

**AGREEMENT BETWEEN  
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF RAPID CITY**

**AGREEMENT NO.** \_\_\_\_\_

*Financial agreement for the Erosion Control project on the Horst property on the Deadwood Ave.*

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

WHEREAS, the STATE and CITY agree that the existing CMP outfall located on the Horst property (near the south end of the Rand Rd. cul-de-sac and Deadwood Ave.) will require erosion control measures.

AND WHEREAS, the STATE and the CITY will both benefit from this work.

AND WHEREAS, this erosion control will be constructed under project no. SSD00 - 1022, South Site, hereinafter referred to as PROJECT. The PROJECT will consist of repairing a drainage outfall by placing fill material and erosion protection fabric at the above described location. The plans include a North Site and a South Site. The North Site is 100% funded by the CITY. The South Site will be funded by 50% STATE funds and by 50% CITY funds. The PROJECT (South Site) costs are estimated at \$20,000.00;

AND WHEREAS, construction of the PROJECT will be let in FFY 2001;

AND WHEREAS, the CITY acting by and through its agents and employees shall oversee the PROJECT;

AND WHEREAS, the CITY will let the PROJECT to bids;

NOW THEREFORE, it is mutually agreed as follows:

- A. STATE will perform the following activities:
  - 1. STATE will and must participate in the review and approve the plans prior to advertisement of the PROJECT for bids.

2. Necessary public right-of-way/easement for the PROJECT will be obtained by the CITY;
  3. STATE will concur in CITY'S bid award;
  4. STATE will reimburse CITY for eligible PROJECT construction costs not to exceed \$10,000.00.
  5. The CITY will bill the STATE for the PROJECT, based on the work completed and accepted, and the STATE agrees to make said partial payment to the CITY within thirty (30) days of billing. Submitted costs shall be provided on estimate prepared by a registered professional engineer.
  6. STATE will make final payment of their PROJECT cost shares upon receipt of certification by a registered engineer that the PROJECT is complete and construction is in conformance with the contract as awarded
- B. CITY will perform the following activities:
1. CITY will provide for design engineering of the PROJECT and shall pay for all design expenses with no direct reimbursement from the STATE.
  2. CITY will advertise, let to contract, and award PROJECT to the lowest responsible bidder.
  3. CITY will pay the Contractor the amount agreed upon in the contract.
  4. CITY will keep separate the contract expenses for the two sites. (North Site and South Site)
  5. CITY will pay for Construction Engineering expenses with no direct reimbursement from the STATE.
  6. CITY will provide construction inspection and material testing for the PROJECT.
  7. CITY will obtain approval from the STATE before authorizing any changes to work under STATE approved PROJECT plans and specifications.
  8. CITY shall keep accounting records clearly identified with the AGREEMENT. All PROJECT charges shall be supported by documents which evidence, in detail, the nature and propriety of those charges.
  9. Upon reasonable notice, CITY will allow Auditors of STATE to audit all records of CITY related to this AGREEMENT. These records shall be clearly identified and readily accessible. All records shall be kept for a period of three (3) years after the date of final payment under this AGREEMENT.

- 10. CITY shall abide by the requirements of Title VI of the Civil Rights Act of 1964. These requirements are contained in Exhibit 1. Attached to and hereby made a part of this AGREEMENT.
- 11. CITY shall provide services in compliance with the Americans with Disabilities Act of 1990.
- 12. CITY will submit requests for reimbursement to the DOT Rapid City Area Engineer for the states share upon completion of the Contract including notification when the project is complete in order for both parties to participate in a final joint inspection.

C. CITY failure to adhere to the provisions of this AGREEMENT will constitute withdrawal of STATE funding for the PROJECT. This AGREEMENT is binding upon signatories hereto not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of STATE and CITY to enter into the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2001

ATTEST:

CITY OF RAPID CITY

By: \_\_\_\_\_  
City Auditor/Finance Officer

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

SOUTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Director of Operations

By: \_\_\_\_\_  
Region Engineer