

**AGREEMENT FOR CONSTRUCTION OF STREET EXTENSION
BETWEEN THE CITY OF RAPID CITY AND STATE OF SOUTH DAKOTA**

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, of 300 Sixth Street, Rapid City, SD 57701, hereinafter referred to as the "City," and STATE OF SOUTH DAKOTA, on behalf of the South Dakota Game Fish and Parks Department, of 4130 Adventure Trail, Rapid City, SD 57702, hereinafter referred to as the "Owner."

WHEREAS, the Owner desires to construct approximately 350 linear feet of street within dedicated right of way adjacent to Owner's property ("the Property"), legally described as:

Lot Two (2) of NWE Subdivision, in the City of Rapid City, as shown by the plat recorded in Book 28 of Plats on Page 188 in the Office of the Register of Deeds, Pennington County, South Dakota, and

Lot One (1) of Tract E of Meadowwood Subdivision, City of Rapid City, as shown by the plat recorded in Book 6 of Plats on Page 122 in the Office of the Register of Deeds, Pennington County, South Dakota, and

WHEREAS, the Owner plans to construct the street extension within the Knutson Lane right of way to provide access to the Property through Knutson Lane; and

WHEREAS, the Owner has submitted preliminary drawings for the requested street extension; and

WHEREAS, the City has agreed to accept ownership of the street upon its completion according to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, it is agreed by the parties as follows:

1. Owner Obligations.

- 1a. The Owner hereby agrees to contract with a professional engineer to design the street extension. The street extension shall be designed in accordance with the City's Infrastructure Design Criteria and the City's Standard Specifications for Public Works Construction. All plans shall be approved by the City prior to starting construction.
- 1b. The Owner hereby agrees to contract with a professional engineer to provide construction observation services for the street construction. The City reserves the right to observe and inspect all construction activities within the public right-of-way.
- 1c. The Owner agrees to construct the street according to the approved plans. No changes or variances from the plans shall be allowed unless approved by the City in writing.

- 1d. The Owner shall be responsible for all construction costs associated with the street extension. Principal components of the Owner's construction responsibilities are approximately 725 linear feet of curb and gutter, 665 tons of minimum 5-inch thick asphalt paving, 965 tons of aggregate base course, 8,500 square feet of 4-inch thick sidewalk, 340 linear feet of 12-inch diameter water main, 738 linear feet of 8-inch diameter sanitary sewer main, traffic controls and signage, site grading, site storm drainage improvements, site restoration and stabilization and related erosion and sediment controls.
- 1e. The Owner shall conduct a pre-construction meeting prior to commencing construction of the street extension. The Owner shall notify the City and all affected private and public utilities affected by the project of the meeting date and time a minimum of five working days prior to the meeting. The Owner, the Owner's professional engineer, and the Owner's construction contractor shall attend the pre-construction meeting.
- 1f. The Owner agrees to obtain all applicable permits prior to construction.
- 1g. The Owner agrees to provide a two-year warranty that all materials furnished and installed and work completed pursuant to this Agreement will be new, and shall be of good quality, free from defects, and in conformance with the approved plans and specifications. The warranty shall also meet the requirements of the City's Standard Specifications for Public Works Construction, Section 7.65.
- 1h. Prior to project acceptance by the City, Owner shall provide a warranty bond, or other equivalent surety, in an amount equivalent to ten percent (10%) of the total cost of the street extension to the City to secure the warranty for a period of two years. The surety shall be in a form acceptable to the City Attorney.

2. City Acceptance. Acceptance of the project by the City will not be considered until Owner has completed all construction and testing and submitted as-built plans. Upon the City's approval of the same, acceptance will be documented by issuance of an acceptance letter by the City.

3. Severability. In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).

4. Governing Law. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

5. Entire Agreement. The parties agree that this writing constitutes the entire Agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

Dated this ___ day of _____, 2018.

CITY OF RAPID CITY

Mayor

ATTEST:

Finance Officer

(seal)
State of South Dakota)

ss.

County of Pennington)

On this the _____ day of _____, 2018, before me, the undersigned officer, personally appeared Steve Allender and Pauline Sumption, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(seal)

Notary Public, South Dakota
My Commission Expires: _____

Dated this ___ day of _____, 2018.

STATE OF SOUTH DAKOTA

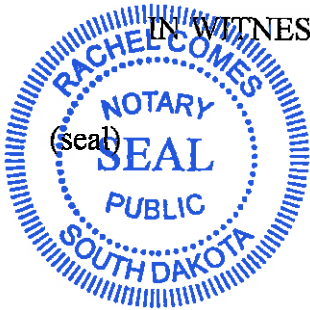
By AA

Its Director - Div of Wildlife - GFP

STATE OF SOUTH DAKOTA)
 Hughes)ss.
COUNTY OF PENNINGTON)

On this 11th day of April, 2018, before me, the undersigned officer, personally appeared Tony Leit, who acknowledged him/herself to be the GFP - Wildlife Division Director of STATE OF SOUTH DAKOTA, and that as such GFP - Wildlife Division Director, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Rachel Comes
Notary Public, South Dakota
My Commission Expires: March 18, 2021