

**STATE OF SOUTH DAKOTA
JOINT POWERS
FINANCIAL AND COMBINATION 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 69,200 854 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 as follows:

A. STATE PROJECT: P 0044(149)40 PCN 6925, is located on South Dakota Highway 44 (SD44/Jackson Boulevard), from Chapel Lane Road to Rapid Creek and consists of grading, storm sewer, curb and gutter, signals, lighting and portland cement concrete paving (PCCP), and right-of-way acquisition; and

B. STATE PROJECT: P 0044(00)40 PCN 04QJ, is located along South Dakota Highway 44 (SD44/Jackson Boulevard), as described below in section 4.E. i. through v.

These two state projects will be collectively referred to in this Agreement as the "STATE PROJECTS." The STATE will design, advertise, let to contract, award, and be the contracting party for the STATE PROJECTS.

3. CITY PROJECT

The CITY has planned a storm sewer, sanitary sewer and water project located along SD44 (Jackson Boulevard) from Rapid Creek to Mountain View Road. This project is designated as Project Number SSW10-1837/CIP 50177 PCN X02U, and will be referred to in this Agreement as the "CITY UTILITY PROJECT."

4. CONTRACT PROCUREMENT

A. As part of the STATE PROJECT (PCN 6925), the CITY will grant to STATE permanent easements and temporary easements across the CITY'S property. The necessary easements are summarized in Attachment 10 and identified with more specificity in the STATE PROJECTS plans on file with the STATE. The CITY will waive any formal appraisal of its property and agrees to accept consideration in the amount of Sixteen Thousand, Five Hundred Seventy-five Dollars (\$16,575.00) as full compensation for the STATE'S acquisition of the permanent and temporary easements, including any lost improvements and other damages to the easement areas and the CITY'S remaining property. The consideration of \$16,575.00 is based on the STATE'S estimate of compensation set out in Attachment 10. The CITY and STATE will execute all documents necessary for the STATE'S

acquisition of these easements pursuant to the terms set out in this Agreement. The parties further agree that the consideration of \$16,575.00 may be applied to offset other costs incurred by the CITY under this Agreement.

- B. The STATE will, as requested by the CITY as part of STATE PROJECT (PCN 6925), upgrade the standard storm sewer system located along SD44 (Jackson Boulevard) in the area of the 38th Street intersection. The CITY will reimburse the STATE for the difference between the estimated cost of installing the STATE'S standard storm sewer and the estimated cost of the upgraded storm sewer requested by the CITY. The estimated cost of the STATE'S standard storm sewer is Fifty-one Thousand Dollars (\$51,000.00). The estimated cost of the upgraded storm sewer is Eighty-three Thousand, Six Hundred Thirty Dollars (\$83,630.00). The CITY'S lump sum reimbursement to the STATE will be Thirty-two Thousand, Six Hundred Thirty Dollars (\$32,630.00). The estimated cost breakdown is attached to this Agreement as Attachment 1.
- C. The STATE will, as requested by the CITY as part of STATE PROJECT (PCN 6925), install Corten finished steel light and signal poles in lieu of galvanized steel light and signal poles. The CITY will reimburse the STATE for the difference between the estimated cost of installing the STATE'S standard galvanized steel light and signal poles and the estimated cost of installing the Corten finished steel light and signal poles requested by the CITY. The estimated cost of the STATE'S galvanized steel light and signal poles is One Hundred Fifty-three Thousand, Eight Hundred Dollars (\$153,800.00), based upon historical costs. The total estimated cost of the Corten finished steel light and signal poles is Two Hundred Sixty-five Thousand, Six Hundred Dollars (\$265,600.00). The CITY'S lump sum reimbursement to the STATE will be One Hundred Eleven Thousand, Eight Hundred Dollars (\$111,800.00). The estimated cost breakdown is attached to this Agreement as Attachment 2.
- D. The STATE will, as requested by the CITY as part of STATE PROJECT (PCN 6925), increase the sidewalk width from five feet (5') to six feet (6'), along SD44 (Jackson Boulevard) from Chapel Lane to the westerly entrance to the west Canyon Lake parking lot. The CITY will reimburse the STATE for the difference between the estimated cost of installing the STATE'S standard five foot (5') wide sidewalk and the estimated cost of installing a six foot (6') wide sidewalk. The estimated cost of installing a standard five foot (5') wide sidewalk is Forty-four Thousand, Four Hundred Twenty Dollars (\$44,420.00). The estimated cost of installing a six foot (6') wide sidewalk is Fifty-three Thousand, Three Hundred Dollars (\$53,300.00). The CITY'S lump sum reimbursement to the STATE will be Eight Thousand, Eight Hundred Eighty Dollars (\$8,880.00). The estimated cost breakdown is attached to this Agreement as Attachment 3.
- E. The STATE will design and insert the plan sheets with STATE PROJECT (PCN 6925) for the construction items described in subsections i through v below and identified as STATE PROJECT (PCN 04QJ). The STATE will construct STATE PROJECT (PCN 04QJ), and the CITY will reimburse the STATE for the work. The total cost of the work is estimated at One Hundred Eighty-nine Thousand, Nine Hundred Thirty Dollars (\$189,930.00). The actual cost billed to the CITY will be based on final bids and quantities.
- i. The STATE will reconstruct Canyon Lake Drive north of Jackson Boulevard between Canyon Lake Drive stationing 2+23 and 4+50. The reconstruction will include new portland cement concrete pavement (PCCP), curb and gutter, concrete sidewalk, and storm sewer. The estimated cost of this work is Forty Thousand, One Hundred Forty Dollars (\$40,140.00) as set out in Attachment 4.
- ii. The STATE will remove temporary asphalt concrete joint use path constructed by the CITY and construct a portland cement concrete joint use path along the south side of Jackson Boulevard, from Park Drive to the westerly side of the Meadowbrook Golf Course club house. The estimated cost of this work is Fifty-five Thousand, Nine Hundred Twenty Dollars (\$55,920.00) as set out in Attachment 5.

- iii. The STATE will construct colored portland cement concrete pavement along the south side of Jackson Boulevard, from the westerly entrance to the Meadowbrook Golf Course parking lot to the easterly entrance to the Meadowbrook Golf Course, between the roadway curb and gutter and the parking lot curb and gutter. The estimated cost of this work is Twelve Thousand, Nine Hundred Fifty Dollars (\$12,950.00), as set out in Attachment 6.
 - iv. The STATE will provide asphalt concrete and portland cement concrete patch paving for the CITY UTILITY PROJECT at various side streets and parking lot locations adjacent to the STATE PROJECT (PCN 6925). The estimated cost of this work is Eighty Thousand, One Hundred Fifty Dollars (\$80,150.00), as set out in Attachment 7.
 - v. The STATE will furnish and install new permanent street name signage. The estimated cost of this work is Seven Hundred Seventy Dollars (\$770.00), as set out in Attachment 8.
- F. The CITY will design and construct storm water quality improvements as part of the CITY'S UTILITY PROJECT. These improvements will be constructed at the storm sewer outlets that are to be constructed as part of the STATE PROJECTS. The STATE will pay Thirty-seven and Eight Tenths Percent (37.8%) of the actual cost to construct these improvements. The estimated cost is Four Hundred Twelve Thousand, Four Hundred Dollars and Ten Cents (\$412,400.10). The STATE'S reimbursement to the CITY is estimated at One Hundred Sixty-nine Thousand, Nine Hundred Seventeen Dollars and Nine Cents (\$169,917.09). The estimated cost breakdown is attached to this Agreement as Attachment 9. The actual cost billed to the STATE will be based on final bids and quantities. The parties further agree that the STATE'S actual cost share for these storm water quality improvements may be applied to offset other costs incurred by the CITY under this Agreement.
- G. The CITY will pay the STATE within Forty-five (45) days of receipt of billings from the STATE.

5. COMBINATION LETTING

- A. The STATE will let the CITY UTILITY PROJECT in combination with the STATE PROJECTS.
- B. The CITY will provide the STATE with all plans, specifications, contract provisions, and cost estimates for the CITY UTILITY PROJECT. Each bidder will be required to submit a bid covering the CITY UTILITY PROJECT and the STATE PROJECTS. Award of the contract will be to one bidder based on the total combination bid for the CITY UTILITY PROJECT and the STATE PROJECTS. The lowest responsible bid on the STATE PROJECTS will be the basis for determining STATE and federal funds participation.
- C. If the total low combination bid for the CITY UTILITY PROJECT and the STATE PROJECTS does not have, as part of that bid, the lowest bid on the STATE PROJECTS, the CITY will pay to the STATE the difference between that portion of the successful combination bid attributable to the STATE PROJECTS and the lowest bid on the STATE PROJECTS.
- D. The STATE will award the contracts for both the STATE PROJECTS and the CITY UTILITY PROJECT; however, the CITY will be the contracting party for CITY UTILITY PROJECT. The CITY will make all payments under the contract for the CITY UTILITY PROJECT directly to the contractor. The CITY'S estimated cost for the CITY UTILITY PROJECT is Four Million, Six Hundred Sixty-six Thousand, Five Hundred Thirty-eight Dollars and Five Cents (\$4,666,538.05). Actual cost will be based upon bids and final quantities.
- E. Except as set forth in section 5.F., the CITY will provide all construction engineering for the CITY UTILITY PROJECT, including all construction supervision and inspection, physical testing, measuring in-place quantities, and documenting locations for as-built records, for purposes of final acceptance by the STATE.

- F. The CITY will conduct, except for the top of the CITY utility trenches, inspection of the trench backfill, conduct trench compaction testing, and conduct moisture and density testing, for the CITY UTILITY PROJECT. The top of the CITY utility trenches is defined as 2' below bottom of undercut. The CITY will provide the STATE with a copy of all test reports within forty-eight (48) hours of testing. The CITY will ensure all testing conforms to the South Dakota Department of Transportation Standard Specifications for Roads and Bridges, 2004 Edition, Required Provisions, and Supplemental Specifications. The CITY will ensure all testing is in accordance with the STATE'S most recent Materials Manual and all personnel conducting testing must meet the requirements of the South Dakota Department of Transportation's Materials Testing and Inspection Certification Program Manual.
- G. The STATE will conduct, for the top of the CITY utility trenches, inspection of the trench backfill, conduct trench compaction testing, and conduct moisture and density testing, for the CITY UTILITY PROJECT. The STATE will provide the CITY with a copy of all test reports for this portion of the CITY UTILITY 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.

6. 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 PROJECTS 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.

The encroachments identified for the STATE PROJECTS are listed in the attached Exhibit A.

7. SIGNALS

If a signal system is installed on any portion of the STATE PROJECT that is also within the CITY'S municipal boundaries, that signal system will be subject to 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.

8. 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.

9. AMENDMENT PROVISION

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

10. 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 of not less than \$10,000 and not more than \$100,000 for each such failure.

- 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 hereto as Exhibit B.

The CITY, by signing this Agreement, evidences authority to enter into this Agreement through formal action of its governing body.

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)	

EXHIBIT "A"

The following encroachments will either be removed or permitted to remain by action of the South Dakota Department of Transportation Commission for the period specified in this Exhibit:

1. Landscaping and fencing items

Permits will be issued by the Department of Transportation Area Office allowing the following encroachments to remain. The replacement, upgrading, or refurbishing for any reason, including storm damage of encroaching fence or other landscaping obstacles, must be relocated/installed out of the right-of-way.

Pic#	Station	Description	Encroaches
9	Sta. 50+34 to 50+90 Lt.	Chain link fence	encroaches 1.8'
18	Sta. 39+60 and 39+00 Lt	Landscaping	encroaches 8.5'
19B	Sta. 33+69 Lt	Landscaping rock/ plants	encroaches 23.0'
20A	Sta. 29+70 to 29+90Lt	Trees and bushes	encroaches 3.3'
23	Sta. 25+38 Lt	Landscaping/ bushes In grading limits to permit what is left.	encroaches 16.6'
24	Sta. 56+00 to 60+75 Rt.	City Parking Area	encroaches 12.7
27A	Sta. 22+00 to 24+50 Rt.	Previously permitted Trees	encroaches 10'

2. Smaller signs, portable items

The following encroachment(s) will be removed from the right-of-way prior to construction:

Pic#	Station	Description	Encroaches
2	Sta. 67+66 Lt.	Shrubs/ Trees	8.0'
5	Sta. 57+00 Lt.	Planter	9.8'
10	Sta. 48+50 to 49+00 Lt.	Fence / shrubs	8.0'
11	Sta. 48+00 Lt.	Shrubs	5.0'
12	Sta. 47+25 Lt.	Remove or trim out of ROW Shrubs/ trees	7.0'
13	Sta. 46+75 to 47+00 Lt.	Remove or trim out of ROW Landscape timbers	3.5'
16	Sta. 42+42 Lt.	Medical Center Sign	4.7'
17	Sta. 40+70 Lt	Tree	5.0'
17A	Sta. 40+70 Lt	Remove or trim outside ROW Bushes	12.0'
18A	Sta. 39+60 and 39+00 Lt	Remove or trim out of ROW Timbers	8.5'
21	Sta. 28+00 Lt	Remove to ROW line Wood Fence & Parking	5.7'to 15.5'
28	Sta. 5+50 Lt.	Remove to ROW line Timbers	20'

28A	Sta. 5+50 Lt.	Mail box	10'
Mail box base needs upgraded to SDDOT standards or moved from of ROW.			

3. Smaller signs on posts, parking areas

The following encroachment(s) will be removed from the right-of-way prior to end of construction:

Pic#	Station	Description	Encroaches
1	Sta. 69+22 Lt.	Shrubs	3.0'
3	Sta. 64+96 Lt.	Shrubs	15'
4	Sta. 61+87 Lt.	Shrubs	3.0'
6	Sta. 55+00 Lt.	Landscape timbers	14.0'
7	Sta. 54+13 Lt.	Shrubs	6.0'
8	Sta. 50+90 to 52+21 Lt.	Shrubs\ retaining wall	5.0'
14	Sta. 46+50 Lt.	Landscape timbers\ parking	15.0'
15	Sta. 44+00 Lt	Shrubs	10.0'
19	Sta. 33+69 Lt.	Parking	17.0'
22	Sta. 27+33 Lt	Parking\Casino\Pauly's sign \Planter	14.7'
25	Sta. 22+00 to 24+10 Rt.	Asphalt parking lot	.0 to .5'
25A	Sta. 22+00 to 24+10 Rt.	Parking	3'
26,26A	Sta. 23+00 to 24+00 Rt.	Light pole footings Two footings and poles are in Temporary easement.	varies to .9'
27	Sta. 24+50	Tree	4.7'

4. Large signs or other items on footings

The following encroachments are permitted to remain by action of the South Dakota Transportation Commission for a period of time which should not exceed five (5) years after completion of the project or sooner if they become functionally or structurally obsolete for any reason, including storm damage. This permission will be in the form of a permit/agreement issued by the Department of Transportation Area Office with each property owner and will be recorded as an encumbrance on the property.

Pic#	Station	Description	Encroaches
20	Sta. 29+90 Lt	Garden Cottages Sign	3.3'
19A	Sta. 33+69 Lt.	Loftus Dental Sign	11.0'

5. Buildings, canopies, and other items greater than 0.4 foot encroachment

The following buildings, canopies, and other items are located inside the right-of-way and encroach by greater than 0.4 foot. A revocable occupancy permit will be issued by Department of Transportation Property Management and will be recorded against the properties.

Pic#	Station	Description	Encroaches
		N/A	

6. Buildings, signs, and other items with 0.4 foot or less encroachment

The following buildings, signs, and other items are located inside the right-of-way and encroach by 0.4 foot or less. Variations in Survey Monumentation may put the encroachment outside the right-of-way. Land owner will be advised to check for accuracy of their property line prior to any adjustments or improvements to the items.

Pic#	Station	Description	Encroaches
		N/A	

7. Awnings and attached signs meeting criteria

Permits will be issued by the Department of Transportation Area office allowing the following encroachment(s) to remain as per paragraph 4.C.i. and 4.C.iii of the agreement number 714097 referenced in paragraph 6 of this Agreement. The replacement, upgrading, or refurbishing for any reason including storm damage of these encroachments must be relocated/installed out of the right-of-way or be at least 3' behind the curb and at least 8' above the curb.

Pic#	Station	Description	Encroaches
		N/A	

Attachment 1

City Future Storm Sewer Expansion at 38th Street (Estimate)						
Bid Item	Description	Quantity	Unit	Unit Price	Extended Price	
450E0184	36" RCP Class 2, Furnish	380	Ft	\$62.60	\$23,790	
450E0190	36" RCP, Install	380	Ft	\$32.50	\$12,350	
450E0122	18" RCP Class 2, Furnish	158	Ft	\$25.00	\$3,950	
450E0130	18" RCP, Install	158	Ft	\$28.80	\$4,560	
	<u>3'x4' Type B Drop Inlet</u>					
462E0100	Class M6 Concrete	2.18	CuYd	\$810.00	\$1,770	
480E0100	Reinforcing Steel	281	Lb	\$1.25	\$360	
				Subtotal	\$46,780	
				PE Amount (5.5%)	\$2,580	
				CE Amount (3.5%)	\$1,640	
				Total	\$51,000	
450E0192	42" RCP Class 2, Furnish	538	Ft	\$93.50	\$50,310	
450E0200	42" RCP Install	538	Ft	\$43.50	\$23,410	
	<u>5.5'x3' Type B Drop Inlet</u>					
462E0100	Class M6 Concrete	2.7	CuYd	\$810.00	\$2,190	
480E0100	Reinforcing Steel	643	Lb	\$1.25	\$810	
				Subtotal	\$76,720	
				PE Amount (5.5%)	\$4,220	
				CE Amount (3.5%)	\$2,690	
				Total	\$83,630	
				Difference	\$32,630	

Attachment 2

Lighting/Signals w/Cortan Finish						Lighting/Signals w/Standard Finish			
Bid Item	Description	Qty	Unit	Unit Price	Extended Price	Qty	Unit	Unit Price	Extended Price
635E0050	Breakaway Base Luminaire Pole with Arm. 50' Mounting Height	32	Each	\$5,000.00	\$160,000.00	32	Each	\$2,600.00	\$83,200.00
635E2025	Signal Pole with 25' Mast Arm	2	Each	\$9,000.00	\$18,000.00	2	Each	\$6,500.00	\$13,000.00
635E2120	Signal Pole with 20' Mast Arm and Luminaire Arm	1	Each	\$10,750.00	\$10,750.00	1	Each	\$8,600.00	\$8,600.00
635E2130	Signal Pole with 30' Mast Arm and Luminaire Arm	1	Each	\$12,250.00	\$12,250.00	1	Each	\$9,800.00	\$9,800.00
635E2140	Signal Pole with 40' Mast Arm and Luminaire Arm	2	Each	\$20,600.00	\$41,200.00	2	Each	\$12,300.00	\$24,600.00
635E2150	Signal Pole with 50' Mast Arm and Luminaire Arm	1	Each	\$23,400.00	\$23,400.00	1	Each	\$14,600.00	\$14,600.00
	Subtotal				\$265,600.00				\$153,800.00
	Total				\$265,600.00				\$153,800.00
	Difference				\$111,800.00				

Attachment 3

5' Wide Sidewalk Estimate						
Station	Bid Item	Item	Quantity	Unit	Unit Price	Extended Price
8+70 to 18+50	651E0040	4" Concrete Sidewalk	4900	SqFt	\$4.00	\$19,600
25+61 to 36+18	651E0040	4" Concrete Sidewalk	5285	SqFt	\$4.00	\$21,140
					Subtotal	\$40,740
					PE Amount (5.5%)	\$2,250
					CE Amount (3.5%)	\$1,430
					Total	\$44,420
6' Wide Sidewalk Estimate						
Station	Bid Item	Item	Quantity	Unit	Unit Price	Extended Price
8+70 to 18+50	651E0040	4" Concrete Sidewalk	5880	SqFt	\$4.00	\$23,520
25+61 to 36+18	651E0040	4" Concrete Sidewalk	6342	SqFt	\$4.00	\$25,370
					Subtotal	\$48,890
					PE Amount (5.5%)	\$2,690
					CE Amount (3.5%)	\$1,720
					Total	\$53,300
					Difference	\$8,880

Attachment 4

Canyon Lake Drive north of Jackson Boulevard (3+17 to 4+50)					
Bid Item	Description	Qty	Unit	Unit Price	Extended Price
009E0010	Mobilization	1	LS	\$1,750.00	\$1,750.00
009E3230	Grade Staking	0.076	Mile	\$2,180.00	\$165.68
009E3250	Miscellaneous Staking	0.019	Mile	\$2,560.00	\$48.64
009E3280	Slope Staking	0.019	Mile	\$2,230.00	\$42.37
110E0300	Remove Concrete Curb and Gutter	196	Ft	\$5.50	\$1,078.00
110E1010	Remove Asphalt Concrete Pavement	127	SqYd	\$3.60	\$457.20
110E1100	Remove Concrete Pavement	426	SqYd	\$4.30	\$1,831.80
110E1140	Remove Concrete Sidewalk	130.7	SqYd	\$10.49	\$1,371.04
120E2000	Undercutting	432	CuYd	\$1.80	\$777.60
120E6200	Water for Granular Material	3.5	Mgal	\$21.00	\$73.50
260E2060	Gravel Cushion, Modified	146	Ton	\$14.10	\$2,058.60
320E1200	Asphalt Concrete Composite	35	Ton	\$110.00	\$3,850.00
380E0080	9.5" Nonreinforced PCC Pavement	359.3	SqYd	\$41.50	\$14,910.95
380E3520	6" PCC Approach Pavement	53	SqYd	\$50.60	\$2,681.80
380E6000	Dowel Bar	170	Each	\$8.50	\$1,445.00
380E6110	Insert Steel Bar in PCC Pavement	33	Each	\$12.00	\$396.00
650E2100	Special Concrete Curb and Gutter	160	Ft	\$18.00	\$2,880.00
650E4690	Type P9 Concrete Gutter	36	Ft	\$25.00	\$900.00
651E0040	4" Concrete Sidewalk	27	SqFt	\$4.00	\$108.00
				Subtotal	\$36,826.18
				PE Amount (5.5%)	\$2,025.44
				CE Amount (3.5%)	\$1,288.92
				Total	\$40,140.00

Attachment 5

Joint Use Path - Replace 8' wide AC with 10' PCC 36+93 to 54+73					
Locations impacted by State Project (State's Responsibility)					
Bid Item	Item	Quantity	Unit	Unit Price	Extended Price
110E1010	Remove 8' wide AC Sidewalk	887	SqYd	\$3.60	\$3,200
651E0050	5" Concrete Sidewalk	7984	SqFt	\$4.70	\$37,530
				Subtotal	\$40,730
				PE Amount (5.5%)	\$2,250
				CE Amount (3.5%)	\$1,430
				Total	\$44,410
Remainder of Joint Use Path not impacted by State Project (City's Responsibility)					
Item	Quantity	Unit	Unit Price	Extended Price	
110E1010	Remove 8' wide AC Sidewalk	1117	SqYd	\$3.60	\$4,030
651E0050	5" Concrete Sidewalk	10054	SqFt	\$4.70	\$47,260
				Subtotal	\$51,290
				PE Amount (5.5%)	\$2,830
				CE Amount (3.5%)	\$1,800
				Total	\$55,920

Attachment 6

Colored Concrete at Golf Course Parking Lot					
55+87 to 60+87					
Bid Item	Item	Quantity	Unit	Unit Price	Extended Price
651E0540	4" Colored Concrete Sidewalk	1671.8	SqFt	\$7.10	\$11,870
				Subtotal	\$11,870
				PE Amount (5.5%)	\$660
				CE Amount (3.5%)	\$420
				Total	\$12,950

Attachment 7

Additional Pavement Patching for Utility Project					
Bid Item	Description	Qty	Unit	Unit Price	Extended Price
<u>9+25 - 80' Rt</u>					
651E0040	4" Concrete Sidewalk	297	SqFt	\$4.00	\$1,188.00
	Subtotal				\$1,188.00
<u>4620 Canyon Lake Drive</u>					
260E2060	Gravel Cushion, Modified	2.8	Ton	\$14.40	\$40.32
320E1200	Asphalt Concrete Composite	2.3	Ton	\$107.50	\$247.25
	Subtotal				\$287.57
<u>3948 Jackson Blvd.</u>					
260E2060	Gravel Cushion, Modified	14.7	Ton	\$14.40	\$211.68
320E1200	Asphalt Concrete Composite	12.3	Ton	\$107.50	\$1,322.25
	Subtotal				\$1,533.93
<u>3944 Jackson Blvd.</u>					
260E2060	Gravel Cushion, Modified	23.0	Ton	\$14.40	\$331.20
380E3020	6" PCC Driveway Pavement	391.0	SqYd	\$46.00	\$17,986.00
	Subtotal				\$18,317.20
<u>3930 Jackson Blvd.</u>					
260E2060	Gravel Cushion, Modified	4.1	Ton	\$14.40	\$59.04
380E3020	6" PCC Driveway Pavement	69.9	SqYd	\$46.00	\$3,215.40
	Subtotal				\$3,274.44
<u>3914 Jackson Blvd.</u>					
260E2060	Gravel Cushion, Modified	7.7	Ton	\$14.40	\$110.88
380E3020	6" PCC Driveway Pavement	131.8	SqYd	\$46.00	\$6,062.80
	Subtotal				\$6,173.68
<u>3906 Jackson Blvd.</u>					
260E2060	Gravel Cushion, Modified	2.1	Ton	\$14.40	\$30.24
380E3020	6" PCC Driveway Pavement	36.2	SqYd	\$46.00	\$1,665.20
	Subtotal				\$1,695.44
<u>3820 Jackson Blvd.</u>					
260E2060	Gravel Cushion, Modified	1.9	Ton	\$14.40	\$27.36
380E3020	6" PCC Driveway Pavement	31.6	SqYd	\$46.00	\$1,453.60
	Subtotal				\$1,480.96
<u>3810 Jackson Blvd.</u>					
260E2060	Gravel Cushion, Modified	0.5	Ton	\$14.40	\$7.20
380E3020	6" PCC Driveway Pavement	8.7	SqYd	\$46.00	\$400.20
	Subtotal				\$407.40
<u>3710 Jackson Blvd.</u>					
260E2060	Gravel Cushion, Modified	0.5	Ton	\$14.40	\$7.20
380E3020	6" PCC Driveway Pavement	8.6	SqYd	\$46.00	\$395.60
	Subtotal				\$402.80
<u>38th St.</u>					
260E2060	Gravel Cushion, Modified	0.9	Ton	\$14.40	\$12.96
320E1200	Asphalt Concrete Composite	0.7	Ton	\$110.00	\$77.00
650E0095	Type B69.5 Concrete Curb and Gutter	13	Ft	\$28.70	\$373.10
651E0040	4" Concrete Sidewalk	78	SqFt	\$4.00	\$312.00
	Subtotal				\$775.06

Attachment 7

Additional Pavement Patching for Utility Project					
Bid Item	Description	Qty	Unit	Unit Price	Extended Price
7th Ave.					
260E2060	Gravel Cushion, Modified	81.5	Ton	\$14.40	\$1,173.60
320E1200	Asphalt Concrete Composite	67.9	Ton	\$110.00	\$7,469.00
	Subtotal				\$8,642.60
6th Ave.					
260E2060	Gravel Cushion, Modified	42.3	Ton	\$14.40	\$609.12
320E1200	Asphalt Concrete Composite	35.2	Ton	\$110.00	\$3,872.00
	Subtotal				\$4,481.12
5th Ave.					
260E2060	Gravel Cushion, Modified	80.0	Ton	\$14.40	\$1,152.00
320E1200	Asphalt Concrete Composite	66.6	Ton	\$110.00	\$7,326.00
650E0095	Type B69.5 Concrete Curb and Gutter	10	Ft	\$28.70	\$287.00
	Subtotal				\$8,478.00
4th Ave.					
260E2060	Gravel Cushion, Modified	61.1	Ton	\$14.40	\$879.84
320E1200	Asphalt Concrete Composite	50.9	Ton	\$110.00	\$5,599.00
	Subtotal				\$6,478.84
3rd Ave.					
260E2060	Gravel Cushion, Modified	38.9	Ton	\$14.40	\$560.16
320E1200	Asphalt Concrete Composite	32.4	Ton	\$110.00	\$3,564.00
	Subtotal				\$4,124.16
2nd Ave.					
260E2060	Gravel Cushion, Modified	31.1	Ton	\$14.40	\$447.84
320E1200	Asphalt Concrete Composite	25.9	Ton	\$110.00	\$2,849.00
	Subtotal				\$3,296.84
1st Ave.					
260E2060	Gravel Cushion, Modified	22.6	Ton	\$14.40	\$325.44
320E1200	Asphalt Concrete Composite	18.8	Ton	\$110.00	\$2,068.00
	Subtotal				\$2,393.44
For all locations					
120E6200	Water for Granular Material	5	Mgal	\$21.00	\$105.00
	Subtotal all locations				\$73,536.48
					PE Amount (5.5%) \$4,044.51
					CE Amount (3.5%) \$2,573.78
	Total				\$80,150.00

Attachment 8

Install New Street Signs					
Bid Item	Description	Qty	Unit	Unit Price	Extended Price
632E3203	Flat Aluminum Sign, Nonremovable Copy High Intensity	59.25	SqFt	\$11.90	\$705.08
				PE Amount (5.5%)	\$38.78
				CE Amount (3.5%)	\$24.68
				Total	\$770.00

Attachment 9

STORMWATER QUALITY IMPROVEMENTS COST SHARING ANALYSIS

JACKSON BOULEVARD UTILITIES - CHAPEL LANE TO RAPID CREEK

CITY OF RAPID CITY PROJECT NO SSW11-1837

Prepared by FMG, Inc., Rapid City, SD, May 5, 2014

Estimated Cost for Water Quality Channel at 12+70 Rt								
BID ITEM NUMBER	ITEM	UNIT	QUANTITY	COST PER UNIT	TOTAL COST	62.2% CITY OF RAPID CITY SHARE	37.8% SDDOT Share	
120E0010	Unclassified Excavation	CuYd	237	\$15.00	\$3,555.00	\$2,211.21	\$1,343.79	
230E0010	Placing Topsoil	CuYd	59	\$15.00	\$885.00	\$550.47	\$334.53	
250E0020	Incidental Work, Grading	LS	Lump Sum	\$300.00	\$300.00	\$186.60	\$113.40	
450E0102	12" RCP Class 2 Furnish (DOT Plans)	Ft	12	\$20.00	\$240.00	\$149.28	\$90.72	
450E0110	12" RCP, Install (DOT Plans)	Ft	12	\$24.00	\$288.00	\$179.14	\$108.86	
450E0123	18" RCP Class 3, Furnish	Ft	14	\$25.00	\$350.00	\$217.70	\$132.30	
450E0130	18" RCP, Install	Ft	14	\$32.50	\$455.00	\$283.01	\$171.99	
670E2015	3'x4' Type C Drop Inlet	Each	1	\$2,400.00	\$2,400.00	\$1,492.80	\$907.20	
670E2200	Type C Frame and Grate	Each	1	\$325.00	\$325.00	\$202.15	\$122.85	
720E1015	Gabions	CuYd	4.5	\$320.00	\$1,440.00	\$895.68	\$544.32	
733E0100	Sodding	SqYd	367	\$7.00	\$2,569.00	\$1,597.92	\$971.08	
734E0604	High Flow Silt Fence	Ft	30	\$6.50	\$195.00	\$121.29	\$73.71	
734E0620	Repair Silt Fence	Ft	30	\$5.00	\$5.00	\$3.11	\$1.89	
Estimated Cost for Water Quality Channel at 12+70 Rt					Total	\$13,007.00	\$8,090.35	\$4,916.65

Estimated Cost for Water Quality Feature between Stations 47+00 and 51+00 R							
BID ITEM NUMBER	ITEM	UNIT	QUANTITY	COST PER UNIT	TOTAL COST	62.2% CITY OF RAPID CITY SHARE	37.8% SDDOT Share
100E0100	Clearing	LS	Lump Sum	\$1,500.00	\$1,500.00	\$933.00	\$567.00
110E0400	Remove Manhole	Each	1	\$1,000.00	\$1,000.00	\$622.00	\$378.00
110E1600	Remove Sediment	CuYd	5	\$7.00	\$35.00	\$21.77	\$13.23
110E1700	Remove Silt Fence	Ft	520	\$1.00	\$520.00	\$323.44	\$196.56
120E0010	Unclassified Excavation	CuYd	848	\$15.00	\$12,720.00	\$7,911.84	\$4,808.16
230E0010	Placing Topsoil	CuYd	459	\$15.00	\$6,885.00	\$4,282.47	\$2,602.53
230E0020	Placing Contractor Furnished Topsoil	CuYd	196	\$30.00	\$5,880.00	\$3,657.36	\$2,222.64
250E0020	Incidental Work, Grading	LS	Lump Sum	\$3,000.00	\$3,000.00	\$1,866.00	\$1,134.00
260E1010	Base Course	Ton	5	\$25.00	\$125.00	\$77.75	\$47.25
450E0113	15" RCP Class 3, Furnish	Ft	134	\$22.00	\$2,948.00	\$1,833.66	\$1,114.34
450E0120	15" RCP, Install	Ft	134	\$30.00	\$4,020.00	\$2,500.44	\$1,519.56
450E3032	36" RCP Arch Class 2, Furnish	Ft	174	\$105.00	\$18,270.00	\$11,383.94	\$6,906.06
450E3040	36" RCP Arch, Install	Ft	174	\$45.00	\$7,830.00	\$4,870.26	\$2,959.74
450E3042	42" RCP Arch Class 2, Furnish	Ft	340	\$120.00	\$40,800.00	\$25,377.60	\$15,422.40
450E3050	42" RCP Arch, Install	Ft	340	\$60.00	\$20,400.00	\$12,688.80	\$7,711.20
450E3324	36" RCP Arch Bend, Furnish	Each	1	\$2,800.00	\$2,800.00	\$1,741.60	\$1,058.40
450E3325	36" RCP Arch Bend, Install	Each	1	\$700.00	\$700.00	\$435.40	\$264.60
450E3328	42" RCP Arch Bend, Furnish	Each	2	\$3,200.00	\$6,400.00	\$3,980.80	\$2,419.20
450E3329	42" RCP Arch Bend, Install	Each	2	\$800.00	\$1,600.00	\$995.20	\$604.80
450E4512	36" RCP Arch Flared End, Furnish	Each	1	\$1,800.00	\$1,800.00	\$1,119.60	\$680.40
450E4513	36" RCP Arch Flared End, Install	Each	1	\$450.00	\$450.00	\$279.90	\$170.10
450E4516	42" RCP Arch Flared End, Furnish	Each	1	\$2,000.00	\$2,000.00	\$1,244.00	\$756.00

Attachment 9

450E4517	42" RCP Arch Flared End, Install	Each	1	\$500.00	\$500.00	\$311.00	\$189.00
451E4901	Type 1 Bedding	Ton	23	\$25.00	\$575.00	\$367.65	\$217.35
671E0060	6'x6' Junction Box	Each	1	\$5,000.00	\$5,000.00	\$3,110.00	\$1,890.00
671E0550	Special Manhole	Each	1	\$12,500.00	\$12,500.00	\$7,775.00	\$4,725.00
671E6009	A9 Manhole Frame and Lid	Each	1	\$550.00	\$550.00	\$342.10	\$207.90
700E0310	Class C Riprap	Ton	113	\$60.00	\$6,780.00	\$4,217.16	\$2,562.84
731E0200	Fertilizing	Lb	111	\$4.00	\$444.00	\$276.17	\$167.83
733E0100	Sodding	SqYd	5365	\$7.00	\$37,555.00	\$23,359.21	\$14,195.79
734E0040	Soil Stabilizer	Acre	2.0	\$1,000.00	\$2,000.00	\$1,244.00	\$756.00
734E0101	Type 1 Erosion Control Blanket	SqYd	2106	\$5.50	\$11,583.00	\$7,204.63	\$4,378.37
735E0110	1 Gallon Perennial Plant, Furnish and Plant	Each	695	\$34.00	\$23,630.00	\$14,697.86	\$8,932.14
735E1210	2 Gallon Deciduous Shrub, Furnish and Plant	Each	51	\$55.00	\$2,805.00	\$1,744.71	\$1,060.29
735E2220	2" Caliper Deciduous Tree, Furnish and Plant	Each	20	\$675.00	\$13,500.00	\$8,397.00	\$5,103.00
735E5010	1 Gallon Ornamental Grass, Furnish and Plant	Each	252	\$33.00	\$8,316.00	\$5,172.55	\$3,143.45
734E0170	Temporary Sediment Barrier	Ft	600	\$5.00	\$3,000.00	\$1,866.00	\$1,134.00
734E0604	High Flow Silt Fence	Ft	90	\$6.50	\$585.00	\$363.87	\$221.13
734E0620	Repair Silt Fence	Ft	260	\$5.00	\$5.00	\$3.11	\$1.89
734E0680	Flocculent Housing Unit	Each	1	\$2,500.00	\$2,500.00	\$1,555.00	\$945.00
734E0683	500K Gallon Treatment Flocculent Bag	Each	1	\$500.00	\$500.00	\$311.00	\$189.00
734E5005	Dewatering	LS	Lump Sum	\$2,500.00	\$2,500.00	\$1,555.00	\$945.00
831E0110	Type B Drainage Fabric	SqYd	150.6	\$3.50	\$527.10	\$327.86	\$199.24
831E0210	Non-woven Geotextile Separator	SqYd	100	\$3.00	\$300.00	\$186.60	\$113.40
900E1080	Orange Plastic Safety Fence	Ft	1260	\$3.00	\$3,780.00	\$2,351.16	\$1,428.84
900E5150	Landscape Edging	Ft	560	\$30.00	\$16,800.00	\$10,449.60	\$6,350.40
900E5158	Amending Existing Topsoil	CuYd	459	\$92.50	\$42,457.50	\$26,408.57	\$16,048.94
900E5430	Irrigation System	LS	Lump Sum	\$40,000.00	\$40,000.00	\$24,880.00	\$15,120.00
Estimated Cost for Water Quality Feature Stations 47+00 to 51+00 R				Total	\$380,375.60	\$236,593.62	\$143,781.98

Estimated Cost for Water Quality Items Related to SDDOT Outlet Channel For Pipe at 71+00 Lt								
BID ITEM NUMBER	ITEM	UNIT	QUANTITY	COST PER UNIT	TOTAL COST	62.2% CITY OF RAPID CITY SHARE	37.8% SDDOT Share	
230E0010	Placing Topsoil	CuYd	95	\$15.00	\$1,425.00	\$886.35	\$538.65	
733E0100	Sodding	SqYd	855	\$7.00	\$5,985.00	\$3,722.67	\$2,262.33	
735E2220	2" Caliper Deciduous Tree, Furnish and Plant	Each	3	\$675.00	\$2,025.00	\$1,259.55	\$765.45	
900E1080	Orange Plastic Safety Fence	Ft	265	\$3.00	\$795.00	\$494.49	\$300.51	
900E5158	Amending Existing Topsoil	CuYd	95	\$92.50	\$8,787.50	\$5,465.83	\$3,321.68	
Estimated Cost for Water Quality Items Related to SDDOT Outlet Channel For Pipe at 71+00 Lt					Total	\$19,017.50	\$11,828.89	\$7,188.62

	TOTAL COST	62.2% CITY OF RAPID CITY SHARE	37.8% SDDOT Share
TOTALS	\$412,400.10	\$256,512.86	\$155,887.24
P.E. (5.5%)			\$ 8,573.80
C.E. (3.5%)			\$ 5,456.05
		SDDOT Total	\$169,917.09

Attachment 9

CALCULATIONS TO DETERMINE SDDOT OVERSIZE SHARE PERCENTAGE

	TOTAL	IMPERVIOUS
	AREA	AREA
BASIN #	(ACRES)	(ACRES)
W1	3.5	2
W2	2.5	1.6
W3	1.7	0.8
W4	9	1.7
W5	5.4	1.7
W6	3	1.2
198	3.9	1.6
200	5.5	2.3
202	2.7	1.1
204	5.8	2.4
206	3.5	1.5
208	4.2	1.8
210	9.7	5.1
212	3.1	1.8
214	4.3	1.8
216	4.7	2
218	2.3	1
220	1.4	0.6
222	2.6	1.3
TOTAL	78.8	33.3

SDDOT RIGHT OF WAY DATA

Impervious Area in the Jackson Boulevard ROW from 4+30 to 70+88 = 12.6 Ac.

SDDOT Oversize Percentage = 12.6 Ac SDDOT Impervious/33.3 Ac. Total Impervious Area = 37.8%

Basin Data is from Preliminary Design Report,

Impervious Area in Jackson Blvd from SDDOT July 2013 Drawings

Attachment 10

Description	Right of Way		Unit Price	Extended Price
	Qty	Unit		
<u>Parcel 2</u>				
Permanent Easement	3375	SqFt	\$0.75	\$2,531.25
Temporary Easement	2693	SqFt	\$0.10	\$269.30
			Subtotal	\$2,800.55
<u>Parcel 4</u>				
Permanent Easement	1534	SqFt	\$0.75	\$1,150.50
Temporary Easement	9694	SqFt	\$0.10	\$969.40
			Subtotal	\$2,119.90
<u>Parcel A6</u>				
Temporary Easement	5601	SqFt	\$0.10	\$560.10
			Subtotal	\$560.10
<u>Parcel A7</u>				
Temporary Easement	1541	SqFt	\$0.10	\$154.10
			Subtotal	\$154.10
<u>Parcel A11</u>				
Temporary Easement	14452	SqFt	\$0.10	\$1,445.20
			Subtotal	\$1,445.20
<u>Parcel 6</u>				
Permanent Easement	1618	SqFt	\$0.75	\$1,213.50
Temporary Easement	21504	SqFt	\$0.10	\$2,150.40
			Subtotal	\$3,363.90
<u>Parcel 8</u>				
Permanent Easement	3165	SqFt	\$0.75	\$2,373.75
Temporary Easement	12007	SqFt	\$0.10	\$1,200.70
			Subtotal	\$3,574.45
<u>Parcel A26</u>				
Temporary Easement	562	SqFt	\$0.10	\$56.20
			Subtotal	\$56.20
Miscellaneous Improvements	1	Lump Sum	\$2,500.00	\$2,500.00
Trees, bushes, other				
			Total	\$16,574.40