

**AMENDMENT NUMBER 1 TO AGREEMENT NUMBER 715310**

**BACKGROUND:**

1. On April 22, 2014, the State of South Dakota, acting by and through its Department of Transportation, referred to in this Amendment as the "STATE," and the city of Rapid City, South Dakota, referred to in this Amendment as the "CITY"; entered into a Joint Powers Financial Agreement for South Dakota Federal Aid Construction Project Number P 0231(12)80 PCN 02R5, which agreement, referred to in this Amendment as the "AGREEMENT," was signed by representatives of each party and assigned Agreement Number 715310 by the STATE.
2. The parties wish to amend the AGREEMENT.

**THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. Paragraph 5. F. of the AGREEMENT is revised to read as follows:

**5. COMBINATION LETTING**

F. For the top of the utility trenches, the STATE will conduct inspection of the trench backfill, trench compaction testing, and moisture and density testing, for the CITY UTILITY PROJECT. The top of the utility trenches is defined as two feet (2') below the bottom of the undercut. The STATE will provide the CITY with a copy of all test reports for this portion of the CITY UTILITY PROJECT. The CITY will pay the STATE for the cost of testing and these inspections. The STATE will bill the CITY for testing and inspections based on the actual number of locations. Each moisture test will be charged at the rate of Twenty-five Dollars (\$25.00) and each density test will be charged at the rate of Seventy-five Dollars (\$75.00). The STATE will determine the number and location of the testing and inspections when final plans have been received by the Area Engineer. The CITY will pay the STATE within Forty-five (45) days of receipt of billings from the STATE.

2. Paragraph 5.G. is added to the AGREEMENT as follows:

G. Except for the top of the utility trenches, the CITY will conduct inspection of the trench backfill, trench compaction testing, and moisture and density testing, for the CITY UTILITY PROJECT. The CITY will provide the STATE with a copy of all test reports within forty-eight (48) hours of testing. The CITY will be responsible for ensuring that all work and test results on the CITY UTILITY PROJECT are satisfactory to the STATE. The CITY will ensure all testing conducted by the CITY conforms to the South Dakota Department of Transportation Standard Specifications for Roads and Bridges, 2004 Edition, except as modified by any applicable special or supplemental provisions. The CITY will also ensure all testing conducted by the CITY conforms to the STATE'S most recent Materials Manual. All personnel conducting testing must meet the requirements of the South Dakota Department of Transportation's Materials Testing and Inspection Certification Program Manual.

3. Except as specifically modified by this Amendment, the terms and conditions of the AGREEMENT will remain in full force and effect.
4. The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Amendment on behalf of the CITY. A copy of the CITY'S Commission minutes or resolution authorizing the execution of this Amendment by the Mayor as the CITY'S authorized representatives is attached to this Amendment as Exhibit A.

This Amendment 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 the 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:

\_\_\_\_\_  
City Auditor/Clerk

(CITY SEAL)