

Invitation To Bid

Bids are requested for demolition and removal of a 1184 sq. ft. ranch-style house, an 1184 sq. ft. walk-out basement portion, two-car detached garage, carport, wood deck, shed cistern tank and septic tank located at address 7255 W Highway 44, Rapid City, SD 57702.

Removal must be completed prior to April 1, 2027 and include the surface structure down to the concrete foundation, including, but not limited to, loose parts and pieces. All debris and rubble must be hauled to a certified disposal site or sites.

Bids will be received until 1:00 p.m. on October 1, 2026 by the South Dakota Department of Transportation at the Office of Right of Way, attn: Scott Pretzer, 700 E. Broadway Ave., Pierre, South Dakota 57501.

Bidders may email scott.pretzer@state.sd.us or contact Scott in Pierre at (605)773-3710. House keys are available from the Rapid City DOT at phone 605-394-1621.

Additional information and the Consultant Contract can be obtained by viewing property sales at the website: <https://dot.sd.gov/programs-services/programs/property-sales/>

The State reserves the right to reject any or all bids and to waive any irregularities therein.

Joel Jundt, Secretary

South Dakota Department of Transportation

**CONSULTANT CONTRACT
FOR SERVICES
BETWEEN**

	Department of Transportation
	State of South Dakota
	700 Broadway Avenue East
	Pierre, South Dakota 57501-2586
referred to in this Agreement as CONSULTANT	referred to in this Agreement as STATE

The STATE enters into this Agreement for Services with the CONSULTANT.

I. THE CONSULTANT

- A. The CONSULTANT services on this Agreement will commence upon date of last signature on this Agreement, and end April 1, 2027, unless terminated earlier pursuant to the terms of this Agreement.
- B. The CONSULTANT will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments.
- C. The CONSULTANT will remove the ranch style house main floor and walk-out basement portion, two-car detached garage, carport, deck and shed located at 7255 W Highway 44, Rapid City, South Dakota. The CONSULTANT'S services under this Agreement will consist of the following:
 - 1. Erect any necessary fence and barricades to ensure public safety, and remove the fence and barricades after completion of the project.
 - 2. Coordinate with local utility providers if additional work, including, but not limited to, disconnection and closure of electric, water, and sewer utilities is necessary.
 - 3. Remove the house and walk-out basement portion, including, but not limited to, concrete, loose parts and pieces down to the surrounding dirt level.
 - 4. Remove the detached garage, carport, deck and storage shed.
 - 5. Remove cistern tank and septic tank.
 - 6. Load and haul all debris and rubble to a certified disposal site or sites.

II. THE STATE

- A. The STATE will pay, as full compensation for all services rendered and materials and supplies furnished under this Agreement, a lump sum payment in the amount of _____ Dollars (\$_____). The STATE will pay the CONSULTANT upon completion of the services performed and receipt of an invoice submitted by the CONSULTANT.
- B. The STATE will not pay CONSULTANT expenses as a separate item.
- C. The STATE will not allow the CONSULTANT to use STATE equipment.

III. AMENDMENT PROVISION

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

IV. SUBCONTRACT PROVISION

The CONSULTANT will not use subcontractors to perform the described services without the STATE'S prior written consent. The CONSULTANT will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The CONSULTANT will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

V. TERMINATION PROVISION

Either party may terminate this Agreement by giving thirty (30) days' written notice to the other. If the CONSULTANT breaches any term or condition of this Agreement, the STATE may terminate this Agreement at any time with or without notice. If the STATE terminates this Agreement because of the CONSULTANT'S default, the STATE may adjust any payments due to the CONSULTANT at the time of termination to cover any additional costs to the STATE because of the CONSULTANT'S default. Upon termination the STATE may take over the work and may award another party an agreement to complete the work under this Agreement. If after the STATE terminates for a default by the CONSULTANT it is determined the CONSULTANT was not at fault, the CONSULTANT will be paid for eligible services rendered and expenses incurred up to the date of termination.

VI. FUNDING PROVISION

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

VII. RECORDS RETENTION AND AUDIT

- A. All project charges will be subject to audit in accordance with current STATE procedures and CFR Title 48, Part 31.2.
- B. The CONSULTANT will keep accounting records clearly identified with the Agreement.
- C. Upon reasonable notice, the CONSULTANT will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CONSULTANT will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

VIII. INDEPENDENT CONTRACTOR PROVISION

While performing services under this Agreement, the CONSULTANT is an independent contractor and not an officer, agent, or employee of the STATE.

No employee of the CONSULTANT engaged in the performance of services required under this Agreement will be considered an employee of the STATE. No claim under the South Dakota Workers' Compensation Act on behalf of said employee or other person while so engaged and no claim made by any third party as a consequence of any act or omission of the part of the work or service provided or to be rendered under this Agreement by the CONSULTANT will be the STATE'S obligation or responsibility.

IX. COMPLIANCE PROVISION

The CONSULTANT will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CONSULTANT will procure all licenses, permits, or other rights necessary for the fulfillment of its obligation under this Agreement.

X. INDEMNIFICATION PROVISION

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

XI. INSURANCE

Before the CONSULTANT begins providing service, the CONSULTANT will be required to furnish the STATE the following certificates of insurance and assure that the insurance is in effect for the life of the Agreement:

A. Commercial General Liability Insurance:

The CONSULTANT will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than \$2,000,000.

B. Business Automobile Liability Insurance:

The CONSULTANT will maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

C. Workers' Compensation Insurance:

The CONSULTANT will procure and maintain workers' compensation coverage as required by South Dakota law.

XII. CONTROLLING LAW PROVISION

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

XIII. REPORTING PROVISION

The CONSULTANT will report to the STATE any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject the CONSULTANT, the STATE, or the STATE'S officers, agents, or employees to liability. The CONSULTANT will report any such event to the STATE immediately upon discovery.

The CONSULTANT'S obligation under this section will only be to report the occurrence of any event to the STATE and to make any other report provided for by the CONSULTANT'S duties or applicable law. The CONSULTANT'S obligation to report will not require disclosure of any

information subject to privilege or confidentiality under law (such as attorney-client communications). Reporting to the STATE under this section will not excuse or satisfy any obligation of the CONSULTANT to report any event to law enforcement or other entities under the requirements of any applicable law.

XIV. SEVERABILITY PROVISION

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

XV. SUPERCESSION PROVISION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

XVI. NOTICE PROVISION

Any notice or other communication required under this Agreement will be in writing and sent to the address set forth above. Notices will be given by and to **Scott Pretzer** on behalf of the STATE, and by and to _____, on behalf of the CONSULTANT, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered or certified mail, or, if personally delivered, when received by such party.

The parties signify their agreement by signatures affixed below:

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: _____

Its: Region Engineer

Date: _____

Date: _____

(Corporate Seal)

Approved as to Form:

Special Assistant Attorney General



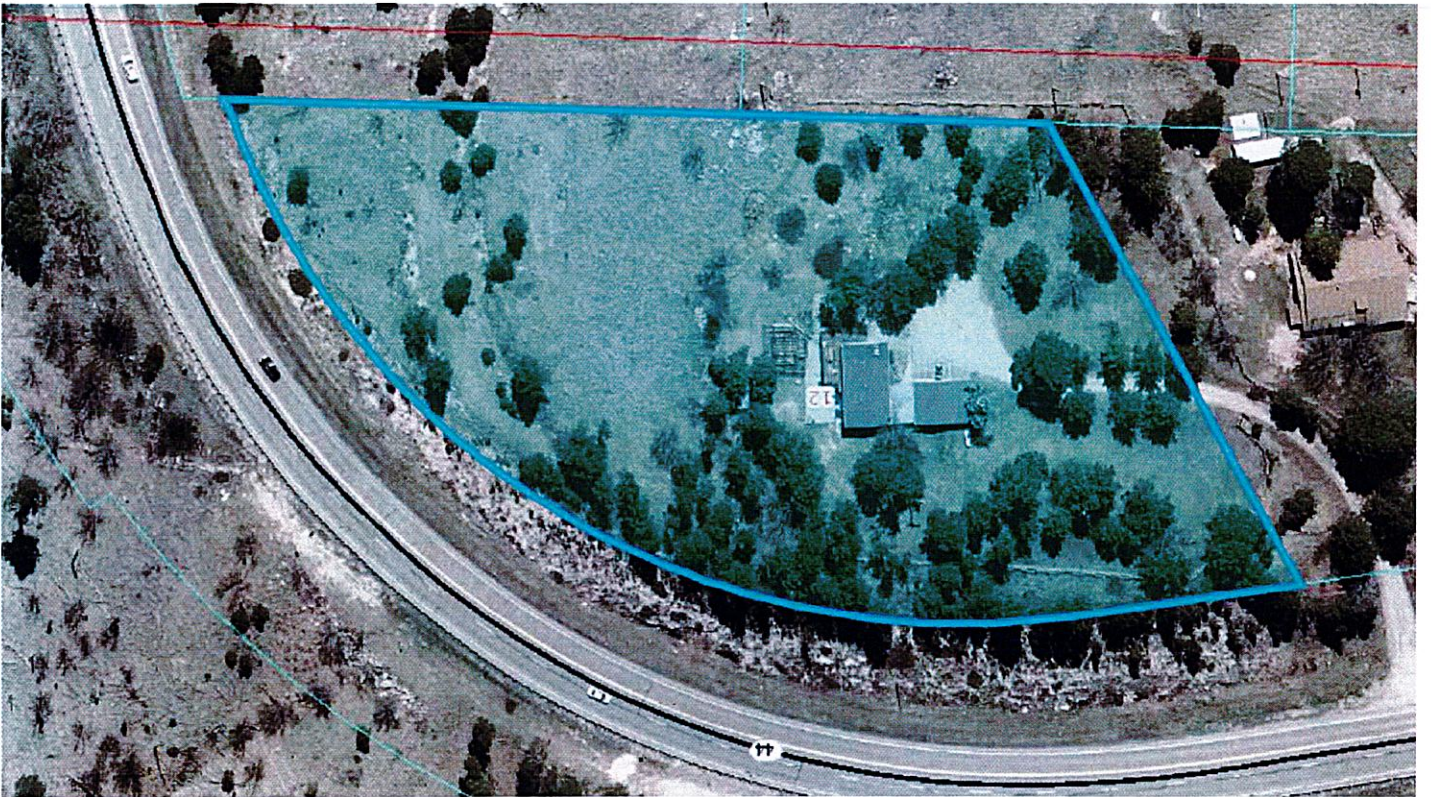
MAP DATA

FEMA Special Flood Hazard Area: **No**
Map Number: 46103C0762H

MAP LEGEND

Areas inundated by 500-year flooding
 Areas inundated by 100-year flooding

Protected Areas
 Floodway





Sign in

Design Resources-
Linda Eddy



Deck Tune-Up
Temporarily closed

Cleghorn Canyon B&B

Rapid City
→

Braebur
Park & Ice

Cliffside Park

DOT
House

Development

Google, Maps

Johnson Siding
Fire Station 2

Hwy 44

Nameless Cave Rd

Nameless Cave Rd

Nameless Cave Rd

Dark Canyon Rd

Rapid Creek

Victoria Creek

Rapid Creek

Rapid Creek

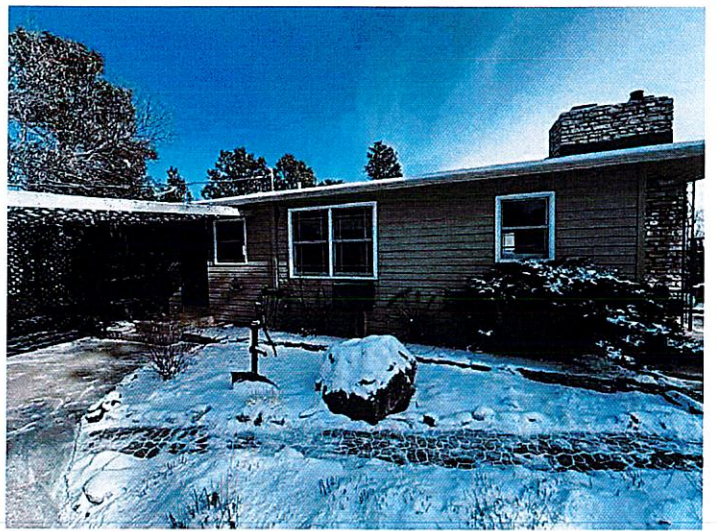
Rapid Creek

Rapid Creek

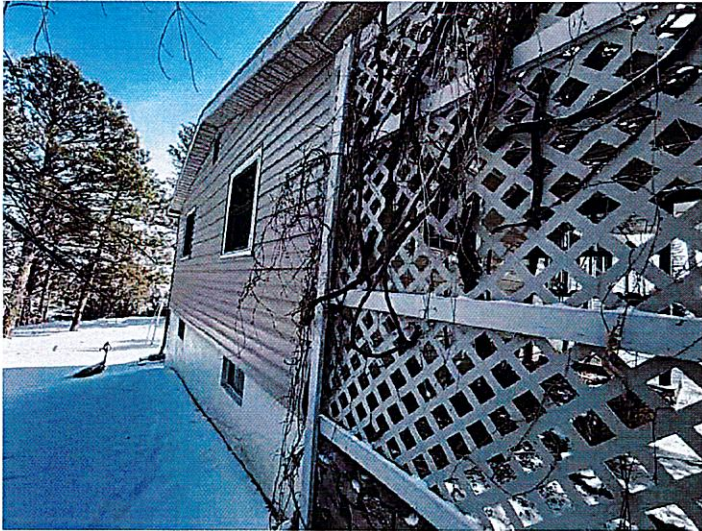




Subject Front



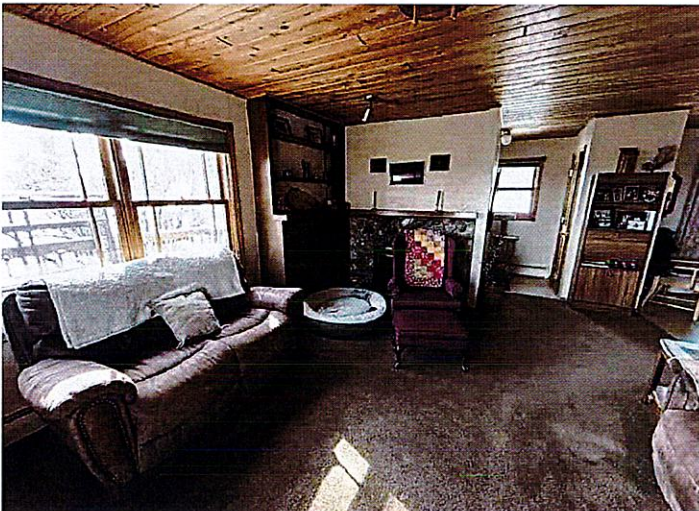
Subject Side

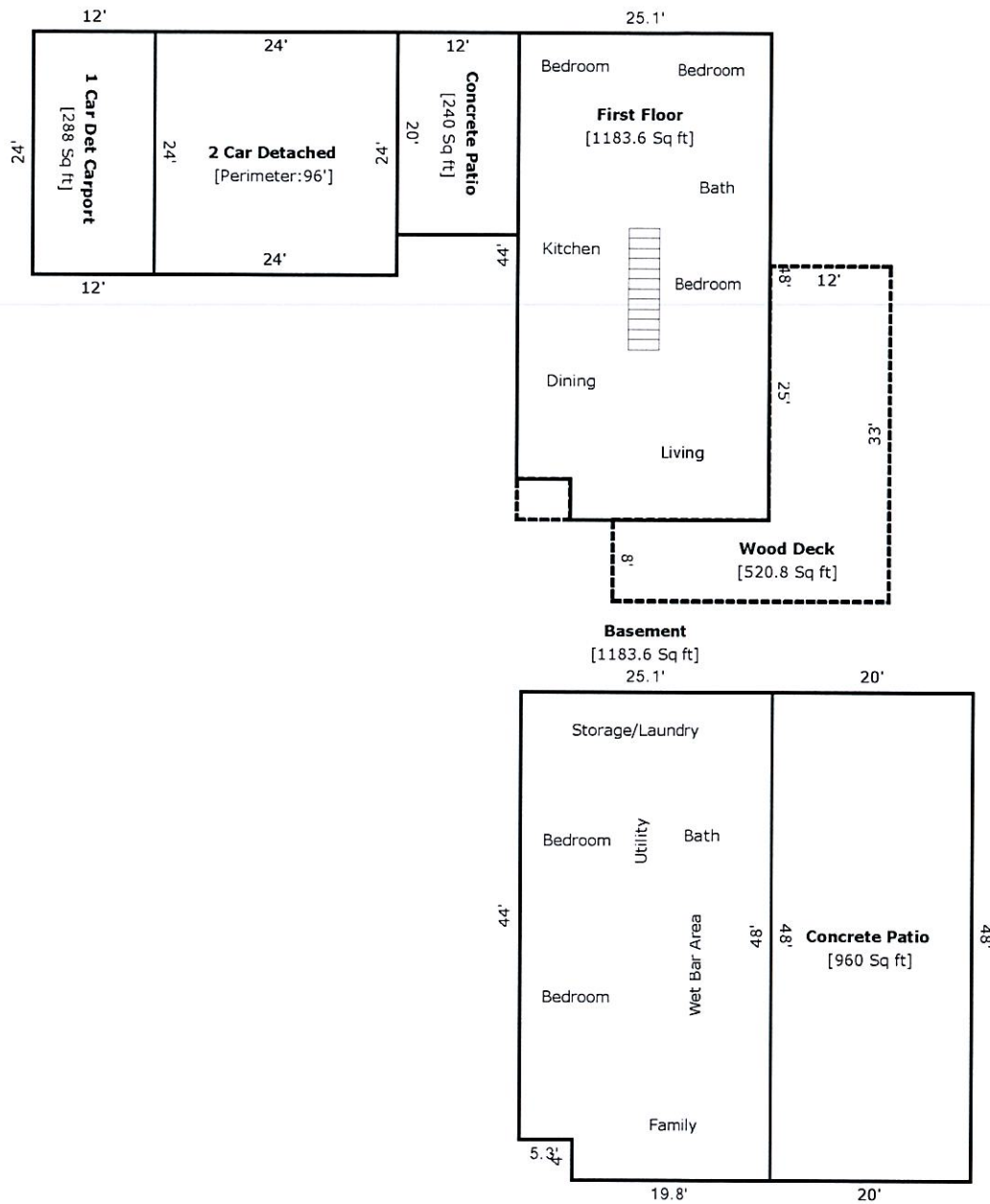


Subject Rear



Subject Side





TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details	
First Floor	1183.6 Sq ft	$25.1 \times 44 =$	1104.4
		$4 \times 19.8 =$	79.2
Total Living Area (Rounded):		1184 Sq ft	
Non-living Area			
Concrete Patio	960 Sq ft	$20 \times 48 =$	960
Wood Deck	21.2 Sq ft	$5.3 \times 4 =$	21.2
2 Car Detached	576 Sq ft	$24 \times 24 =$	576
Wood Deck	520.8 Sq ft	$8 \times 15.6 =$	124.8
		$33 \times 12 =$	396
Concrete Patio	240 Sq ft	$20 \times 12 =$	240
1 Car Det Carport	288 Sq ft	$24 \times 12 =$	288
Basement	1183.6 Sq ft	$25.1 \times 44 =$	1104.4

Market Area Name: KIMROCK		Map Reference: N/A		Version: 0110.04			
ASSIGNMENT	The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)						
	This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective						
	Approaches developed for this appraisal: ☒ Sales Comparison Approach ☐ Cost Approach ☐ Income Approach (See Reconciliation Comments and Scope of Work)						
	Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)						
	Intended Use: To help the client discover the market value of the subject property as of the effective date of the appraisal, which is February 11th, 2025.						
MARKET AREA DESCRIPTION	Intended User(s) (by name or type): South Dakota Department of Transportation - Right of Way Program						
	Client: Department of Transportation		Address: 700 E Broadway Ave Pierre SD 57501				
	Appraiser: Jennifer Netterberg, CG		Address: PO Box 585				
	Location: ☐ Urban ☐ Suburban ☒ Rural		Predominant Occupancy		One-Unit Housing		
	Built up: ☐ Over 75% ☐ 25-75% ☒ Under 25%		☒ Owner		PRICE \$ (000)		
	Growth rate: ☐ Rapid ☐ Stable ☒ Slow		☐ Tenant		AGE (yrs)		
	Property values: ☐ Increasing ☒ Stable ☐ Declining		☐ Vacant (0-5%)		40 Low 0		
	Demand/supply: ☐ Shortage ☒ In Balance ☐ Over Supply		☐ Vacant (>5%)		1,600 High 120		
	Marketing time: ☐ Under 3 Mos. ☒ 3-6 Mos. ☐ Over 6 Mos.		☒ Vacant (>5%)		586 Pred 40		
	Present Land Use		Change in Land Use				
Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends): Boundaries are noted as Schroeder Rd to the north, US Highway 385 to the west, Sheridan Lake Rd to the south, and Park Dr to the east.							
Other land uses are noted as bare residential and bare wooded acreages.							
Housing trends in this area show a slight increase in the last 12 months with stability in the last 4-6 months. New building of homes has slowed. See addendum for further explanation.							
SITE DESCRIPTION	Dimensions: See Addendum		Site Area: 2.94 Acres				
	Zoning Classification: Agricultural		Description: Allows for single family and agricultural uses.				
	Zoning Compliance: ☒ Legal		☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning				
	Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown		Have the documents been reviewed? ☐ Yes ☐ No				
	Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain)		Ground Rent (if applicable) \$ /				
	Actual Use as of Effective Date: Residential Home Site		Use as appraised in this report: Residential Home Site				
	Summary of Highest & Best Use: The appraiser conclusion is that the subject's highest and best use is residential. The appraiser ran all four tests and determined the highest and best use to be residential. See addendum for further analysis.						
	Utilities		Off-site Improvements		Topography		
	Electricity ☒ Public ☐ Other ☐ Provider/Description		Type		Steep/Level		
	Gas ☒ ☐ ☐		Street Gravel ☒ ☐		Size 2.94 acres		
Water ☐ ☒ Shared Well		Curb/Gutter None ☐ ☐		Shape Irregular			
Sanitary Sewer ☐ ☒ Septic		Sidewalk None ☐ ☐		Drainage Adequate			
Storm Sewer ☐ ☒ None		Street Lights None ☐ ☐		View Wooded/Valley			
Alley None ☐ ☐		Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)					
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No		FEMA Flood Zone X		FEMA Map # 46103C0762H			
FEMA Map Date 6/3/2013		Site Comments: The subject is currently improved with a single family, ranch style home. Topography is steep with some open level spots.					
DESCRIPTION OF THE IMPROVEMENTS	General Description		Exterior Description		Foundation	Basement	Heating
	# of Units 1 ☐ Acc. Unit		Foundation Concrete		Slab None	Area Sq. Ft. 1,184	ElectBsboard
	# of Stories 1		Exterior Walls Frame		Crawl Space None	% Finished 80	Type Electric
	Type ☒ Det. ☐ Att. ☐		Roof Surface AsphaltSh		Basement Full Walk Out	Ceiling T&G	Fuel None
	Design (Style) Ranch		Gutters & Dwnspts. Metal		Sump Pump ☐ None	Walls ConcBlock	Cooling None
	☒ Existing ☐ Proposed ☐ Und. Cons.		Window Type Double Hung		Dampness ☐ None	Floor Tile	Central
	Actual Age (Yrs.) 66		Storm/Screens Full		Settlement None	Outside Entry Yes	Other
	Effective Age (Yrs.) 15				Infestation None		
	Interior Description		Appliances		Attic ☐ None		Amenities
	Floors Carpet/Vinyl		Refrigerator ☒		Stairs ☐		Fireplace(s) # 1
	Walls Sheetrock		Range/Oven ☒		Drop Stair ☐		Patio Concrete
	Trim/Finish Wood		Disposal ☒		Scuttle ☒		Deck Wood
	Bath Floor Vinyl		Dishwasher ☒		Doorway ☐		Porch None
	Bath Wainscot Tile		Fan/Hood ☒		Floor ☐		Fence None
	Doors Solid Wood		Microwave ☐		Heated ☐		Pool None
		Washer/Dryer ☒		Finished ☐			
Finished area above grade contains:		7 Rooms		3 Bedrooms		1 Bath(s)	
1,184 Square Feet of Gross Living Area Above Grade							
Additional features: Subject property has been well maintained showing little to no deferred maintenance, any and all deferred maintenance noted appears to be cosmetic in nature and appropriate for age.							
Describe the condition of the property (including physical, functional and external obsolescence): No functional, external or physical obsolescence noted.							