

MAINTENANCE AND FINANCIAL AGREEMENT
BETWEEN SD DEPARTMENT OF TRANSPORTATION
AND CITY OF RAPID CITY
FOR
TRAFFIC SIGNALS

AGREEMENT NO. _____

Maintenance and financial agreement between the Department of Transportation and the City of Rapid City for traffic signals on US16 at the intersection with Fairmont Blvd/Cathedral Drive

IT IS HEREBY AGREED between the Department of Transportation acting through the South Dakota Transportation Commission, hereinafter designated as the STATE, and the City of Rapid City, South Dakota, hereinafter referred to as the CITY, as follows:

WHEREAS, the STATE concurs in the proposal with the CITY for the modification of the intersection on US16 including the relocation of traffic signals identified as South Dakota Project No. NH 0016(00)67, PCEM 6896, Pennington County, hereinafter designated as the PROJECT extending through the jurisdiction of the CITY, located and further described as follows:

Traffic Signals at the intersection of US16 and Fairmont Blvd/ Cathedral Drive

WHEREAS, the STATE and CITY agree that it is in the best interest of both parties to modify said intersection for the safety of the traveling public; and

WHEREAS, construction of the PROJECT will be let in FFY 2003; and

WHEREAS, the construction of the project is conditioned upon the fulfillment of the obligation of the CITY in a manner satisfactory to the STATE, or their authorized representatives;

NOW, THEREFORE BE IT AGREED by the Department and the City of Rapid City that the following agreement is hereby authorized, signed by the necessary governing officials regarding the maintenance costs and liability responsibilities concerning the traffic signals at the intersection of US16 and Fairmont Blvd/Cathedral Drive:

1. STATE will perform the following activities:
 - A. Design the signal work required for the intersection modification and submit plans to the CITY for inclusion in the CITY project.
 - B. Reimburse the CITY for eligible PROJECT construction costs. It is understood that reimbursable costs to be paid by the STATE for the PROJECT will be based upon actual contract unit prices bid and final quantities.
 - C. Make final payment of their PROJECT cost shares upon notification by CITY that the PROJECT is complete and construction is in conformance with the contract as awarded. Payment to be made within 30 days of billing receipt.

2. CITY will perform the following activities:
 - A. Advertise, let to contract, and award PROJECT to the lowest responsible bidder. The lowest responsible bid on the PROJECT will be the basis for determining STATE participation.
 - B. Provide plans, specification, and estimates for all other work being performed at the intersection.
 - C. Award and issue a contract for the entire project including the STATE PROJECT and be the contracting/administering party.
 - D. Provide construction inspection including construction supervision and material testing for the PROJECT.
 - E. Bill the STATE for the PROJECT based on the work completed and accepted.
 - F. Acknowledge that the members of its governing board and engineering staff have examined the plans for the PROJECT prepared under the supervision of the South Dakota Department of Transportation referred to in this Agreement.
 - G. Control the location and maintenance of utilities within the right-of-way so as to not impair the free flow of traffic and provide the maximum safety to the traveling public.
 - H. That it will not designate a speed limit on State Trunk System Projects.

- I. That it will prohibit all parking in the traffic lanes constructed under this project. It further agrees that it will prohibit double and diagonal parking and control all parallel parking where and if allowed in a manner satisfactory to the STATE.
- J. That where curbs are not installed and are not to be installed under the proposed improvement, the curbs when proposed to be constructed in the future shall be at a lateral distance approved by the South Dakota Department of Transportation.
- K. That it will not allow access to the street/highway at points other than constructed as part of the PROJECT without prior approval of the Department of Transportation or their authorized representatives.
- L. That if a signal and/or roadway lighting system is installed on this street it will provide electric power necessary to operate the signal and/or roadway lighting system and all necessary maintenance and replacements, in kind, of all parts and apparatus of said system, including lamps so as to insure the continuing operation of said signals and/or roadway lighting systems until such time as the parties to this agreement shall agree to discontinue the operation of the said system. That if a signal is coordinated through the use of leased telephone lines, it will pay the required hookup fee and monthly rental fees.
- M. It further agrees that on the State Trunk System, prior to changing the signal timing from that originally set by the South Dakota Department of Transportation, the CITY will submit the necessary data and proposed timing to the South Dakota Department of Transportation for approval.
- N. That, if plastic pavement marking is applied on this street, it will use plastic material approved by the South Dakota Department of Transportation, to maintain those plastic pavement markings which are the responsibility of the CITY.
- O. That the CITY will enact such ordinances as are necessary to properly enforce any of the above provisions.
- P. That the Mayor is authorized to enter into a mutual agreement with the STATE providing for the understanding of this PROJECT under the considerations described above.

DATED this _____ day of _____, 2003

CITY OF RAPID CITY

ATTEST:

Mayor

City Auditor/Finance Officer

(S E A L)

SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM:

Project Development Engineer

Assistant Attorney General