

**STATE OF SOUTH DAKOTA
JOINT POWERS
FINANCIAL AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
CITY OF RAPID CITY**

This Agreement is made 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 the City of Rapid City, South Dakota, referred to in this Agreement as the "CITY." The parties acknowledge and agree the CITY'S population is deemed to be 69,854 for purposes of this Agreement.

1. JOINT POWERS

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the CITY and the STATE. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased for use for this Agreement.

2. STATE PROJECT

The STATE and the CITY concur in the proposal for the new construction or improvement of streets identified by South Dakota Federal Aid Construction Project Number NH 0016(78)67 PCN 01TH, referred to in this Agreement as the "STATE PROJECT." The STATE PROJECT is located on United States Highway (US16), from the end of the divided segment on the south side of Tower Road to Flormann Street, including the structure on Tower Road. The STATE PROJECT consists of urban grading, storm sewer, curb and gutter, sidewalk, ADA upgrades, lighting, signals, Portland Cement Concrete Paving (PCCP) Surfacing, deck overlay, joint modification, bent cap repair, reset bearings, rail replacement, and special surface finish.

3. CONTRACT PROCUREMENT

- A. The STATE will design, advertise, let to contract, award, and be the contracting party for the STATE PROJECT.
- B. The STATE will, as requested by the CITY as part of the STATE PROJECT, upgrade the standard storm sewer system located along US16 (Mt. Rushmore Road), from just north of Meade Street to Flormann Street. The CITY will pay the STATE Ten Thousand, Nine Hundred Ninety-seven Dollars (\$10,997.00), which represents the difference between the estimated cost of the STATE'S standard storm sewer (\$34,443.00) and the estimated cost of the upgraded storm sewer system (\$45,440.00). The estimated cost breakdown is attached to this Agreement as Attachment 1. The CITY will pay the STATE within forty-five (45) days of receipt of billings from the STATE.
- C. The STATE will install decorative steel lighting and signal poles in lieu of galvanized steel lighting and signal poles as part of the STATE PROJECT. The CITY will reimburse the STATE for the difference between the estimated cost of installing the STATE'S standard galvanized steel lighting and signal poles and the actual cost of installing the decorative steel lighting and signal poles requested by the CITY. The estimated cost of the STATE'S galvanized steel lighting and signal poles is One Hundred Twenty Thousand, Three Hundred Forty Dollars (\$120,340.00). The estimated cost of the decorative steel lighting and signal poles is Three Hundred Thirty-two Thousand, One Hundred Twenty Dollars (\$332,120.00). The CITY'S estimated cost will be Two Hundred Eleven Thousand, Seven Hundred Eighty Dollars (\$211,780.00). The estimated cost breakdown is attached to this Agreement as Attachment 2. The actual cost will depend on final

bids and quantities. The CITY will pay the STATE within forty-five (45) days of receipt of billings from the STATE.

- D. The STATE will install electrical service with meter(s), wiring, conduit, and junction boxes to provide service to street light receptacles located on the proposed roadway light poles, to monument lights between Cathedral Drive and Cleveland Street, and to an irrigation controller between Tower Road Bridge and Cathedral Drive. The CITY will pay the STATE Four Thousand, Four Hundred Forty Dollars (\$4,440.00) for the cost of the STATE'S consultant providing the design and plans assembly services for this electrical work. The work order for this design and plans assembly work is established by DOT Agreement 410461, Work Order D-03-12, Amendment #3, and is attached to this Agreement as Attachment 3. The CITY will also pay the STATE the estimated cost for the construction of this electrical infrastructure, which is Twenty-seven Thousand, Seven Hundred Thirty-six Dollars (\$27,736.00). The estimated cost breakdown is attached to this Agreement as Attachment 4. The CITY will pay the STATE within forty-five (45) days of receipt of billings from the STATE.

4. COMBINATION LETTING

- A. The STATE will let the CITY'S water main, sanitary sewer, and landscaping enhancements project in combination with the STATE PROJECT. The CITY'S project, designated as CITY Project Number SSW1-1926/CIP 50840 PCN X02D, and referred to in this Agreement as the "CITY PROJECT," is located on US16, from the divided segment on the south side of Tower Road to Flormann Street.
- B. The CITY will provide the STATE with all plans, specifications, contract provisions, and cost estimates for the CITY PROJECT. Each bidder will be required to submit separate bids covering the CITY PROJECT and the STATE PROJECT. Award of the contract will be to the one bidder based on the total combination bid for the two projects. The lowest responsible bid on the STATE PROJECT will be the basis for determining STATE and federal funds participation.
- C. If the total low combination bid for the CITY PROJECT and the STATE PROJECT does not have, as part of that bid, the lowest bid on the STATE PROJECT, the CITY will pay to the STATE the difference between that portion of the successful combination bid attributable to the STATE PROJECT and the lowest bid on the STATE PROJECT. The CITY will pay the STATE within forty-five (45) days of receipt of billing from the STATE.
- D. The STATE will award the contracts for both the STATE PROJECT and the CITY PROJECT; however, the CITY will be the contracting party for the CITY PROJECT. The CITY will make all payments under the contract for the CITY PROJECT directly to the contractor. The CITY'S estimated cost for the CITY PROJECT is One Million, Four Hundred Eighteen Thousand, Nine Hundred Sixty-three Dollars and Ninety-one Cents (\$1,418,963.91). Actual cost will be based upon bids and final quantities.
- E. The CITY will provide all construction engineering for the CITY PROJECT, including all construction supervision and inspection, physical testing, measuring in-place quantities, and documenting locations for as-built records, except as set forth in section 4.F., if applicable, for purposes of final acceptance by the STATE.
- F. The STATE will provide inspection of the trench backfill, conduct trench compaction testing, and conduct moisture and density testing, for the CITY PROJECT. The STATE will provide the CITY with a copy of each test report for the CITY PROJECT. The CITY will pay the STATE for the cost of testing and inspections. The STATE will bill the CITY for testing and inspections based on the actual number of locations. Each moisture test will be charged at the rate of Twenty-five Dollars (\$25.00) and each density test will be charged at the rate of Seventy-five Dollars (\$75.00). The STATE will determine the number and location of the testing and inspections when final plans have

been received by the Area Engineer. The CITY will pay the STATE within forty-five (45) days of receipt of billings from the STATE.

5. RESPONSIBILITY FOR MAINTENANCE, POLICING ENCROACHMENTS, AND OTHER ACTIVITIES

Any responsibilities the CITY may have for policing encroachments, performing maintenance and repair activities, limiting access, enforcing parking prohibitions, and servicing lighting systems along the STATE PROJECT will be governed by the "Maintenance and Encroachment Agreement," executed on June 1, 2010, and assigned Agreement Number 714097 by the STATE, and any amendments to that agreement entered into by the parties now or in the future.

6. SIGNALS

If a signal system is installed on any portion of the STATE PROJECT located within the CITY'S municipal boundaries, that signal system will be subject to the terms of the agreement entered into between the parties effective May 17, 2010, and entitled "Maintenance Agreement Between a Local Government Authority and the State of South Dakota for Traffic Signals on State Highway System," and assigned agreement number 613594 by the STATE.

7. INDEMNIFICATION

The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of the CITY'S performance under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising from errors or omissions of the STATE, its officers, agents, or employees.

8. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement, and must be signed by an authorized representative of each of the parties.

9. CERTIFICATION REGARDING LOBBYING

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 behalf of the CITY, 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 will require that 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 that all subrecipients will 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 or not less than \$10,000 and not more than \$100,000 for each such failure.

10. EMPLOYEE STATUS

Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

11. 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 M.

By signature of their representatives below, each party certifies that approval of this Agreement by ordinance, resolution, or other appropriate means has been obtained by that party's governing body or officer pursuant to SDCL § 1-24-3 and § 1-24-6.

City of Rapid City, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: Project Development Engineer

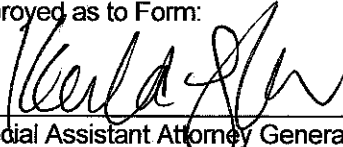
Date: _____

Date: _____

Attest:

Approved as to Form:

City Auditor/Clerk



Special Assistant Attorney General

(CITY SEAL)


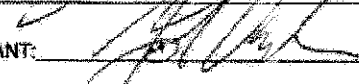
Attachment 1 - Storm Sewer Upgrades

Bid Item	Description	Quantity	Unit	Unit Price	Extended Price
450E0142	24" RCP Class 2, Furnish	540	Ft	\$31.20	\$16,848.00
450E0150	24" RCP, Install	540	Ft	\$22.40	\$12,096.00
	<u>2-2'x3' Type B Drop Inlet</u>				
462E0100	Class M6 Concrete		CuYd	\$850.00	
480E0100	Reinforcing Steel		Lb	\$1.30	
	<u>3-3'x4' Type B Drop Inlet</u>				
462E0100	Class M6 Concrete		CuYd	\$850.00	
480E0100	Reinforcing Steel		Lb	\$1.30	
				Subtotal	\$28,944
				Contingency (10%)	\$2,894
				PE Amount (5.5%)	\$1,592
				CE Amount (3.5%)	\$1,013
				Total	\$34,443
450E0162	30" RCP Class 2, Furnish	540	Ft	\$49.30	\$26,622.00
450E0170	30" RCP, Install	540	Ft	\$27.90	\$15,066.00
	<u>5-4'x4' Type B Drop Inlet</u>				
462E0100	Class M6 Concrete		CuYd	\$850.00	
480E0100	Reinforcing Steel		Lb	\$1.30	
				Subtotal	\$41,688
				PE Amount (5.5%)	\$2,293
				CE Amount (3.5%)	\$1,459
				Total	\$45,440
				Difference	\$10,997

Attachment 2 - Decorative Street Lighting and Signals Estimate

Bid Item	Description	Decorative Lighting & Signals				Lighting/Signals w/Standard Finish			
		Qty	Unit	Unit Price	Total Price	Qty	Unit	Unit Price	Total Price
635E0050	Breakaway Base Luminaire Pole with Arm, 50' Mounting Height					18	Each	\$2,600.00	\$46,800.00
635E0900	Decorative Luminaire Pole	21	Each	\$7,500.00	\$157,500.00				
635E0910	Decorative Luminaire Arm	21	Each	\$300.00	\$6,300.00				
635E2135	Signal Pole with 35' Mast Arm and Luminaire Arm					1	Each	\$10,100.00	\$10,100.00
635E2145	Signal Pole with 45' Mast Arm and Luminaire Arm					1	Each	\$13,500.00	\$13,500.00
635E2160	Signal Pole with 60' Mast Arm and Luminaire Arm					2	Each	\$13,100.00	\$26,200.00
635E2366	Decorative Signal Pole with 35' Mast Arm	1	Each	\$17,500.00	\$17,500.00				
635E2370	Decorative Signal Pole with 45' Mast Arm	1	Each	\$20,100.00	\$20,100.00				
	Decorative Signal Pole with 60' Mast Arm	2	Each	\$24,000.00	\$48,000.00				
635E3220	Roadway Luminaire, 400 Watt					18	Each	\$400.00	\$7,200.00
635E3450	Decorative Luminaire, 150 Watt with Photoelectric Cell	11	Each	\$700.00	\$7,700.00				
635E3460	Decorative Luminaire, 400 Watt with Photoelectric Cell	25	Each	\$1,400.00	\$35,000.00				
635E5302	Type 2 Electrical Junction Box	21	Each	\$600.00	\$12,600.00	11	Each	\$600.00	\$6,600.00
	Subtotal				\$304,700.00				\$110,400.00
	PE Amount (5.5%)				\$16,758.50				\$6,072.00
	CE Amount (3.5%)				\$10,664.50				\$3,864.00
	Total				\$332,120.00				\$120,340.00
	Difference				\$211,780.00				

Attachment 3 - DOT Agreement 410461, Work Order D-03-12, Amendment #2

WORK ORDER FOR CONSULTANT SERVICES		Form 917
GENERAL		
Work Order No.: <u>D-03-12</u> Amendment No.: <u>2</u> Agreement No.: <u>410461</u> Date: <u>September 26, 2013</u>		
Consultant: <u>Ferber Engineering Company</u>		
PROJECT INFORMATION		
Project No.: <u>NH 0016(78)67</u> PCN: <u>01TH</u> County: <u>Pennington</u>		
Project Type/Description: <u>Urban Grading, Storm Sewer, C&G, Sidewalk, Lighting, Signals & PCCP Surfacing, Deck Overlay, Joint Modification, Bent Cap Repair, Reset Bearings, Rail Replacement, Painting & Special Surface Finish</u>		
Project Location (Revised): <u>US16 - Fr. End of the Divided Segment on the S. Side of Rapid City to Fiermann St in Rapid City. Str on Tower Road</u>		
Scope of Work: - See Attachment I		
SERVICES REQUIRED		
<u>Estimated Hours</u>	<u>Total Hourly Rate</u>	<u>Estimated Cost</u>
See Attachment II		
REIMBURSEMENT FOR TRAVEL		
Same as above		
MAXIMUM LIMITING AMOUNT		
Original	\$334,000.00	
Amendment #1	\$-14,000.00	
Amendment #2	\$+ 4,440.00	
	\$324,440.00	
COMPLETION DATE		
See Attachment I - The overall completion date of this work order remains <u>December 31, 2014</u> .		
CONTACT PERSONS		
SDDOT: <u>Neil Schochenmaier, PE, Engineering Manager, Office of Road Design</u>		
CONSULTANT: <u>John Van Beek, PE, President</u>		
COUNTY: <u>NA</u>		
INSURANCE REQUIREMENTS		
<u>Types of Insurance</u>	<u>Expiration Date</u>	<u>On File</u>
General Liability	August 03, 2014	Yes
Automobile Liability	November 22, 2013	Yes
Worker's Compensation	May 01, 2014	Yes
Errors and Omissions	February 10, 2014	Yes
APPROVAL BY:		
DOT: 	<u>9-30-13</u>	
CONSULTANT: 	DATE <u>9/24/13</u>	
COUNTY: <u>NA</u>	DATE	
CONCURRENCE		DATE
Distribution:		
(2) Originals - 1 Consultant, 1 Initiating Agency		
(3) Division of Finance		
(1) Internal Audits		
(1) Compliance Office		
(1) Local Transportation Programs		

Amendment #2 to Work Order for P0016(78)67 PCN 01TH

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ATTACHMENT I – SCOPE OF WORK

DESCRIPTION OF AMENDED CONSULTANT WORK TASKS

1. Revise the project design and the project construction plans to include additional electrical infrastructure that the City of Rapid City has requested be included in the SD DOT project. That request is as follows:

Provide electrical service with meter(s), wiring, conduit and junction boxes to provide service to street light receptacles located on the proposed roadway light poles, to monument lights (between Cathedral and Cleveland) and to an irrigation controller (between Tower Road bridge and Cathedral). The receptacles, monument lights, and irrigation controller electrical service shall be on a separate metered account from the light poles and signals.

2. The Consultant shall coordinate with the City and/or Black Hills Power for power source location(s).
3. The location of the monuments and irrigation controller will be provided by the City.
4. Separate Estimate of Quantities tables will be prepared for the individual bid items for this work and will be noted in the table heading as "Estimate of Quantities (Non-Participating)".

Attachment 4 - City Electrical Infrastructure

Bid Item	Description	Quantity	Unit	Unit Price	Extended Price
635E5301	Type 1 Electrical Junction Box	3	Each	\$620.00	\$1,860.00
635E5302	Type 2 Electrical Junction Box	3	Each	\$620.00	\$1,860.00
635E5400	Electrical Service Cabinet	2	Each	\$1,480.00	\$2,960.00
635E8120	2" Rigid Conduit, Schedule 40	130	Ft	\$3.70	\$481.00
635E8220	2" Rigid Conduit, Schedule 80	40	Ft	\$8.00	\$320.00
635E9012	1/C #2 AWG Copper Wire	30	Ft	\$1.30	\$39.00
635E9013	1/C #3 AWG Copper Wire	3180	Ft	\$1.80	\$5,724.00
635E9014	1/C #4 AWG Copper Wire	2710	Ft	\$1.15	\$3,116.50
635E9016	1/C #6 AWG Copper Wire	9320	Ft	\$0.80	\$7,456.00
639E9018	1/C #8 AWG Copper Wire	4260	Ft	\$0.70	\$2,982.00
635E9020	1/C #10 AWG Copper Wire	645	Ft	\$0.50	\$322.50
				Subtotal	\$26,799
				CE Amount (3.5%)	\$938
				Total	\$27,736