

AGREEMENT NUMBER _____

AN AGREEMENT TO PROVIDE FOR
THE STRIPING AND CONTINUING MAINTENANCE OF
COUNTY ROADS WITHIN BROOKINGS COUNTY

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and BROOKINGS County, South Dakota, referred to in this Agreement as the "COUNTY."

BACKGROUND:

1. The STATE has allocated Five Hundred Thousand Dollars (\$500,000) to a state-wide county highway striping project, designated as project number P 000S(00)220, PCN 04LV, and referred to in this Agreement as the "PROJECT." STATE funds will pay sixty percent (60%) of the PROJECT costs, up to a maximum amount of Five Hundred Thousand Dollars (\$500,000). Counties participating in the PROJECT will pay the remainder of the PROJECT costs with county funds; and
2. The COUNTY wants to participate in the PROJECT for the striping of approximately 131.00 miles of COUNTY roads at an estimated cost shown on the attached Schedule A.

THE COUNTY AND THE STATE MUTUALLY AGREE AS FOLLOWS:

A. The STATE will perform the following activities:

1. The STATE will prepare plans, advertise the PROJECT for bids, award a contract to the lowest responsible bidder, and administer construction of the PROJECT.
2. The STATE will bill the COUNTY for the COUNTY'S forty percent (40%) share of the program limit, together with one hundred percent (100%) of any amount over the program limit, as set out in the estimate in the attached Schedule A.

B. The COUNTY will perform the following activities:

1. The COUNTY will sweep roadways to be striped in advance of the contractor's operations.
2. The COUNTY will provide the PROJECT inspection.
3. The COUNTY will insure that the beginning and ending of each no passing zone is marked, in a manner clearly visible from the driving lane, with a "NO PASSING ZONE" sign (W14-3), a "DO NOT PASS" sign (R4-1), a "PASS WITH CARE" sign (R4-2), or a 9' steel channel post driven 3.5' to 4' near the right-of-way line with the top 2' painted yellow. If any no passing zone needs to be established or re-established, the COUNTY will do so at the COUNTY'S own expense.
4. The COUNTY will pay actual PROJECT costs upon receipt of billing from the STATE, based on the COUNTY'S forty percent (40%) share of the program limit, together with one hundred percent (100%) of any amount over the program limit, as set out in the estimate in the attached Schedule A.

C. General Conditions:

1. Costs associated with the PROJECT are preliminary engineering, construction engineering, and construction costs.

2. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and will be signed by an authorized representative of each of the parties.
3. The STATE may terminate this Agreement on thirty (30) days' written notice. If the COUNTY breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice.
4. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature does not appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
5. 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 COUNTY to enter into this Agreement.
6. The COUNTY has designated its County Commission Chairperson as the COUNTY'S authorized representative and has empowered its County Commission Chairperson with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission minutes or resolution authorizing the execution of this Agreement by the County Commission Chairperson is attached to this Agreement as Exhibit M.

The STATE and the COUNTY signify their agreement by signatures affixed below.

BROOKINGS County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: County Commission Chairperson

Its: Program Manager
Office of Administration

Date: _____

Date: _____

Attest:

County Auditor/Clerk

[County Seal]

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SCHEDULE A

The COUNTY will be included in the PROJECT for the striping of approximately 131.00 miles of BROOKINGS COUNTY roads at an estimated cost of \$117,739.44, based on this year's estimates. This year's STATE contribution is Five Hundred Thousand Dollars (\$500,000.00). Combined with the participating COUNTY contributions of Three Hundred Thirty-three Thousand, Three Hundred Thirty-three Dollars (\$333,333.00) the total funding amount for the 2019 Striping Program is Eight Hundred Thirty-three Thousand, Three Hundred Thirty-three Dollars (\$833,333.00).

The funding breakdown is as follows:

Estimated Total Cost Striping Requested by the COUNTY	\$117,739.44
Program Limit (COUNTY'S Share of \$833,333.00)	\$44,004.01
STATE'S Share of Program Limit (60%)	\$26,402.41
COUNTY'S Share of Program Limit (40%)	\$17,601.61
COUNTY'S Amount over Limit (100%)	\$73,735.43
Total of COUNTY'S Share of the PROJECT costs	\$91,337.03