

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND THE STATE  
FOR  
FEDERAL-AID HIGHWAY IMPROVEMENT  
PROJECT IM 090-2(00)55 -PCEM 107N**

**WHEREAS, the DEPARTMENT OF TRANSPORTATION** acting through the South Dakota Transportation Commission, hereinafter designated as the STATE, concurs in the proposal with the city for the new construction or improvement of a street identified as Federal Aid Construction Project No. IM 90-2(00)55, PCEM 107N, Pennington County, hereinafter designated as the PROJECT, extending through portions of the City of Rapid City, South Dakota, hereinafter referred to as the CITY, located and further described as follows:

East Side of Exit 55, Service Road Relocation (Lange Road). Grading, Surfacing and ROW.

**WHEREAS**, it is desirous for both the STATE and CITY to relocate the existing northeast service road (Lange Road) for preserving existing and future highway traffic capacity at the Exit 55 interchange (Deadwood Avenue) on I90, and

**WHEREAS**, the CITY desires the STATE to let in combination with PROJECT a sanitary sewer project number SS03-1253 along the proposed new relocated Lange Road, and

**WHEREAS**, the Statutes of the State of South Dakota give assent to the provisions of the Transportation Equity for the 21<sup>st</sup> Century Act 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 STATE 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., and

**WHEREAS**, the construction of the project is conditioned upon the fulfillment of the obligation of the CITY in a manner satisfactory to the STATE and the Federal Highway Administrator, or their authorized representatives:

**NOW THEREFORE**, be it agreed for and in consideration of the undertaking of the PROJECT under the requirements of the Act with the STATE's approval that insofar as its legal jurisdiction over the PROJECT is concerned the CITY assents to the requirements of the Act and pledges its good faith to the carrying out the purposes stipulated in the Act and to this end, it is hereby agreed:

1. STATE will perform the following activities:

## No. PW011403-07

- A. STATE will design, advertise, let to contract, and award PROJECT to the lowest responsible bidder.
  - B. STATE will secure the necessary right-of-way with required parcels being purchased in the name of the STATE and handle any necessary relocation assistance. Right-of-way parcels will be purchased in the name of the STATE and transferred to the CITY.
  - C. STATE will provide construction inspection and material testing for the PROJECT according to the SD DOT Materials Manual.
  - D. The STATE will let CITY sanitary sewer project number SS03-1253 in combination with PROJECT. Bidders will be required to submit a bid on CITY project SS03-1253 and PROJECT with award of contract to the same bidder based on the total combination bid for the two projects.
  - E. The lowest responsible bid on the PROJECT will be the basis for determining STATE and Federal Funds participation. In the event the total low combination bid for the CITY project and the PROJECT combined does not have as part of that bid the lowest bid on the PROJECT, the CITY agrees to pay the STATE the difference between the bid awarded on the combination project and the lowest bid on the PROJECT.
  - F. The STATE will award and will issue a contract for all projects; however, the CITY will be the contracting party for CITY project number SS03-1253. The CITY's engineer's estimated cost for CITY project is \$90,000. It is understood by the CITY that the actual costs will be based upon actual contract unit prices bid and final quantities.
2. CITY will perform the following activities:
- A. CITY will accept transfer of right-of-way parcels and accept ownership and absolute jurisdiction/maintenance of PROJECT. CITY will provide a resolution to the STATE for acceptance of transfer of right-of-way.
  - B. The CITY will provide plans, specification, and estimates for project number SS03-1253.
  - C. The CITY agrees to provide all construction engineering including construction supervision and all other inspection for the CITY sanitary sewer construction project as described herein. The CITY will inspect the physical installation of the sanitary including trench backfill and conduct trench compaction testing as well as measuring in place quantities and documenting location for as built records. The CITY will conduct all physical testing of the sanitary sewer for final acceptance.

- D. CITY does acknowledge that the members of its 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.
  
- E. That the Mayor is authorized to enter into a mutual agreement with the STATE providing for the understanding of this PROJECT under the considerations described above.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2003

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