

## 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 one (1) track highway-rail grade crossing, DOT 190272J, located on City right-of-way on West Boulevard in the city of Rapid City, South Dakota, with the installation of ninety-nine feet (99') of precast concrete crossing surface and associated materials, twelve feet (12') of concrete pedestrian crossing surface, 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, 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 contact, award, be the contracting party, and make the progress payments directly to the contractor for the approach work and for the 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 \$147,756.00. The estimated participating cost for contracted approach and additional work required is \$69,971.30. The estimated participating cost for State construction engineering is \$2,500.00. The total estimated participating project cost is \$220,227.30. The estimated ten percent (10%) City share is \$22,022.73. 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 State.
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 1701(14)  
County: Pennington

PCN: 05JX West Boulevard

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	190.000	Ft	6.00	1,140.00
003		110E1010	Remove Asphalt Concrete Pavement	36.000	SqYd	5.90	212.40
004		110E1100	Remove Concrete Pavement	27.400	SqYd	6.00	164.40
005		110E1140	Remove Concrete Sidewalk	905.000	SqYd	8.00	7,240.00
006		250E0010	Incidental Work	1.000	LS	2,500.00	2,500.00
007		260E1010	Base Course	25.000	Ton	15.00	375.00
008		320E1200	Asphalt Concrete Composite	120.000	Ton	110.00	13,200.00
009		380E4010	6" PCC Fillet Section	27.400	SqYd	105.00	2,877.00
010		633E0010	Cold Applied Plastic Pavement Marking, 4"	90.000	Ft	3.00	270.00
011		633E0030	Cold Applied Plastic Pavement Marking, 24"	60.000	Ft	28.00	1,680.00
012		634E0120	Traffic Control, Miscellaneous	1.000	LS	5,000.00	5,000.00
013		634E0410	Type B Advance Warning Arrow Board	2.000	Each	1,000.00	2,000.00
014		634E1002	Detour Signing	100.000	SqFt	15.00	1,500.00
015		650E0060	Type B66 Concrete Curb and Gutter	190.000	Ft	35.00	6,650.00
016		651E0040	4" Concrete Sidewalk	805.000	SqFt	7.50	6,037.50
017		651E0160	6" Reinforced Concrete Sidewalk	100.000	SqFt	9.50	950.00
018		651E7000	Type 1 Detectable Warnings	20.000	SqFt	65.00	1,300.00
019		734E0845	Sediment Control at Inlet with Frame and Grate	3.000	Each	125.00	375.00
020		998E0100	Railroad Protective Insurance	1.000	LS	1,500.00	1,500.00

Subtotal:	\$	69,971.30
Federal Funds: 90.00%	\$	62,974.17
Other Funds:	\$	6,997.13