

MAINTENANCE AND FINANCIAL AGREEMENT
BETWEEN SD DEPARTMENT OF TRANSPORTATION
CITY OF BOX ELDER AND CITY OF RAPID CITY
FOR
TRAFFIC SIGNALS & ROADWAY LIGHTING

AGREEMENT NO. _____

Financial agreement between the Department of Transportation, the City of Box Elder and the City of Rapid City for traffic signals and roadway lighting at I90 Exit 61 ramps and SD 437 (Elk Vale Road).

WHEREAS, the DEPARTMENT OF TRANSPORTATION acting through the South Dakota Transportation Commission, hereinafter designated as the Department, concurs in the proposal with the City of Rapid City and the City of Box Elder for the construction of traffic signals and roadway lighting identified as South Dakota Project No. PH 90-2(00)61, PCEM 558M Pennington County, hereinafter designated as the Project, extending through the jurisdiction of the City of Rapid City and the City of Box Elder, South Dakota, located and further described as follows:

Traffic Signals and Roadway Lighting at the intersections of I90 Exit 61 ramps and SD 437 (Elk Vale Road)

WHEREAS, the Statutes of the State of South Dakota give assent to the provisions of the Transportation Equity Act for the 21st Century and acts amendatory thereof or supplementary thereto and regulations issued pursuant thereto by the Federal Highway Administration, Department of Transportation, United States of America, which hereinafter collectively will be designated as the Act, and charge of the Department and the City of Rapid City and the City of Box Elder to do all things necessary fully to carry out the cooperation contemplated and provided for in the Act; and

WHEREAS, the section of the Project within the City of Rapid City and the City of Box Elder will be subject to the provisions of the Act, and is within the legal jurisdiction of the City of Rapid City and the City of Box Elder for traffic regulations and the control of building setbacks, zoning, sidewalks, utilities, etc.; and

WHEREAS, the construction of the project is conditioned upon the fulfillment of the obligation of the City of Rapid City and the City of Box Elder in a manner satisfactory to the Department, or their authorized representatives; and

WHEREAS, the City of Box Elder and City of Rapid City wish to share the cost to operate the traffic signals and existing roadway lighting.

NOW, THEREFORE BE IT AGREED by the Department, the City of Box Elder 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 and roadway lighting at the intersection of I90 Exit 61 ramps and SD 437 (Elk Vale Road):

1. That the Department will design, advertise, let to contract, and award Project to the lowest responsible bidder;
2. That the Department will provide construction administration, inspection and material testing for the Project according to the SD DOT Materials Manual;
3. That the City of Box Elder and the City of Rapid City will enact such ordinances as are necessary to properly enforce any of the above provisions;
4. That the City of Rapid City and the City of Box Elder acknowledge that the members of their governing board and/or 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;
5. That when the signal and/or roadway lighting system is installed on this street, the City of Rapid City will be responsible for all routine maintenance regarding the maintenance tasks including bulb changes, signal head cleaning/inspection/adjustments, controller inspections and cabinet weathering on the same schedule as performed for other signals under City of Rapid City jurisdiction. This will include including replacements, in kind, of all parts and apparatus of said system 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. It is intended that subject span-wire style signal system remain in place only until anticipated FY06 replacement with permanent steel mast arm style system tied to reconstruction of entire interchange;
6. The City of Rapid City 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;
7. That the City of Rapid City will receive, field review, and address signal operation complaints;
8. That any operational complaint received by the City of Box Elder shall be forwarded to the City of Rapid City Traffic Engineering and Operations;

9. That the City of Rapid City will repair all damage to the signal and/or roadway lighting or their components caused by weather events, with exception of major storm event resulting in near total destruction of entire system (repair costs for subject major storm events may be split among all three parties);
10. That all costs, including but not limited to personnel, benefits, equipment usage, parts, rentals, contractor work, associated with items 7-9 above shall be paid by the City of Rapid City;
11. That the City of Rapid City shall be responsible for all electric and telephone costs associated with the traffic signal and roadway lighting system north of the centerline of I90;
12. That the City of Box Elder shall be responsible for all electric and telephone costs associated with the traffic signal and roadway lighting system south of the centerline of I90 along with a Yearly Maintenance Fee of twelve hundred fifty dollars (\$1250) for each intersection for a total costs of twenty five hundred dollars (\$2500) to be paid to the City of Rapid City;
13. That in the event of damage to the traffic signal and roadway lighting systems due to vehicular accident or other man made event, the City of Rapid City will perform necessary repairs, bill the responsible party, and receive all of the reimbursement funds. In the event that these reimbursement funds are not received within six months of billing, or are of an amount that does not cover the full repair amount, the City of Box Elder and the City of Rapid City shall split the cost of the repair;
14. That all monies owed by the City of Box Elder to the City of Rapid City shall be so paid within 60 days of notice or request;
15. That the City of Rapid City shall be responsible for repair and costs associated with any acts of maintenance negligence caused by the action of the Rapid City maintenance personnel;
16. That police control of the intersection whenever necessary to facilitate the safe maintenance or repair of these traffic signals shall be a shared responsibility between the City of Rapid City and the City of Box Elder and as such shall be coordinated between agencies;
17. That the City of Rapid City shall maintain trained personnel, equipment and repair items necessary to perform routine traffic signal maintenance activities for this traffic signal;
18. The City of Rapid City accepts liability responsibility resulting directly from the maintenance of these traffic signals;
19. That the Mayor is authorized to enter into a mutual agreement with the Commission providing for the understanding of this project under the considerations described above.