive the termination of this AGREEMENT.

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

All claims brought which arise out of, in connection with, on incident to the execution of this Agreement will be forwarded to the LOCAL AGENCY for initial processing. Any such claims believed to be caused by the concurrent or sole negligence of the STATE will be formally tendered to the General Administration/Office of Risk Management for processing pursuant to RCW 4.92.100.

IN WITNESS WHEREOF, the parties hereto have executed the AGREEMENT as of this day and year first above written.

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Regional Administrator

LOCAL AGENCY OF:  
City of Omak, Washington

By: *Rob Spahr*  
Chief Executive

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**EXHIBIT "A"**

**A List Of Traffic Signals That The STATE Will Be Maintaining and Operating for the LOCAL AGENCY.**

**1. Engh/Omak River Road**

**EXHIBIT "B"**

**Estimated Annual Routine Maintenance Cost**

1. **\$5,000/year**

**EXHIBIT "C"**

**SIGNAL ASSIGNMENT MAINTENANCE (LIST) DOCUMENT**

**This list is of signals assigned to STATE for maintenance by the LOCAL AGENCY**

**Assignment Maintenance (List) Document**

1. N/A

**EXHIBIT "D"**

**Traffic Signal assignment For Repair or Replacement Document**

1. N/A