

DEPARTMENT OF TRANSPORTATION

PROPOSED STARTING DATE

LETTING DATE:

OCTOBER 6, 2010

& ITEM #: 5

PROJECT NO(S):

SSW09 1819(), PCN X01J

COUNTY:

PENNINGTON

CONTRACTOR:

UPPER PLAINS CONTRACTING, INC., ABERDEEN, SD

CONTRACT TIME:

JULY 27, 2012

CONTRACT AMOUNT:

\$1,261,576.4*5*/1

PROPOSED STARTING DATE:

SUBMITTED BY:

SSW09 1819(),

PCN X01J

CONTRACT

This AGREEMENT, made by and between the City of Rapid City, State of South Dakota acting by and through its City Council, party of the first part, and <u>Upper Plains Contracting</u>, <u>Inc.</u> of <u>Aberdeen SD</u> party of the second part, hereinafter called the Contractor.

WITNESSETH, that the said Contractor has agreed and by these presents does agree, for and in consideration of the covenants herein contained and payments to be made as hereinafter provided, to furnish all the materials, appliances, tools, food, and labor of every kind and to construct in the most substantial and workmanlike manner and in accordance with the plans and specifications therefore, the various items of work awarded the said Contractor on the October 14, 2010, according to the foregoing proposal and consisting of all work called for on the plans in connection with the construction and improvement of a portion of US Highway 16B in Pennington County, South Dakota. LOCATION: US 16B from SD 79 to US 16

The following is a description of the work: Sanitary Sewer and Water Main Improvements.

The said work shall be performed in accordance with the true intent and meaning of the plans and specifications therefore, including the special provisions, which plans and specifications, including the special provisions, are hereby referred to and made an essential part of this contract as fully and to the same effect as if the same had been set forth and shown at length in the body of this contract. The party of the first part, however, reserves the right to make such alterations, additions or deductions as are in said specifications provided for and this contract shall in no way be invalidated thereby.

It is mutually agreed by and between the parties to this contract that the notice to contractors, the foregoing proposal and the contract bond, shall be bound herewith and are hereby made a part of this contract.

The said Contractor further agrees to pay all just claims for materials, supplies, food, tools, appliances, labor and all persons who shall supply him or any of his sub-contractors with provisions or supplies for carrying out this contract, and further agrees that the contract bond shall be held to cover all such claims. Provided, however, notwithstanding anything in the said contract, or this bond to the contrary, the surety shall not be liable for any money loaned or advanced to any such contractor or other person in the performance of said contract.

It is further understood and agreed by and between the parties to this contract that the work embraced under this contract shall be completed **ON OR BEFORE JULY 27, 2012** unless such date of completion be set at a later date as is specifically provided for in the specifications, and that the time of completion of said work is of the essence of this contract.

In consideration of the faithful performance of the work embraced under this contract, according to the terms hereof and to the satisfaction of the party of the first part, said party of the first part agrees to pay the Contractor, such unit or lump sum prices for the work actually done as are set forth in the proposal accompanying this contract, and in the manner and subject to the conditions as set forth in the said specifications.

PW110910-11

IN WITNESS WHEREOF, the parties hereof have caused this agreement to be executed on the October 15, 2010. CITY OF RAPID CITY A Municipal Corporation BY: **MAYOR** ATTEST: City Finance Officer (an individual) Upper Plains Contra (a partnership) (a corporation) X CONTRACTOR President and CEO X CONTRACT BOND X 929507078 BOND# KNOW ALL MEN BY THESE PRESENTS, that we Upper Plains Contracting, Inc. of Aberdeen SD hereinafter called the Principal, and X Western Surety Company P.O. Box 5077 Sioux Falls, SD <u>57117-5077</u> hereinafter called the Surety, are held and firmly bound unto the City of Rapid City in the amount of One Million Two Hundred Sixty One Thousand Five Hundred Seventy Six and 45/100-Dollars (\$1,261,576.45) good and lawful money of the United States of America, to the payment of which amount of money, well to be made and done the said principal binds himself, his heirs, executors, administrators or assigns and the Surety binds itself, its successors, or assigns jointly and severally, firmly by all these presents. X Signed, sealed and dated this 20th day of october, 2010. WHEREAS, said Principal has entered into a certain written contract bearing date on the October 15, 2010 with the State of South Dakota for the performance of certain work in connection with the construction and improvement on a portion of <u>US Highway 16B</u> in <u>Pennington</u> County, South Dakota. LOCATION: <u>US 16B</u>

from SD 79 to US 16

NOW THEREFORE, the condition of the foregoing obligations such that if the said Principal shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract, on his part to be kept and performed according to the terms and tenor of said contract and shall protect the said City of Rapid City against and pay any excess of costs as provided in said contract, and all amounts, damages. costs, judgments which may be recovered against said State or its officers or agents, or which the said Rapid City may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work or the repair thereof or the manner of doing same, or the neglect of said Principal or

his agent or servants, or the improper performance of the said work by the said Principal or his servants or agents or from any other cause growing out of the said contract, and if the above bounden Principal, his heirs, executors, administrators or assigns, shall and will and truly pay or cause to be paid the wages stipulated and agreed to be paid each and every laborer employed by the Principal, his agent, subcontractor and all claims incurred for materials, supplies, food, tools, appliances, in carrying out the provisions of said contract, then

this obligation is null and voi	d, otherwise to remain i	n full force and viru	ue.	
And the said Surety hereby addition in or to the terms of in any wise affect the obliga-	f said contract or the pla	ins or the specificat	nsion, alteration lions accompany	, deduction or ring the same, shall
	Wupper Plains Contract (CONTRACTO BY: Nation Reede TITLE: Prevident and	OR) of	orporate Seal Principal) 	
(The Surety Company mus laws of the State.) X	st be qualified to trans	act business in S	outh Dakota, ur	nder the corporate
	Attorney-in-Fact SE PRINT)	(Corporate Seal of Surety)		i
X EXECUTING AGENT'S INF (Copy of executed contract will				
Grace Anne Hatting (NAME)				
Holmes Murphy & Associates, (COMPANY NAME)	Inc.		·	
5120 S. Solberg Avenue (ADDRESS)				
Sioux Falls, SD 57108 (CITY STATE ZIP)				
(605) 336-1090 (PHONE NUMBER)				

X ACKNOWLEDGEMENT

(CORPORATE ACKNOWLEDGEMENT)

STATE OF South Dakota	_))ss
COUNTY OF Minnehaha	_)
On this 20th day of 0ctober, said County and State, personally appeared proved to me to be the President and CEO described in and that executed the within in executed the same.	in the year2010, before me, a Notary Public within and for, known to me or of Upper Plains Contracting* the corporation that is strument and acknowledged to me that such corporation *Inc.
chooted in ourse.	11nc.
	Bidget -
(NOTARY SEAL)	Notary Public Bridget Timmons
	My Commission Expires: February 7, 2014
•	
(LLC	ACKNOWLEDGEMENT)
STATE OF	
• •	
COUNTY OF	_)
On this day of, said County and State, personally appeared proved to me to be the is described in and that executed the within company executed the same.	in the year, before me, a Notary Public within and for, known to me or of, the limited liability company that instrument and acknowledged to me that such limited liability
(NOTARY SEAL)	Notary Public My Commission Expires:
(INDIVID	UAL ACKNOWLEDGEMENT)
STATE OF	
)ss
COUNTY OF	_)
	in the year, before me, a Notary Public within and for l known to me to be ledged to me that he/she/they executed the same as their free
(NOTARY SEAL)	·
(NOTARY SEAL)	Notary Public My Commission Expires:

(PARTNERSHIP ACKNOWLEDGEMENT)

STATE OF)	•
COUNTY OF	
On this day of, in the year _ said County and State, personally appeared the person(s) described in and who acknowledged to me act and deed.	, before me, a Notary Public within and for known to me to be that he/she/they executed the same as their free
(NOTARY SEAL) Notary Published My Commis	ic sion Expires:
X (ACKNOWLEDGEMENT OF	CORPORATE SURETY)
STATE OF South Dakota) ss COUNTY OF Minnehaha)	•
On this 20th day of	, before me, a Notary Public within and for said
county, personally appearedGrace Hatting described in and who being duly sworn, did say that (s)h Western Surety Company	le is the arolesaid officer of Attorney in Fact of
a corporation; that the seal affixed to the foregoing instruction that said instrument was signed and sealed in behalf of authority of its Board of Directors; and the aforesaid offi and deed of said corporation. (NOTARY SEAL)	said corporation by the atoresaid officer, by

Western Surety Company_{PW110910-11}

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nancy DeNeui, Bonnie J Merz, Cheryl K Havelaar, Douglas Muth, Gregory A Krier, Kurt Ratzlaff, T J Rolfing, Tracey Anderson, Lori Klein, Bridget Timmons, Grace Hatting, Individually

of Sioux Falls, SD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of June, 2010.

WESTERN SURETY COMPANY

SEAN DAYOR

Paul 7. Bruflat, Senior Vice President

State of South Dakota County of Minnehaha

SS

On this 1st day of June, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



CERTIFICATE

Lleb Frell D. Krell, Notary Public

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of 0ctober 2010.



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

PW110910-11

PCNs: X01J
Project: SSW09 1819()
Contract: 3505 Contractor: Upper Plains Contracting, Inc.

Bid Schedule

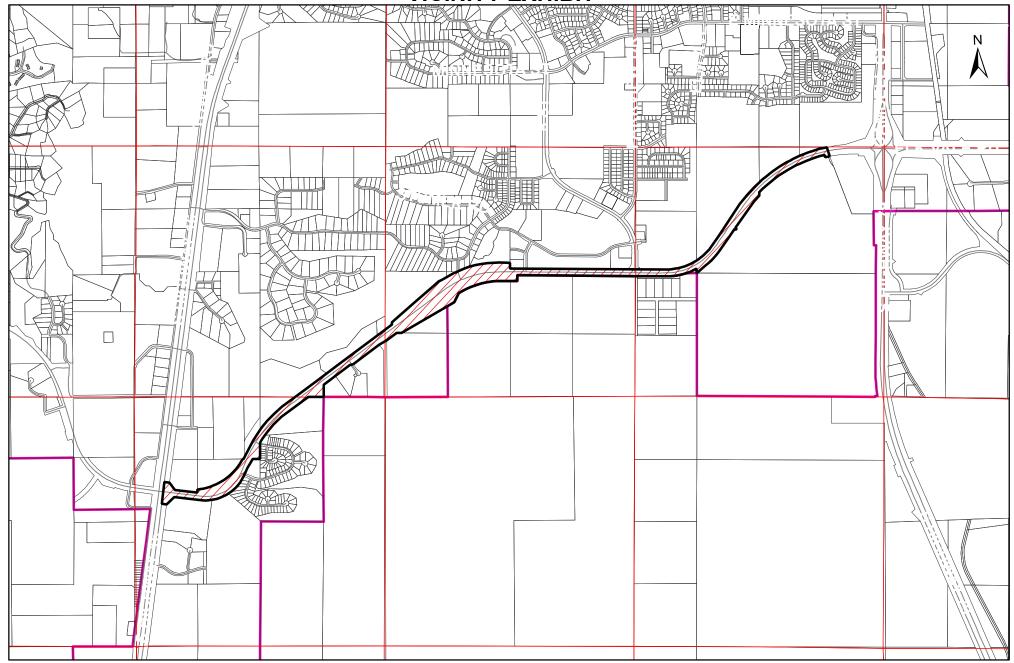
			Bid Schedule			
Line No.	Standard Bid Item No.	Approximate Quantity	Items	Unit	Unit Bid Price	Amount Bid
1	009E0010	1.000	Mobilization	LS	34,967.410	34,967.41
2	009E3200		Construction Staking	LS	12,566.410	12,566.41
3	009E3220		Reestablish Property Corner	Each	109.270	437.08
4	110E0460		Remove Manhole	Each	546.370	2,731.85
5	110E1910		Remove Fire Hydrant	Each	437.090	1,748.36
6	110E1960		Remove Valve Box	Each	109.270	655.62
7	230E0010		Placing Topsoil	CuYd	5.460	955.50
8	250E0010	1.000	Incidental Work	LS	38,791.970	38,791.97
9	451E0074	156.000	24" RC Encasement Pipe	Ft	95.070	14,830.92
10	451E0118	22.000	18" Steel Encasement Pipe	Ft	196.690	4,327.18
11	451E0301	4.000	Pipe Encasement	Each	819.550	3,278.20
12	451E0606	190.000	6" PVC Water Main	Ft _	12.020	2,283.80
13	451E0608		8" PVC Water Main	Ft	17.210	791.66
14	451E0612		12" PVC Water Main	Ft	22.950	15,789.60
15	451E0616		16" PVC Water Main	Ft	39.340	1,573.60
16	451E0658		8" PVC Restrained Joint Water Main	Ft	19.400	.2,211.60
17	451E0662	1,410.000	12" PVC Restrained Joint Water Main	Ft	35.510	50,069.10
18	451E0958	700.000	8" PVC Restrained Joint Sewer Main	Ft	22.400	15,680.00
19	451E0960	17.000	10" PVC Restrained Joint Sewer Main	Ft	27.860	473.62
20	451E1008	120.000	8" PVC Sewer Pipe	Ft	14.750	1,770.00
21	451E1015		15" PVC Sewer Pipe	Ft	28.140	74,571.00
22	451E2207		6"x6" Pipe Tee	Each	437.090	437.09
23	451E2213		8"x6" Pipe Tee	Each	502.660	502.66
24	451E2231		12"x6" Pipe Tee	Each	677.490	2,709.96
25	451E2232		12"x8" Pipe Tee	Each	792.230	- 1,584.46
- 26	451E2234		12"x12" Pipe Tee	Each	917.890	917.89
27	451E2251		16"x6" Pipe Tee	Each	994.390	994.39
28	451E2413	1.000	8"x6" Pipe Reducer	Each	387.920	387.92
29	451E2730	1.000	12"x8" Tapping Tee	Each	3,715.290	3,715.29
30	451E2734	1.000	12"x12" Tapping Tee	Each	4,917.290	4,917.29
31	451E3006	5.000	6" Pipe Bend	Each	366.070	1,830.35
32	451E3012	3.000	12" Pipe Bend	Each	677.490	2,032.47
33	451E3016	2.000	16" Pipe Bend	Each	1,098.200	2,196.40
34	451E3108	1.000	8" Pipe Cap	Each	327.820	327.82
35	451E3206	1.000	6" Pipe Coupling	Each	366.070	366.07
36	451E3212	3.000	12" Pipe Coupling	Each	579.150	1,737.45
37	451E3452		12" Pipe Plug	Each	360.600	1,081.80
38	451E3456		16" Pipe Plug	Each	601.000	601.00
39	451E4206		6" Gate Valve with Box	Each	1,103.660	1,103.66
40	451E4212	6.000	12" Gate Valve with Box	Each	2,622.560	15,735.36
41	451E4400	1,088.000	Pipe Insulation	SqFt	10.930	11,891.84
42	451E4585	7.000	Fire Hydrant with Auxiliary Valve & Box	Each	3,988.470	27,919.29
43	451E4901		Type 1 Bedding Material	Ton	16.120	1,612.00
44	451E4903		Type 2 Foundation Material	Ton	17.210	1,721.00
45	451E4904		Type 3 Foundation Material	Ton	17.210	1,721.00
46	451E4908		Select Trench Backfill	Ton	13.110	6,555.00
47	451E4912		Controlled Low Strength Backfill	CuYd	136.590	6,829.50
48	451E5050		Trench 0' to 6' Deep	Ft	17.480	4,474.88
49	451E5051		Trench 6' to 8' Deep	Ft Ft	17.480	10,208.32
50	451E5052		Trench 8' to 10' Deep	. Ft	19.670	22,069.74
51	451E5053		Trench 10' to 12' Deep	Ft	19.670	11,034.8
52	451E5054		Trench 12' to 14' Deep	Ft [21.850	. 4,282.6
53	451E5055		Trench 14' to 16' Deep	Ft_	24.040	1,274.1 236.0
54	451E5056		Trench 16' to 18' Deep	Ft	26.230 32.780	1,737.3
55	451E5057		Trench 18' to 20' Deep	Ft		
56	451E5058		Trench 20' to 22' Deep	Ft Ft	41.520	373.6
57	451E5059		Trench 24' to 26' Deep	Ft Ft	59.010 67.750	31,570.3 14,227.5
58	451E5060		Trench 26' to 28' Deep	Ft Ft	67.750 76.400	12,085.4
59	451E5061		Trench 28' to 30' Deep	Ft	76.490	32,695.0
60	451E5062		Trench 30' to 32' Deep	Ft	87.420 50.270	32,695.0 11,964.2
61	451E5063		Trench 22' to 24' Deep	Ft	98.350	27,636.3
62	451E5064		Trench 32' to 34' Deep	Ft	109,270	55,946.2
63	451E5065		Trench 34' to 36' Deep	Ft Ft	109.270	n #14 276,580.2
64	451E5124	767.000	Bore and Jack 24" Pipe	Ft	36018492	11 TT 1 TT 2/0,000.2

PW110910-11

PCNs: X01J
Project: SSW09 1819()
Contract: 3505
Contractor: Upper Plains Contracting, Inc.

Bid Schedule

			Dia Schedule			
Line No.	Standard Bid Item No.	Approximate Quantity	ltems	Unit	Unit Bid Price	Amount Bid
65	451E5130	312.000	Bore and Jack 30" Pipe	Ft	409.770	127,848.24
66	451E6080	4.000	Adjust Water Valve Box	Each	546.370	2,185.48
67	451E6102	1.000	Water Main Lowering	Each	10,927.320	10,927.32
68	451E6105	2.000	Connect To Existing Water Main	Each	1,639.100	3,278.20
69	451E7020	1.000	Sewer Bypass Pumping	LS	10,927.320	10,927.32
70	451E7400	1.000	Corrosion Protection	LS	5,463.660	5,463.66
71	451E9066	350.000	16" PVC Restrained Joint Sewer Main	Ft	43.710	15,298.50
72	634E0120	1.000	Traffic Control, Miscellaneous	LS_	12,566.410	12,566.41
73	634E0525	100.000	Linear Delineation System Panel, Barrier Mounted	Each	25.130	2,513.00
74	634E0700	50.000	Traffic Control Movable Concrete Barrier	Each	109.270	5,463.50
75	634E0705	96.000	Remove and Reset Traffic Control Movable Concrete Barrier	Each	54.640	5,245.44
76	634E0750	2.000	Temporary Concrete Barrier End Protection	Each	6,556.390	13,112.78
77	634E0755	8.000	Remove and Reset Temporary Concrete Barrier End Protection	Each	2,185.460	17,483.68
78	634E0760	4.000	Temporary Concrete Barrier End Protection Module Set or Repair Kit	Each	109.270	437.08
79	671E1048	4.000	48" Manhole	Each	3,278.200	13,112.80
80	671E1084	1.000	84" Manhole	Each	8,195.490	8,195.49
81	671E1348	5.000	48" Drop Manhole	Each	3,824.560	19,122.80
82	671E1360	1.000	60" Drop Manhole	Each	5,463.660	5,463.66
83	671E5510	191.000	Extra Depth for 48" Manhole	Ft	218.550	41,743.05
84	671E5512	16.000	Extra Depth for 60" Manhole	Ft	491.730	7,867.68
85	671E5516	2.000	Extra Depth for 84" Manhole	Ft	655.640	1,311.28
86	671E7010	7.000	Adjust Manhole	Each	546.370	3,824.59
87	671E7012	23.000	Adjust and Seal Manhole	Each	546.370	12,566.51
88	671E7020	1.000	Connect Into Existing Manhole	Each	2,731.830	2,731.83
89	671E9005	3.000	Abandon Manhole	Each	546.370	1,639.11
90	730E1200	8,400.000	Hydroseeding	SqYd	.220	1,848.00
91	731E0200		Fertilizing	Ton	2,185.450	437.09
92	732E0100		Mulching	Ton	2,185.480	874.19
93	734E3000	1.000	Water Pollution Control	LS	1,639.100	1,639.10
94	900E2090	4.000	AASHTO T-180 Soil Test	Each	218.550	874.20
95	900E5158	240.000	Amending Existing Topsoil	CuYd	21.850	5,244.00
				To	otal Bid Amount	\$1,261,576.45
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CATRON BOULEVARD (U.S. HIGHWAY 16B) RECONSTRUCTION UTILITY RELOCATION & MODIFICATLION PROJECT NO. SSW09-1819 CIP #50495