

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

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

*Financial agreement for paving the alley between Omaha Street and Rapid Street westerly from 2<sup>nd</sup> Street In Rapid City.*

**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 the CITY agree that surfacing of the alley between Omaha Street and Rapid Street west from 2<sup>nd</sup> Street is necessary to provide adequate access to businesses during Omaha Street reconstruction; and

**WHEREAS**, the STATE and the CITY will both benefit from the improvements by this infrastructure work; and

**WHEREAS**, this improvement will be constructed under Project ST04-1398, hereinafter referred to as the PROJECT. The PROJECT will consist of preparatory work and paving of the alley between Omaha Street and Rapid Street west from 2<sup>nd</sup> Street to DM&E Railroad right-of-way. This work will involve roadway shaping and asphalt concrete surfacing. The PROJECT costs are estimated at \$7,500.00; and

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

**WHEREAS**, the CITY anticipates obtaining quotes in FFY 2004.

**NOW, THEREFORE**, it is mutually agreed as follows:

1. FINANCIAL:

A. STATE will perform the following activities:

1. STATE will concur in CITY'S award.
  2. STATE will reimburse CITY for sixty percent (60%) of the eligible PROJECT construction costs not to exceed \$7,500.00.
  3. STATE agrees to make partial payments to CITY within thirty (30) days of billing. The CITY will bill the STATE for the PROJECT, based on the work completed and accepted. Submitted costs shall be provided on an estimate prepared by a registered professional engineer.
  4. STATE will make final payment of the PROJECT (their cost share) 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 obtain quotes, and award PROJECT to the lowest responsible bidder.
  3. CITY will pay for Construction Engineering expenses with no direct reimbursement from the STATE.
  4. CITY will obtain approval from the STATE before authorizing any changes to work under STATE approved PROJECT plans and specifications.
  5. 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.

6. Upon reasonable notice, CITY will allow Auditors of the 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.
7. 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.
8. CITY shall provide services in compliance with the Americans with Disabilities Act of 1990.
9. CITY will submit requests for reimbursement to the DOT Rapid City Area Engineer for the State's share of the contract costs and include notification when the project is complete in order for both parties to participate in a final joint inspection.
10. 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.
11. To indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property arising out of CITY'S performance of this AGREEMENT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

CITY OF RAPID CITY

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

By: \_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

SOUTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

By: \_\_\_\_\_  
Assistant Attorney General

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

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