

MAINTENANCE AND FINANCIAL AGREEMENT
BETWEEN SD DEPARTMENT OF TRANSPORTATION
AND CITY OF RAPID CITY
FOR
EMERGENCY VEHICLE PRE-EMPTION FOR TRAFFIC SIGNAL

AGREEMENT NO. _____

Maintenance and financial agreement between the South Dakota Department of Transportation and the City of Rapid City for Emergency Vehicle Pre-Emption for traffic signals on SD44 at the intersection with E Blvd and E Blvd. intersections with Main St & St Joe St.

IT IS HEREBY AGREED between the South Dakota 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 needed installation of Emergency Vehicle Pre-Emption modifications for Traffic Signal Systems on South Dakota 44 at intersection with E.Blvd. and also on E Blvd. at intersections with Main St. & St Joe St., hereinafter designated as the PROJECT extending through the jurisdiction of the CITY;

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

WHEREAS, construction of the PROJECT will be in Fiscal Year 2004; and will be jointly funded by STATE and CITY;

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 STATE and the CITY that the following agreement is hereby authorized and signed by the necessary governing officials regarding the shared funding of project costs and maintenance and liability responsibilities concerning the traffic signals at referenced intersections.

1. STATE will perform the following :

- A. Be responsible for one half of total PROJECT construction costs. It is understood that costs to be paid by the STATE for the PROJECT will be based upon attached bid prices and final quantities, with a maximum Total Project cost of \$34,033.93 (STATE responsible for \$17,016.97, CITY responsible for \$17,016.96).
- B. Make final payment of the PROJECT cost shares upon notification by CITY that the PROJECT is complete and construction is in conformance with the contract as awarded. Payment will be made within 30 days of billing receipt.

2. CITY will perform the following :

- A. Be responsible for one half of total PROJECT construction costs.
- B. Perform work as described in attached estimate, and let to contract & administer sub-contract work to lowest bidder as noted on attached estimate.
- C. Provide plans, specification, and estimates for all other work being performed at the intersection.
- D. Provide construction inspection including construction supervision and any material testing required for the PROJECT.
- E. Send billings to the STATE for the PROJECT based on the work completed and accepted.
- F. Continue to provide electric power necessary to operate the signal systems and all necessary maintenance and replacements, in kind, of all parts and apparatus, including lamps, of said signal system including new emergency vehicle pre-emption system, so as to insure the continuing operation of signal system, until such time as the parties to this agreement shall agree to discontinue the operation of the signal system. If a signal is coordinated through the use of leased telephone lines, CITY will pay the required hookup fee and monthly rental fees.
- G. 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.
- H. Will enact such ordinances as are necessary to properly enforce any of the above provisions.

- I. Authorize the Mayor of CITY to enter into a mutual agreement with the STATE providing for the understanding of this PROJECT under the considerations described above.

3. The parties understand and agree that PROJECT work was performed before this Agreement was signed. Further, it was the intent of the parties that this work be performed and be paid for in accordance with the terms of this agreement. In light of the foregoing, the parties hereto ratify the acts of CITY and STATE which may have been performed during this time.

DATED this _____ day of _____, 2004

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