

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

AGREEMENT NO. _____

Financial agreement between the Department of Transportation and the City of Rapid City for traffic signals and roadway lighting along SD44 including St. Patrick Street, the ramps for the Southeast Connector (Elk Vale Road), and Jolly Lane; and along US16B including Homestead, Cheyenne and the interchange at US16B and SD79.

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, hereinafter designated as the CITY for the construction of traffic signals and roadway lighting identified as South Dakota Project No. NH 0235(01)0, PCN 3151, Pennington County, hereinafter designated as the PROJECT, extending through the jurisdiction of the City of Rapid City, South Dakota, located and further described as follows:

Traffic Signals and Roadway Lighting at the following intersections: SD44 and St. Patrick Street, SD44 and Southbound Ramps of the SE Connector, SD44 and Northbound Ramps of the SE Connector located at Twilight Drive, SD44 and Jolly Lane, US16B and Homestead, US16B and Cheyenne, and the Interchange Signalization of SD79 and US16B, including lighting along SD79 between the MRF (landfill) entrance and Minnesota Street.

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 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 will be subject to the provisions of the Act, and is within the legal jurisdiction of the CITY for traffic regulations and the control of building setbacks, zoning, sidewalks, utilities, etc.

NOW, THEREFORE BE IT AGREED by the Department and the 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 locations identified within this agreement:

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 will enact such ordinances as are necessary to properly enforce any of the above provisions;
4. That the CITY acknowledges that the members of their governing board and/or engineering staff have examined the plans for the PROJECT prepared under the supervision of the Department referred to in this Agreement;
5. That when the signal and/or roadway lighting system is installed at these locations, the 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 jurisdiction. This will include 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.
6. The CITY further agrees that on the State Trunk System, prior to changing the signal timing from that originally set by the Department, the CITY will submit the necessary data and proposed timing to Department for approval;
7. That the CITY will receive, field review, and address signal operation complaints;
8. That the 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 the two parties);
9. That all costs, including but not limited to personnel, benefits, equipment usage, parts, rentals, contractor work, associated with items 7-8 above shall be paid by the CITY;
10. That the CITY shall be responsible for all the electric and telephone costs associated with the traffic signal and roadway lighting system at the following locations and in the following amounts:

- One hundred percent (100%) of such costs for the interchange lighting and signalization at SD79 and US16B including lighting along SD79 from 1700' north of the MRF entrance to Minnesota Street.
 - One hundred percent (100%) of such costs for the interchange lighting at SD44 and US16B.
 - One hundred percent (100%) of such costs for the intersection signalization at US16B and Homestead
 - One hundred percent (100%) of such costs for the intersection signalization at US16B and Cheyenne.
 - Fifty percent (50%) of such costs for the intersection signalization at SD44 and Northbound Ramps of the SE Connector (located at Twilight Drive);
11. That the Department shall be responsible for all electric and telephone costs associated with the traffic signal systems along SD44 from the easterly city limits of Rapid City (currently west of Valley Drive) through Jolly Lane, except the Department will only be responsible for fifty percent of such costs for the intersection signalization at SD 44 and Northbound Ramps of the SE Connector (located at Twilight Drive). SD 44 from the east city limits includes the following intersections:
- SD44 and St. Patrick Street
 - SD44 and Southbound Ramps of the SE Connector
 - SD44 and Northbound Ramps of the SE Connector located at Twilight Drive—½ costs
 - SD44 and Jolly Lane.

In addition, the Department will pay a total yearly maintenance fee of Eight Thousand Seven Hundred Seventy-Five Dollars (\$8,750) to the CITY. This yearly maintenance fee represents Two Thousand Five Hundred Dollars (\$2500) for each of the above intersections, except the intersection of SD 44 and Northbound Ramps of SE Connector located at Twilight Drive, which has a yearly maintenance fee of One Thousand Fifty Dollars (\$1250).

12. 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 will perform necessary repairs, bill the responsible party, and receive all of the reimbursement funds for item #11 listed above. 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 Department and the CITY shall split the cost of the repair;
13. That all monies owed by the Department to the CITY shall be so paid within 60 days of notice or request;
14. That the CITY shall be responsible for all repairs, fees, costs, claims and damages resulting from the acts or omissions of employees, agents and assigns of the CITY;

15. That the CITY shall maintain trained personnel, equipment and repair items necessary to perform routine traffic signal maintenance activities for these traffic signals;
16. The CITY accepts responsibility for all liabilities resulting from the maintenance of these traffic signals;
17. That the Mayor of the CITY is authorized to enter into this agreement on behalf of their respective entities under the considerations described above.

DATED this _____ day of _____, 2006

CITY OF RAPID CITY

ATTEST:

Mayor

City Auditor/Finance Officer

(S E A L)

SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM:

Region Engineer

Assistant Attorney General