

State of South Dakota
 Project No. PP 8052(41)
Pennington County, PCN 1432
11th Street in Rapid City, SD
DOT #190273R
Signal Agreement

AGREEMENT 2 OF 2

THIS AGREEMENT is between the City of Rapid City, South Dakota, referred to in this Agreement as the "City," and the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "State."

BACKGROUND:

1. The City wants to rehabilitate the highway-rail grade crossing, DOT #190273R, project number PP 8052(41), Pennington County, PCN 1432, located on City right-of-way on 11th Street in the City of Rapid City, South Dakota, with the installation of highway-rail grade crossing signals, in compliance with federal aid requirements; and,
2. The State is responsible to assure the Federal Highway Administration that federal aid requirements are met in order to receive federal participation in adjustment costs.

THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. The State will notify the Dakota, Minnesota & Eastern Railroad Corporation (DM&E), a subsidiary of Canadian Pacific Railway Limited, the owner of the railroad, and will negotiate an agreement as necessary for the City for the rehabilitation of the crossing.
2. The City will provide the City's 10% share of the total project cost for the installation of the highway-rail grade crossing signals through City funds provided by the City. The State will bill the City for the City's share either progressively or upon completion of the project. The State will authorize the remaining 90% of the total project cost from funds available under Section 130 of Title 23, United States Code.
3. The estimated cost of the various items of work to be performed by the City under this Agreement is \$0. The estimated cost of work to be performed by the DM&E for the installation of signals is \$201,306.00. The estimated cost for construction engineering performed by the State is \$694.00. The total estimated project cost is \$202,000.00. The estimated 10% City match is \$20,200.

4. The City will install stop line pavement markings at the point behind the signals which highway vehicles are or might be required to stop, but no closer than fifteen feet (15') from the nearest rail, upon completion of the installation of the signals.
5. The City will maintain the pavement markings at said highway-rail grade crossing.
6. The City will notify the State Rapid City Area Engineer, Gary Engel, South Dakota Department of Transportation, PO Box 1970, Rapid City, South Dakota 57709, telephone 605-394-1635, prior to and upon completion of the work.
7. The City will indemnify the State, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the City to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents, or employees.
8. The City certifies, to the best of the City's knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on the City's behalf to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the City will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The City must require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients must certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9. The City has designated its Mayor as the City's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the City. A copy of the City's

Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the City's authorized representative is attached to this Agreement as Exhibit M.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the State and the City to enter into same.

City of Rapid City, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Project Development Engineer

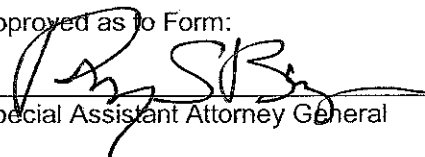
Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk



Special Assistant Attorney General

(CITY SEAL)