



Department of Transportation

Office of the Secretary

700 E Broadway Avenue

Pierre, South Dakota 57501-2586

PHONE: 605/773-3265 FAX: 605/773-3921

March 28, 2019

BIG Notice to Proceed Date

County Commissioners

Lawrence County

NOTICE OF AWARD

2019 Preservation Bridge Improvement Grant

Structure Number 41-092-060

Project Number BRF 8244(00)19-4, PCN 076J

Grant Amount = \$212,000.00(50%)

I am pleased to inform you that the South Dakota Transportation Commission approved a Local Bridge Improvement Grant (BIG) in the amount shown above for the noted structure during their March 28, 2019, commission meeting. A funding agreement and specific information and documents for this grant will be sent to you at a later date.

If you have questions, please feel free to contact Tammy Williams at 605-773-8149 or Doug Kinniburgh at 605-773-4284.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Bergquist", is written over a faint, larger version of the signature.

Darin P. Bergquist
Secretary

Attachment

cc: County Highway Superintendent
File

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
BRIDGE IMPROVEMENT GRANT AGREEMENT
FOR PRESERVATION – LOCAL ADMINISTRATION

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 Lawrence County, South Dakota, referred to in this Agreement as the "COUNTY."

BACKGROUND:

1. The STATE has funding available for preservation, rehabilitation, or replacement of eligible local public agency bridges. The funding is only available for bridges located on local public roads.
2. The COUNTY has applied for and the STATE has awarded to the COUNTY a Bridge Improvement Grant ("BIG") for bridge preservation for structure number 41-092-060, project number BRF 8244(00)19-4 PCN 076J, referred to in this Agreement as the "PROJECT."

THE STATE AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

1. The COUNTY applied for and was awarded a BIG for preservation for the PROJECT. The BIG award amount is two hundred twelve thousand dollars (\$212,000.00), plus eighty percent (80%) of the actual costs of reasonable and necessary construction engineering for the PROJECT.
2. The STATE issued a letter on March 28, 2019 notifying the COUNTY of the award of the BIG. The letter of award is attached to and incorporated in this Agreement as **Exhibit A**.
3. This Agreement is effective on the date of the letter of award attached as **Exhibit A**. The preservation work contemplated by this Agreement will be completed no later than four years from the date of the letter of award. No reimbursements will be processed by the STATE for work performed after the date of March 28, 2023.
4. The COUNTY will select and hire a professional engineering firm from the STATE'S current consultant retainer list for the bridge design category of work. The COUNTY will submit a copy of the contract between the design firm and the COUNTY to the STATE. The scope of work to be performed by the firm is identified in the attached **Exhibit B**.
5. The COUNTY will require the design firm to submit plans, design calculations, and check design calculations to the STATE.
6. The COUNTY will also require the design firm to load rate each structure, including culverts that are bridge length, in accordance with the edition of the AASHTO "Manual for Bridge Evaluation" with latest Interim Revisions using the LRFR method currently in place at the time of execution of the design engineering contract. The design firm will perform an HL-93 design load rating for each structure. The design firm will analyze the AASHTO HS20 vehicle for Inventory and Operating Ratings. The design firm will also perform a legal load rating for South Dakota legal trucks, the notional rating load, and the four specialized hauling vehicles. The design firm will submit a copy of the rating analyses to the STATE. The STATE will review load ratings and provide comments to the design firm. The design firm will address all STATE comments to the satisfaction of the STATE. The design firm will provide a separate summary table of all load ratings to be included in the STATE'S bridge inspection file.
7. If applicable, the COUNTY will also require the bridge design engineering firm to submit scour analyses and develop a Quality Control/Quality Assurance (QC/QA) plan. The QC/QA plan must follow the format developed by the STATE.

a written request for reimbursement of engineering fees on the form developed by the STATE, a copy of which is attached to this Agreement as **Exhibit C**. The COUNTY must submit all documentation, including but not limited to progress reports and a summary of QC/QA test results, to the STATE on at least a quarterly basis, but not more frequently than monthly.

22. The STATE will reimburse the COUNTY for eighty percent (80%) of the actual cost of construction engineering services for the PROJECT. For all other PROJECT work, the STATE will reimburse the COUNTY for fifty percent (50%) of eligible costs, not to exceed the BIG award amount of two hundred twelve thousand dollars (\$212,000.00). The COUNTY will be one hundred percent (100%) responsible for any PROJECT costs incurred prior to the date of the letter of award or after the PROJECT completion date. PROJECT costs include engineering, testing, and environmental services performed by STATE forces. PROJECT costs incurred by the STATE through the use of STATE forces will be billed to the COUNTY or will be applied to reduce the BIG award amount. If the BIG award amount has not been fully expended, the COUNTY will be billed for fifty percent (50%) of the PROJECT costs incurred by the STATE. If the BIG award amount has been fully expended, the COUNTY will be billed for one hundred percent (100%) of the PROJECT costs incurred by the STATE. The COUNTY will pay the STATE within thirty (30) days of receipt of billing.
23. The COUNTY certifies the COUNTY has a conflict of interest policy and enforces said policy.
24. The COUNTY certifies the COUNTY has filed an Internal Revenue Services (IRS) Form 990 in compliance with federal law, if applicable. The COUNTY will display the filed IRS Form 990 on the COUNTY'S website immediately upon filing.
25. The COUNTY certifies the COUNTY employs an effective internal control system.
26. The COUNTY certifies the COUNTY is in compliance with the federal Single Audit Act and the requirements of SDCL § 4-11-2.1, if applicable. The COUNTY further certifies audits are displayed on the COUNTY'S website.
27. The COUNTY will include provisions in the COUNTY'S contracts and subcontracts, if any, requiring the COUNTY'S contractors and subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The COUNTY will cause the COUNTY'S contractors, subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
28. The COUNTY 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 the COUNTY'S performance under this Agreement. This section does not require the COUNTY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.
29. All PROJECT charges will be subject to audit by the STATE. The COUNTY and the COUNTY'S contractors and subcontractors will keep accounting records clearly identified with this Agreement, and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.
30. Upon reasonable notice, the COUNTY and the COUNTY'S contractors and subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date of final payment under this Agreement.

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 the same.

Lawrence County, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: County Commission Chairperson

Its: Program Manager,
Administration Program

Date: _____

Date: _____

Attest:

County Auditor/Clerk

(COUNTY SEAL)