

PW021401-05

Project No.: PS 8052(12)

AGREEMENT

This AGREEMENT, made this _____ day of _____, 2001, by and between the State of South Dakota, Department of Transportation, hereinafter referred to as the "State", and the City of Rapid City, South Dakota, hereinafter referred to as the "City".

WHEREAS, the City desires to upgrade their urban highway-rail crossing across railroad property in compliance with federal aid requirements and priority listing of Project PS 8052(12), Pennington County, PCEMS 6264; 6th Street in Rapid City; AAR/DOT 190-269B; rehabilitation of two of the three tracks with precast concrete crossing surface and relocation of south cantilever mounted flashing highway-rail grade crossing signal.

AND WHEREAS, the State is responsible to assure the Federal Highway Administration that federal aid requirements are met in order to receive federal participation in adjustment costs.

NOW THEREFORE, it is agreed as follows:

1. The State will notify the railroad and negotiate agreement for crossing adjustments for highway purposes as necessary for the City.
2. The City will provide the 10% share for the total project cost of the above referenced highway-rail project through their City funds and/or through the labor and materials provided by the City for engineering, approach work and construction signing.

The City's project cost will be billed to the State when their portion of the work is completed and will be credited to the City's share of the project. The State will provide a check to the City when the City's billed costs are in excess of 10% of the total project cost or the State will bill the City when the City's billed costs are less than 10% of the total project cost. The State will authorize the remaining 90% from highway-rail safety funds.

3. The City will provide construction for any necessary approach work and construction signing as shown in the estimate attached hereto and marked Exhibit "A".

If it is the City's intention to contract for a portion of the work. No contract shall be let or entered into by the City without the prior approval of the State or without compliance with the FAPG. Any existing continuing contract, under which the City now has certain work performed regularly, will be considered to conform to the requirements of this Section, provided the contract is submitted for the State's prior approval.

4. The City will maintain the approaches and signing that are included in the scope of this project.
5. That the City must notify the Area Engineer, Gary Engel, South Dakota Department of Transportation, PO Box 1970, Rapid City, South Dakota, 57709-1970; telephone #605/394-1635, when commencing, discontinuing, resuming and upon completion of the work. Other reports will be required only as found necessary by the State. Further, all bills are to be sent to his office.

- 6. The City agrees that all records necessary to support costs claimed under this agreement would be retained and made available for audit performed by the State and/or Federal Highway Administration.
- 7. The City and State by signing this agreement evidence authority to enter into this agreement for payment to be made hereunder.
- 8. The estimated cost of the various items of work to be performed by the City under this agreement is \$ 25,489.30. The estimated cost of work to be performed by the railroad for the crossing surface and signals is \$95,631.85. The estimated cost for preliminary and construction engineering performed by the State is \$1,878.85. The total estimated cost of the work completed under this agreement is \$123,000.00. The City's estimated share for this portion of the project would be \$12,300.00.
- 9. The City will notify the State of any change orders which substantially increase the amount of this estimate, and that any work necessary and eligible, but not covered by exhibit shall be submitted in writing for approval by the State prior to completing the work. The estimate for such work shall not be exceeded unless one of the two following conditions are met:
 - a. An increase in the cost estimate will be allowed as a result of a change in construction plans when such change is authorized by an approved Change Order issued by the State before such work is done.
 - b. An increase in the estimated cost, eligible for reimbursement, will be allowed the City after completion of the work, when such increase is adequately supported by detailed billing and sufficient explanation. A final Change Order, when approved, will place the increase in line for audit and payment.

ATTEST:

CITY OF RAPID CITY:

By: _____
Finance Officer

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

SD DEPARTMENT OF TRANSPORTATION:

By: _____
Assistant Attorney General

By: _____
Bruce Lindholm, Program Manager

Date: _____

Approved as per Stewardship Provisions this

_____ day of _____, 2001 By: _____
Project Development Engineer

CITY OF RAPID CITY

PERIODIC ESTIMATE SHEET FOR INFORMAL QUOTATIONS

PROJECT NO./NAME: ST00-920;PS 8052(12) PCEMS 6264 SIXTH STREET RR CROSSING

ORIGINAL QUOTATION AMT.:

NAME OF CONTRACTOR:

ADDRESS:

CONTACT PERSON: LVC

TELEPHONE NO.:

PERIODIC ESTIMATE NO.:

ESTIMATE

FOR PERIOD: 1-05-01

| ITEM NO. | DESCRIPTION OF ITEM | QUOTATION | | | SINCE LAST ESTIMATE | | COMPLETED TO DATE | |
|---------------------|---------------------------------|-----------|---------------|--------------------|---------------------|------------|-------------------|-------------|
| | | QUANTITY | COST PER UNIT | TOTAL COST OF ITEM | QUANTITY | TOTAL COST | QUANTITY | TOTAL COST |
| ****BEGIN ITEMS**** | | | | | | | | |
| 1 | MOBILIZATION, LS | 1.00 | \$2,500.00 | \$2,500.00 | 0.00 | \$0.00 | 1.00 | \$2,500.00 |
| 2 | REMOVE CONCRETE SIDEWALK, SF | 150.00 | \$1.25 | \$187.50 | 0.00 | \$0.00 | 150.00 | \$187.50 |
| 3 | REMOVE CONC C & G; GUTTER, LF | 12.00 | \$6.00 | \$72.00 | 0.00 | \$0.00 | 12.00 | \$72.00 |
| 4 | REMOVE ASPHALT CONCRETE, SY | 255.00 | \$5.00 | \$1,275.00 | 0.00 | \$0.00 | 255.00 | \$1,275.00 |
| 5 | GRAVEL CUSHION, TON | 150.00 | \$15.00 | \$2,250.00 | 0.00 | \$0.00 | 150.00 | \$2,250.00 |
| 6 | CONC CURB & GUTTER, LF | 12.00 | \$14.00 | \$168.00 | 0.00 | \$0.00 | 12.00 | \$168.00 |
| 7 | CONCRETE SIDEWALK, 4", SF | 240.00 | \$3.25 | \$780.00 | 0.00 | \$0.00 | 240.00 | \$780.00 |
| 8 | CONCRETE SIDEWALK, 6", REIN, SF | 750.00 | \$5.00 | \$3,750.00 | 0.00 | \$0.00 | 750.00 | \$3,750.00 |
| 9 | AC, TYPE 1, CLASS G, TON | 42.00 | \$75.00 | \$3,150.00 | 0.00 | \$0.00 | 42.00 | \$3,150.00 |
| 10 | AC, TYPE 2, CLASS G, TON | 18.00 | \$75.00 | \$1,350.00 | 0.00 | \$0.00 | 18.00 | \$1,350.00 |
| 11 | TRAFFIC CONTROL, LS | 1.00 | \$5,000.00 | \$5,000.00 | 0.00 | \$0.00 | 1.00 | \$5,000.00 |
| 12 | INCIDENTAL WORK, LS | 1.00 | \$1,500.00 | \$1,500.00 | 0.00 | \$0.00 | 1.00 | \$1,500.00 |
| 13 | RAILROAD INSURANCE, LS | 1.00 | \$1,000.00 | \$1,000.00 | 0.00 | \$0.00 | 1.00 | \$1,000.00 |
| 14 | | | | | | | | |
| 15 | | | | | | | | |
| ****END ITEMS**** | | | | | | | | |
| TOTALS: | | | | \$22,982.50 | \$0.00 | | | \$22,982.50 |

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EXHIBIT A 1 of 13

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ESTIMATED COSTS

FOR SIXTH STREET RAILROAD CROSSING PROJECT

EXHIBIT 1

| LINE ITEM | DESCRIPTION | HOURS | RATE | ESTIMATE OF COSTS |
|-----------|--------------------------------|-------|---------|-------------------|
| A | PERSONNEL | | | |
| | Project Manager | 8 | \$35.00 | \$280.00 |
| | Project Engineer | 30 | \$28.00 | \$840.00 |
| | Survey Crew Chief | 10 | \$19.00 | \$190.00 |
| | Engineering Technician (x2) | 66 | \$16.00 | \$1,056.00 |
| | Administrative Secretary | 8 | \$17.00 | \$136.00 |
| | Subtotal | | | \$2,502.00 |
| B | MILEAGE (20 MILES @ 0.24/MILE) | | | \$4.80 |
| | GRAND TOTAL | | | \$2,506.80 |

1-05-01 LVC

DETAILED SPECIFICATIONS
PW021401-05

FOR

PROJECT NO. ST00-920
[DOT NO. PS 8052 (12) PCEMS 6264]

SIXTH STREET RAILROAD CROSSING

SCOPE

The scope of this project is to complete improvements to the railroad crossing on Sixth Street in a joint effort with the Dakota, Minnesota and Eastern Railroad and the City of Rapid City. The improvements to be made are as contained within these Detailed Specifications and attached plans.

SPECIFICATIONS

The 1994 Edition of the City of Rapid City Standard Specifications for Public Works Construction (hereinafter referred to as the Standard Specifications), plan notes, and these Detailed Specifications shall control the work to be accomplished on this project.

The prospective bidders on this project are referred to Section 7.32 and Section 7.56 of the Standard Specifications, WORK MODIFICATIONS and ESTIMATED QUANTITIES which, in part, state "The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract Sum being adjusted accordingly." "The Contractor agrees that the quantities of work as stated in the Bid Proposal or indicated on the plans are only approximate, and that during the progress of the work the Owner may find it advisable, and shall have the right to omit portions of the work and to increase or decrease the quantities, that the Owner reserves the right to add or take from any items as may be deemed necessary or desirable."

The reason for the above reference is that the Owner cannot guarantee all of the proposed work (or more work) will (will not) be accomplished due to the fact that the D M & E Railroad cannot predict the final rail elevations they actually end up with. The transition from old to new has to be gradual or it may cause a bump and/or problems with snowplows.

COORDINATION AND PROJECT SCHEDULING

This project will require cooperation and coordination with the Contractor, the D M & E Railroad and the City of Rapid City that is critical. It is anticipated that the D M & E RR will be on this work site Monday, XXX XX, 2001 to start their work. The construction signing needs to be in place and the City's Contractor ready to go to work before this date.

A pre-construction conference will be held prior to the start of construction. Participation of the Contractor and Sub-Contractor's key project personnel are required.

The Contractor shall **notify the Police/Fire Department** and provide the Engineer with a 'Public Service' announcement concerning the street closure at least **THREE** days prior to closing.

MOBILIZATION

Payment for this item will be made per Section 7.58 of the Standard Specifications.

Any clean up or restoration of disturbed areas adjacent to the sidewalk and curb areas will be the responsibility of the Contractor and completed to the satisfaction of the Engineer.

See the SDDOT 'TYPICAL RAILROAD APPROACH AND JOINT TREATMENTS' Standard Plate No. 380.25 for construction information.

GRAVEL CUSHION

The Gravel Cushion shall meet the specifications per Section 117. Density testing is not required but it shall be compacted to the satisfaction of the Engineer.

CONCRETE SIDEWALKS AND CURB CONSTRUCTION

This work consists of removal and disposal of waste, site excavation/embankment as required, and installing new sidewalks, curb & gutter and/or other items as shown in these plans and Detailed Specifications. The disposal of concrete and site excavation needed to complete the various installations are considered incidental to the project. All sawcuts are considered incidental work.

Curb & Gutter construction shall match in kind the existing.

The Contractor is referred to the typical sections for, Standard Curb & Gutter, and Sidewalks within these Detailed Specifications.

Note: Any new construction that receives vandalism or damage will be replaced at the Contractor's expense. **PLEASE PROTECT YOUR WORK**

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TRAFFIC CONTROL

Traffic Control shall conform to Sections 90 and 91 of the Standard Specifications, the attached plans and the **Manual on Uniform Traffic Control Devices (MUTCD)**.

The work site shall be adequately safety fenced, as determined by the Engineer, during periods of inactivity.

The Contractor shall **notify the Police/Fire Department** and provide the Rapid City Journal with a **'Public Service'** announcement concerning the street closure at least **THREE** days prior to closing.

COMPLETION TIME

There will be no fixed completion date for this project, but all work will be required to be accomplished in a timely manner so as Sixth Street may be reopened to traffic as soon as possible.

INCIDENTAL WORK

Included in the bid item 'Incidental Work, Lump Sum', but not necessarily limited to, are any saw cuts needed to accomplish the work, excavation or fill needed to meet the typical section as attached, cushion material for sidewalks, joint sealing, reinforcing steel for 6" sidewalk, disposal of excess excavation, rock, concrete and asphalt removals, expansion joints, or any other items referred to as 'Incidental Work' in the Standard Specifications and/or these Detailed Specifications.

PROJECT PAYMENT

Pay for the work will be made as a single payment non-assessed project.

PRE-BID CONFERENCE

A pre-bid conference will be held at the time and place shown below. Interested Contractors will have an opportunity to gain a full knowledge of the work involved, the bidding procedure, and other information required to prepare and submit their bid.

TUESDAY, MARCH XX, 2001 2:00PM
ENGINEERING CONFERENCE ROOM
SECOND FLOOR OF THE CITY-SCHOOL ADMINISTRATION BUILDING
300 SIXTH STREET, RAPID CITY, SOUTH DAKOTA

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UTILITIES

SOUTH DAKOTA ONE-CALL

1-800-781-7474

All utilities within the limits of the proposed construction are to be adjusted by the owner unless otherwise indicated on these plans. The Contractor will be required to coordinate work with private utility companies and the City of Rapid City.

SOUTH DAKOTA ONE-CALL

1-800-781-7474

1. Montana Dakota Utilities Co., P.O. Box 1060, Rapid City, South Dakota 57709-1060.
Contact: Rick Backes, telephone # 605/342-1060
2. Black Hills Power & Light Co., P.O. Box 1400, Rapid City, South Dakota 57709-1400.
Contact: Ted Massey, telephone # 605/342-7295
3. Mid Continent, P.O. Box 537, Rapid City, South Dakota 57709-0537.
Contact: Mike Drummond, telephone # 605/ 355-1987
4. Qwest, P.O. Box 100, 612 Mt. Rushmore Road, Rapid City, South Dakota 57709-0100.
Contact: Roy Grout, telephone # 605/394-4270
5. City of Rapid City, 300 Sixth Street, Rapid City, South Dakota, 57701.
Contact: Paul Schumacher, telephone # 605/394-4163

SOUTH DAKOTA ONE-CALL

1-800-781-7474

This work is located in the NW 1/4 of Section 1, T1N, R7E, BHM. All utility locations shall be the responsibility of the Contractor.