

**FINANCIAL AGREEMENT  
BETWEEN THE CITY OF RAPID CITY AND THE STATE  
FOR  
HIGHWAY IMPROVEMENTS ON ELK VALE ROAD**

*Financial agreement for milling and asphalt overlay on Elk Vale Road north of Interstate 90.*

**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, hereinafter referred to as the CITY, as follows:

**WHEREAS**, the STATE and the CITY agree that severe rutting has occurred on both STATE and CITY sections on Elk Vale Road north of Interstate 90; and

**WHEREAS**, the STATE and the CITY agree that improvements are needed in order to restore the roadway surface to a like new condition for traffic operations; and

**WHEREAS**, the STATE and the CITY agree that this infrastructure work should be performed at the same time in order to properly match existing surfaces; and

**WHEREAS**, this roadway improvement will be constructed under STATE maintenance project 0901-2103, hereinafter referred as the PROJECT. This work will involve cold milling of the existing surface with installation of approximately two inches of new asphalt concrete resurfacing. Other work included will be traffic control, flagging and pavement marking. CITY costs for they section which is approximately 500 feet in length is estimated at \$8,000; and

**WHEREAS**, the section of the PROJECT within the CITY is within the legal jurisdiction of the CITY for traffic regulations and the control of building setbacks, zoning, sidewalks, utilities, etc., and

**WHEREAS**, construction of the PROJECT will be completed in SFY 2005;

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

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

- A. CITY will perform the following activities:
1. CITY will concur in STATE'S bid award for cold milling and furnishing of asphalt mix;
  2. CITY will reimburse STATE for eligible PROJECT construction costs in the amount not to exceed \$8,000. Eligible costs include, but not limited to, cold milling, asphalt materials and laydown, flagging, and pavement marking.

- 3. CITY will make final payment of their PROJECT cost shares upon notification by STATE that the PROJECT is complete and construction is in conformance with the contract as awarded
- B. STATE will perform the following activities:
  - 1. STATE will solicit bids, let to contract, and award PROJECT to the lowest responsible bidder.
  - 2. STATE will perform installation of asphalt concrete, traffic control, flagging and pavement marking with their own forces
  - 3. STATE will perform all construction engineering and construction inspection with no direct reimbursement required from the CITY.
  - 4. The STATE will bill the CITY in December of 2004 for CITY part of PROJECT based on the work completed and accepted, and the CITY agrees to make said partial payment to the STATE within thirty (30) days of billing.
- 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 \_\_\_\_\_, 2004

ATTEST:

CITY OF RAPID CITY

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

\_\_\_\_\_  
Mayor, City of Rapid City

(SEAL)

APPROVED AS TO FORM:

SOUTH DAKOTA DEPARTMENT OF  
TRANSPORTATION

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

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

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