

COOPERATIVE AGREEMENT
STM-7786(603)
TRAFFIC SIGNAL AT 2nd EAST & 1st NORTH, REXBURG
MADISON COUNTY
KEY NO. 9394

PARTIES

THIS AGREEMENT is made and entered into this 16th day of February, 2005, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and the **CITY OF REXBURG**, hereafter called the **CITY**.

PURPOSE

The Parties mutually agree that it is in the public interest to replace the traffic signal at the intersection of 2nd East and 1st North in Rexburg. New signal poles, mastarms, vehicle detector loops, pedestrian controls, and service pedestal will be installed at that location in accordance with the attached plans entitled Exhibit "A", State-Aid Highway Project STM-7786(603).

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. That the **STATE** will:

1. Provide all funds necessary to design and construct the project, including traffic signal installation, illumination, curb, gutter and sidewalk, and miscellaneous specialty items necessary to complete the project.
2. Prepare the project plans and specifications in accordance with the requirements of the Idaho Transportation Department Standard Specifications for Highway Construction, 1999 edition.
3. Program the construction of the project, execute all necessary agreements, and secure and fund any additional right of way required for the project.
4. Advertise for construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid, and notify the CITY thereof.
5. Award a contract for construction of the project based on the successful low bid, if it is not over ten (10) percent above the estimate for cost of construction.

6. Provide to the **CITY** a copy of the Contract Proposal form, Notice to Contractors, and approved construction plans.
7. Designate a resident engineer and other personnel, as the **STATE** deems necessary, to supervise and inspect construction of the project in accordance with the plans, specifications and estimates in the manner required by applicable State and Federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders.
8. In cooperation with the **CITY**, establish and cause to be maintained all detours deemed necessary to best serve the public interests and to expedite the work.
9. Cause to be replaced to original, equal or better condition any existing sidewalks, curb and gutter, pavement, regulatory signs, sewer facilities, fences and other similar items, except as hereafter stated as obligations of the **CITY**, and excluding shrubs and other plantings within the right-of-way, removed or damaged by construction operations.
10. Furnish and install all official guide signs at junctions of the urban extensions to the state highway system and all confirming and reassurance route markers and guide arrows along the urban extensions of the state highway system necessary to properly identify the **STATE'S** highways.
11. Through issuance of an Encroachment Permit, allow the **CITY** to retain, maintain, connect to and improve all existing **CITY**-owned water lines, storm sewers, and sanitary sewer now in place on the state highway right-of-way.
12. Retain ownership of the vehicle and pedestrian heads, controller and accessories (conflict monitors, load switches, cameras, detector amplifiers, cabinet, service pedestal, and Uninterrupted Power Supply components and cabinet) for the traffic signal to be installed on the project.
13. Indemnify, save harmless and defend regardless of outcome the **CITY** from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **STATE** in the construction and maintenance of the work.

SECTION II. That the **CITY** will:

1. Hereby approve the plans.
2. Authorize the **STATE** to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.
3. Cooperate with the **STATE** in the selection and designation of suitable detour routing during project construction.
4. Through appropriate ordinance and police power, cooperate with and assist the **STATE** in prohibiting and removing encroachments on any part of the state highway right-of-way within the project limits.
5. Assume ownership of the traffic signal poles and mastarms to be installed on the project.
6. Be responsible for maintenance of the curb, gutter and sidewalk installed on the project within the **CITY** limits.
7. Obtain concurrence of the **STATE** before using the traffic signal poles or mastarms for any purpose other than to support traffic control devices or luminaries.
8. Maintain, erect or install within the project limits only those traffic control devices, including signs, that are in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the **STATE**.
9. Comply with all pertinent sections of the **STATE'S** Standard Specifications for Highway Construction in accomplishing all future trench backfill and pavement repairs on the state highways within the project limits.
10. Apply for an Encroachment Permit from the **STATE** before installing or constructing any new, or relocating any existing sidewalk or any existing **CITY**-owned water line, storm sewer or other facilities on the state highways within the project limits.
11. Obtain concurrence from the **STATE** before vacating or closing any right-of-way connecting to the state highways within the project limits.
12. Obtain concurrence from the **STATE** before accepting any new street or alley right-of-way connecting to the state highways within the project limits.

13. Indemnify, save harmless and defend regardless of outcome the **STATE** from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the **CITY** in the construction of the work.

SECTION III. Both parties agree that:

1. Maintenance of the traffic signal and illumination installed on the project shall be in accordance with the provisions of the Cooperative Agreement dated August 4, 1999, and as subsequently revised, covering traffic signals within the **CITY** limits.
2. The traffic signal installation will not be altered or abandoned without the prior concurrence of both parties.
3. Should any of the traffic signal installation be damaged or destroyed through the wrongful or negligent act of any third party, the **CITY** will make every effort to determine the identity and whereabouts of the responsible party, and the **STATE** will attempt collection of the cost of repair or replacement. The Parties will share the costs of repair or replacement on an equal basis if:
 - (a) Collection can not be accomplished after reasonable attempt, or
 - (b) The damage or destruction was not caused by the wrongful or negligent act of a third party.

The **CITY** and **STATE** agree to advance funds for the repair or replacement based upon their proportionate share of the cost. If the **STATE** is able to collect the cost of repair or replacement from the responsible party, it shall reimburse the **CITY** the funds it advanced.

4. This Agreement shall become effective on the first date mentioned above and shall remain in full force and affect until amended or replaced upon the mutual consent of the **CITY** and **STATE**.

EXECUTION

This Agreement is executed for the **STATE** by its Assistant Chief Engineer (Development), and executed for the **CITY** by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the **CITY OF REXBURG**.

IDAHO TRANSPORTATION DEPARTMENT

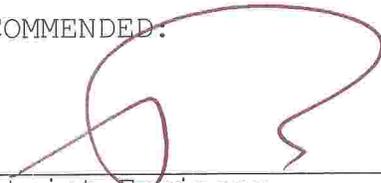
APPROVED BY:


Assistant Chief Engineer (Development)

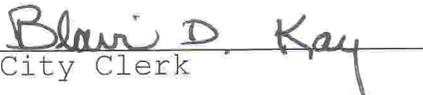
APPROVED AS TO FORM:


Deputy Attorney General

RECOMMENDED:

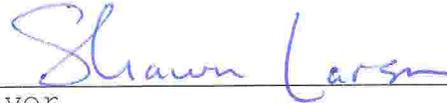

District Engineer

ATTEST:


City Clerk

(Seal)

CITY OF REXBURG


Mayor

By regular/special meeting
on 2-16-05



RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF REXBURG**, hereafter called the **CITY**, for construction of a new traffic signal at the intersection of 2nd east and 1st North within the **CITY** limits;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for State Highway Project STM-778 6(603) is hereby approved.
2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY**.
3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (~~X-out non-applicable term~~) meeting of the City Council, City of Rexburg, held on 2-16-05, 2005.



Blair D. Kay
City Clerk