

## Department of Transportation

Division of Planning/Engineering

Office of Project Development

700 E Broadway Avenue

Pierre, South Dakota 57501-2586 605/773-6641

FAX: 605/773-6608

July 3, 2018

To: City of Deadwood  
Mary Jo Nelson, Finance Officer  
102 Sherman St.  
Deadwood, SD 57732-1309

Subject: NH 014A(15)41 PCN 04FA, is located on United States Highway 14A (US14A), from Railroad Avenue to east of the junction of United States Highway 85 (US85). The STATE PROJECT consists of mill and asphalt concrete resurfacing, ADA curb ramps, traffic signals, joint repair, spall repair, and install left turn lane.

Attached is the Joint Powers Maintenance and Encroachment and Financial Agreement between the City of Deadwood and the Department of Transportation. Please note that I will need a **copy of the City/Board Commission minutes** giving the Mayor permission to sign the agreement

Refer to the attachments to this letter which reference items as shown in the agreement.

Please return the signed originals to me, and I will complete the in house process for signatures and have the agreement assigned a contract number. Once this is completed, I will return one (1) signed original to you for your records.

If you have any questions please give me call at any time.

Thank you,

Marilyn Patterson  
Project Development Office  
Department of Transportation  
700 East Broadway Avenue  
Pierre, SD 57501  
(605) 773-6642

**Attachment for 3.B.**

PCN 04FA - Deadwood

City requested work

ramp at west edge of Lower Main St Intersection (Sta a 0+08 L)

ramps and approach pavement at Volin St (Sta a 2+10 L)

	Unit	\$/Unit	\$
Remove Concrete Curb and/or Gutter	95 Ft	\$7.00	\$665
Remove Asphalt Concrete Pavement	26 SqYd	\$5.00	\$130
Remove Concrete Sidewalk	42 SqYd	\$9.00	\$379
8" PCC Approach Pavement	30 SqYd	\$75.00	\$2,248
Type B68 Concrete Curb and Gutter	46 Ft	\$40.00	\$1,840
Type P8 Concrete Gutter	49 Ft	\$32.00	\$1,568
Type 1 Detectable Warnings	30 SqFt	\$60.00	\$1,800
4" Concrete Sidewalk	182 SqFt	\$9.00	\$1,634
Asphalt Concrete at Volin Street	177 SqYd		\$1,267
		Subtotal	\$11,530
Engineering Design Cost 5.0%			\$576.51
Engineering Construction Cost 4.0%			\$461.21
		<b>TOTAL</b>	<b>\$12,568</b>

## Attachment for 5.A.

Parcel 3

## PLAT OF LOT PE1

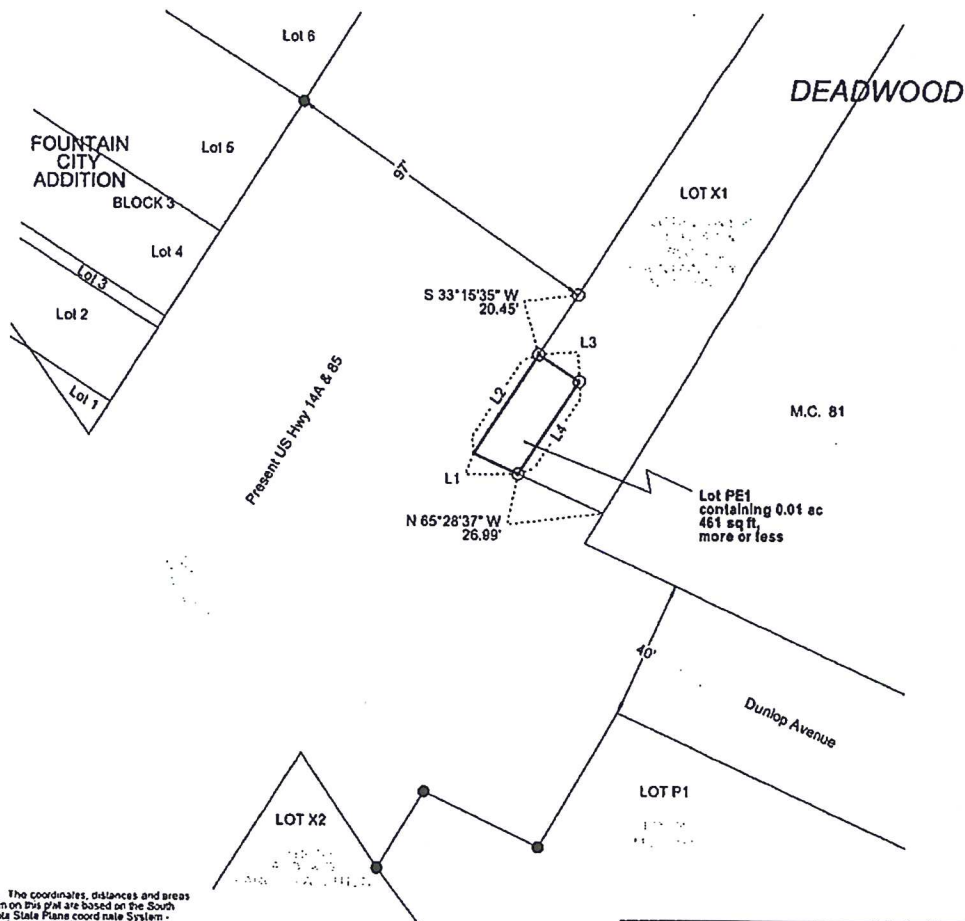
in Lot X1 in Lots 2-8 and part of Lots 1 and 9 in  
Block 2 of Fountain City Addition to Deadwood

LAWRENCE COUNTY, SOUTH DAKOTA

Showing a permanent easement to be acquired for highway purposes  
for construction of Project NH 014A(15)41  
Scale: 1 inch = 30 feet

**LEGEND**  
  
 = existing right of way  
 = found corner  
 = found corner (not used)  
 = set corner  
 All monumentation will be  
 set upon project completion

	Bearing	Length
L1	N 65° 28' 37" W	14.16
L2	N 33° 15' 35" E	34.00
L3	S 56° 44' 25" E	14.00
L4	S 33° 15' 35" W	31.85



Note: The coordinates, distances and areas  
shown on this plat are based on the South  
Dakota State Plane coordinate System -  
North Zone, NAD 83/96 epoch 2002.00  
Goid 03 SF = 0.999915196

Drawn By Kimberly L. Herman Date 12/18/2017  
 Checked By Jon Nelson Date 12/19/2017

## SURVEYOR'S CERTIFICATE

I, JONATHAN J. NELSON, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the South Dakota  
 Department of Transportation the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be  
 hereafter known by the lot number designated herein. The location and dimensions of the parcel are shown on this plat.

In witness whereof, I have set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

Registered Land Surveyor  
 Registration No. 9049



## OFFICE OF REGISTER OF DEEDS

State of South Dakota

County of \_\_\_\_\_ ss

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, at \_\_\_\_\_ M., and recorded in Books of Plats \_\_\_\_\_ on Page \_\_\_\_\_

therein

Register of Deeds

by

Deputy

04FA

a011p





**STATE OF SOUTH DAKOTA  
JOINT POWERS  
MAINTENANCE AND ENCROACHMENT AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF DEADWOOD**

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 Deadwood, South Dakota, referred to in this Agreement as the "CITY." The parties acknowledge and agree the CITY'S population is deemed to be 1,261 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 014A(15)41 PCN 04FA, referred to in this Agreement as the "STATE PROJECT." The STATE PROJECT is located on United States Highway 14A (US14A), from Railroad Avenue to east of the junction of United States Highway 85 (US85). The STATE PROJECT consists of mill and asphalt concrete resurfacing, ADA curb ramps, traffic signals, joint repair, spall repair, and installation of a left turn lane.

**3. CONTRACT PROCUREMENT**

- A. The STATE will design, advertise, let to contract, award, and be the contracting party for the STATE PROJECT.
- B. As part of the STATE PROJECT and as requested by the CITY, the STATE will design and construct additional ADA compliant curb ramps at the west edge of the lower Main Street intersection (Station a 0+08 L) and ADA compliant curb ramps and approach pavement at Volin Street (Station a 2+10 L). The CITY will reimburse the STATE a lump sum amount which represents the cost of design and construction. The CITY'S lump sum reimbursement to the STATE is Twelve Thousand Five Hundred Sixty-eight Dollars (\$12,568.00).
- C. As part of the STATE PROJECT and as requested by the CITY, the STATE will install video detection instead of the standard traffic detection loops at the traffic signals. The STATE'S estimated cost of installing standard traffic detection loops is Twenty-two Thousand Eighty Dollars (\$22,080.00). The CITY'S estimated cost of installing video detection is Twenty Thousand Three Hundred Seventy-four Dollars (\$20,374.00). If the actual cost of installing video detection exceeds the estimated cost of installing standard traffic detection loops, the CITY will reimburse the STATE for the difference between the estimated cost of installing the STATE'S standard detection loops and the actual cost of installing the video detection. Actual costs will be based upon actual bids and quantities.
- D. The CITY will pay the STATE within thirty (30) days of receipt of billing from the STATE.

#### 4. CONCRETE INSPECTION AND TESTING

- A. The STATE will perform concrete inspection and testing for the CITY PROJECT that includes PCC pavement in the roadway and sidewalk that is not part of the STATE plans. The STATE will bill the CITY at a rate of One Hundred Dollars (\$100.00) per each air/slump/unit weight and concrete cylinder casting and compressions testing. There will be no additional cost for aggregate graduations testing.
- B. The CITY will pay the STATE within thirty (30) days of receipt of billing from the STATE.

#### 5. RIGHT-OF-WAY

As part of the STATE PROJECT, the CITY will grant temporary and permanent easements for highway purposes that will be required for ADA curb ramps. The CITY and STATE will execute all documents necessary for the STATE'S acquisition of these easements. The CITY will grant temporary and permanent easements to the STATE for the following parcels:

- A. Parcel 3 – Lot PE1 and temporary easement in Lot X1 in Lots 2-8 and part of Lots 1 and 9 in Block 2 of Fountain City Addition to Deadwood;
- B. Parcel A4 – Temporary Easement in Lot X2 in Lots 1-8 in Block D of Fargo's Addition to Deadwood; and
- C. Parcel A6 – Temporary Easement in Lot X2 in Lots 12-17 and part of Lot 11 in block 2 of Fountain City Addition to Deadwood.

#### 6. COMBINATION LETTING

- A. The STATE will let the CITY'S watermain, pedestrian lighting, utility trench, irrigation, sanitary sewer main improvements, and '76' pressure reducing valve improvement project in combination with the STATE PROJECT. The CITY'S project is designated as CITY Project Number 17-1025 PCN X04P, and referred to in this Agreement as the "CITY PROJECT." The CITY PROJECT is located within the STATE PROJECT limits.
- 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 thirty (30) 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 Two Hundred Thousand Dollars (\$1,200,000.00). Actual cost will be based upon bids and final quantities.
- E. Except as set forth in section 6.F., if applicable, the CITY will provide for purposes of final acceptance by the STATE, 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.

F. For the top of the utility trenches, the STATE will conduct inspection of the trench backfill, trench compaction testing, and moisture and density testing for the UTILITY PROJECT. The top of the utility trenches is defined as two feet (2') below the bottom of the undercut. The STATE will provide the CITY with a copy of all test reports for this portion of the UTILITY PROJECT. The CITY will pay the STATE for the cost of this testing and these 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 for this work within thirty (30) days of receipt of billings from the STATE.

G. Except for the top of the utility trenches, the CITY will conduct inspection of the trench backfill, trench compaction testing, and moisture and density testing for the CITY PROJECT. The CITY will provide the STATE with a copy of all test reports within forty-eight (48) hours of testing. The CITY will be responsible for ensuring that all work and test results on the CITY PROJECT are satisfactory to the STATE. The CITY will ensure all testing conducted by the CITY conforms to the South Dakota Department of Transportation Standard Specifications for Roads and Bridges, 2015 Edition, except as modified by any applicable special or supplemental provisions. The CITY will also ensure that all testing conducted by the CITY conforms to the STATE'S most recent Materials Manual. All personnel conducting testing must meet the requirements of the South Dakota Department of Transportation's Materials Testing and Inspection Certification Program Manual.

#### 7. RESPONSIBILITY FOR MAINTENANCE, POLICING ENCROACHMENTS, AND OTHER ACTIVITIES

The CITY is responsible for policing encroachments, performing maintenance and repair activities, limiting access, enforcing parking prohibitions, and servicing lighting systems along the STATE PROJECT in accordance with the terms of the "Maintenance and Encroachment Agreement," executed on April 11, 2006, and assigned Agreement Number 613157 by the STATE, and any amendments to that agreement entered into by the parties now or in the future.

#### 8. 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 10, 2010, 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 613590 by the STATE.

#### 9. 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.

#### 10. 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.



11. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

12. 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.

13. 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 or Council 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 A**.

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 Deadwood, South Dakota

State of South Dakota  
Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

Its: Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Approved as to Form:

\_\_\_\_\_  
City Auditor/Clerk

  
Special Assistant Attorney General

(CITY SEAL)