

AGREEMENT

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 two (2) track highway-rail grade crossing, DOT 190269B, located on City right-of-way on 6th Street in the city of Rapid City, South Dakota, with the installation of one hundred eight feet (108') of precast concrete crossing surface and associated materials, new cantilevered flashing light highway-rail grade crossing signals, light emitting diode (LED) lenses, constant warning circuitry, and associated signal material 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 Rapid City, Pierre & Eastern Railroad, Inc. (RCP&E), the owner of the railroad, and will negotiate agreements as necessary for the City for the rehabilitation of the crossing surface and installation of the signals.
2. The City will provide construction plans for roadway approaches, sidewalks, and additional work required for the crossing surface and signal rehabilitation. Upon review and approval by the STATE of the construction plans, the STATE will advertise, let to contract, award, be the contracting party, and make the progress payments directly to the contractor for the approach work, sidewalks, and additional work required as part of the crossing surface and signal rehabilitation.
3. The City will provide the City's ten percent (10%) share of the total project cost for federal participating items of the above referenced highway-rail project through City funds. The State will authorize the remaining ninety percent (90%) of the federal participating project costs from funds available under Section 130 of Title 23, United States Code.

4. The State will bill the City for the City's ten percent (10%) share of the participating project cost.
5. The estimated cost of the various items of work to be performed by the City under this Agreement is \$-0-. The estimated participating cost of work to be performed by RCP&E for the installation of the highway-rail crossing signals and rehabilitation of the crossing surfacing is \$143,870.00. The estimated participating cost for contracted approach and additional work required is \$32,831.00. The estimated participating cost for State construction engineering is \$2,500.00. The total estimated participating project cost is \$179,201.00. The estimated ten percent (10%) City share is \$17,920.10. The City will pay the State for the City's ten percent (10%) share of the participating project costs upon billing by the State, within thirty (30) days of receipt of an invoice submitted by the City
6. The City will maintain the approaches and pavement markings at said highway-rail grade crossing.
7. The Area Engineer responsible for the project is Rapid City Area Engineer Mike Carlson, South Dakota Department of Transportation, PO Box 1970, Rapid City, South Dakota 57709-1970, telephone 605-394-2248.
8. 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.
9. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

10. 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 A.

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)

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
PRELIMINARY DETAIL ESTIMATE FOR SOUTH DAKOTA**

Project Number: PP 8052(70)
County: Pennington

PCN: 05JW

6th Street

Type: Non-Section Method

Alt #	Nbr	Item Number	Description	Quantity	Unit	Unit Price	Amount
	001	009E0010	Mobilization	1.000	LS	15,000.00	15,000.00
	002	110E0300	Remove Concrete Curb and/or Gutter	62.000	Ft	6.00	372.00
	003	110E1100	Remove Concrete Pavement	100.000	SqYd	6.00	600.00
	004	110E1140	Remove Concrete Sidewalk	48.000	SqYd	8.00	384.00
	005	250E0010	Incidental Work	1.000	LS	2,500.00	2,500.00
	006	260E1010	Base Course	15.000	Ton	30.00	450.00
	007	634E0120	Traffic Control, Miscellaneous	1.000	LS	5,000.00	5,000.00
	008	650E0060	Type B66 Concrete Curb and Gutter	64.000	Ft	35.00	2,240.00
	009	651E0040	4" Concrete Sidewalk	606.000	SqFt	7.50	4,545.00
	010	734E0845	Sediment Control at Inlet with Frame and Grate	2.000	Each	120.00	240.00
	011	998E0100	Railroad Protective Insurance	1.000	LS	1,500.00	1,500.00

Subtotal:		\$	32,831.00
Federal Funds:	90.00%	\$	29,547.90
Other Funds:		\$	3,283.10