AGREEMENT BETWEEN THE CITY OF RAPID CITY AND
BLACK HILLS POWER, INC., D/B/A BLACK HILLS ENERGY
FOR UTILITY RELOCATION RELATED TO 38TH STREET RECONSTRUCTION,
CLIFTON STREET TO RANGE ROAD, PROJECT NO. 15-2232 / CIP #’S 50716.1 &
50716.2

1. This Agreement is entered into this ___ day of __________, 2017 by and between the City of
Rapid City, a South Dakota municipal corporation, of 300 Sixth Street, Rapid City, SD 57701, (the
“City”), and Black Hills Power, Inc., a South Dakota corporation d/b/a Black Hills Energy, of 625
Ninth Street, Rapid City, SD 57701 (the “Contractor”).

2. The Contractor agrees to remove and replace six street lights along 38th Street as shown on
attached Exhibits for Project No. 15-2232 38th Street Reconstruction, Clifton Street to Range Road (the
“Project”).

3. The Contractor shall perform the work concurrently with the Project, and as such, the Contractor
will not need to secure its own City permits for the work.

4. In exchange for Contractor’s performance of the work, the City shall compensate the Contractor
in an amount not to exceed Sixteen Thousand Dollars and no Cents ($16,000.00). The Contractor shall
invoice the City upon conclusion of the work, and the Contractor shall only be paid for work actually
performed, based on time and materials. Payment for the work will be made to the Contractor by check
after the completion of the contracted work, receipt of a signed voucher, and approval by the
Council. Payment shall be made within 45 days after receipt of a signed voucher.

5. Specifications to be followed under this contract are the City of Rapid City Standard
Specifications for Public Works Construction (current edition), the City’s Infrastructure Design Criteria
Manual (current edition), and any Special Provisions, Special Conditions, and/or Detailed
Specifications pertaining to this contract.

6. This Agreement along with the referenced Project Plans constitutes the entire agreement
between the City and Contractor and supersedes all prior written or oral communications with regard
to the subject matter hereof.

7. The Contractor agrees to indemnify, defend and hold the City harmless against all liability,
loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable
attorney’s fees, which the City may hereafter suffer itself or pay to another party by reason of any
claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission
or negligent act of the Contractor resulting in injury (including death) to any person or damage to any
property to the extent such are caused by or are alleged to be caused by the Contractor or its
employees, any subcontractor or its employees, or any person, firm, partnership, or corporation
employed or engaged by the Contractor.

8. The Contractor is an independent entity, and neither it nor its employees are employees,
agents, or partners of the City.

9. 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.

10. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Dated this _____ day of ____________, 2017.

BLACK HILLS POWER, INC.
d/b/a Black Hills Energy

By: __________________________

Its: __________________________

CITY OF RAPID CITY

____________________________
Mayor

Attest

____________________________
Finance Officer

(seal)
Remove and replace these street lights