

RW112801-05

GOLDEN EAGLE DRIVE WATER MAIN EXTENSION, PROJECT No. W01-1058 REIMBURSEMENT AGREEMENT

This Agreement is made and entered into by and between the **CITY OF RAPID CITY**, a municipal corporation, 300 Sixth Street, Rapid City, South Dakota, 57701, hereafter called the "City," and **RAPID CITY POLICE OFFICERS ASSOCIATION**, P.O. Box 38, Rapid City, South Dakota, 57709-0038, hereafter called "Peace Officers."

Recitals

WHEREAS, the Peace Officers wish to have City water service for their clubhouse located on the following described real property:

The Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) and Golden Eagle Drive (a Private Drive) located in the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) Less Lots H3 and H4, all in Section Twenty-two (22), Township One North (T1N), Range Seven East (R7E) of the Black Hills Meridian, Pennington County, South Dakota.

WHEREAS, the Peace Officers are required to extend a City water main along Golden Eagle Drive fronting the Peace Officer's property; and

WHEREAS, the City has property that will front the proposed water main and therefore would also be obligated to construct a water main fronting ~~their~~ its property; and

WHEREAS, the City and Peace Officers will mutually benefit from this Agreement; and

WHEREAS, the project described as Golden Eagle Drive Water Main Extension, Project No. W01-1058 consists of three (3) bid schedules. The base project includes construction of approximately 872 feet of 10" PVC water main and all related fittings. The project includes two (2) bid alternates: Alternate No. 1 consists of approximately 415 feet of 6" water main and all related appurtenances; and Alternate No. 2 consists of approximately 295 feet of 2" copper water service line and all related appurtenances, as shown on the Bid Award Summary, attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the Peace Officers have selected Alternate No. 1 after the bid opening to construct; and

WHEREAS, the Peace Officers will pay the cost of constructing Alternate No. 1 and also their fair share of the base project; and

WHEREAS, the bid cost of the base project is \$42,528 and the cost of Alternate No. 1 is \$18,593 for a total of \$61,121.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein set forth, it is agreed as follows:

- a) The Peace Officers will reimburse the City for Alternate No. 1 of Project No. W01-1058 for a bid amount of \$18,593. The Peace Officers will be responsible for any and all increases in costs occurring during the construction of Alternate No. 1 and shall enjoy any decreases in the event of the same.
- b) The Peace Officers will reimburse the City for those costs associated with the base project from station 3+98 to station 8+72.3 (end of project), which is estimated to be approximately 40% of the total cost of the base project.
- c) The Peace Officers agree to reimburse the City within thirty (30) days of the City's acceptance of the work. The project is estimated to be accepted by May, 2002.

DATED: _____ 2001.

CITY:

CITY OF RAPID CITY, a municipal corporation

DEVELOPER:

RAPID CITY POLICE OFFICERS ASSOCIATION

By _____
Jerry Munson, Mayor

By _____
Brent Nelson, President

ATTEST:

James F. Preston, Finance Officer

(SEAL)

State of South Dakota,)
) ss.
County of Pennington.)

ON THIS DAY, _____, 2001, before me, the undersigned officer, personally appeared Jerry Munson and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the **CITY OF RAPID CITY**, a municipal corporation, and that they, as such Mayor and Finance Officer, being authorized to do so, executed the foregoing

instrument for the purposes therein contained, by signing the name of the CITY OF RAPID CITY by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Comm. Expires: _____

State of South Dakota,)
) ss.
County of Pennington.)

ON THIS DAY, _____, 2001, before me, the undersigned officer, personally appeared Brent Nelson, who acknowledged himself to be President of **RAPID CITY POLICE OFFICERS ASSOCIATION**, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of **RAPID CITY POLICE OFFICERS ASSOCIATION** by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Comm. Expires: _____

Prepared By: CITY ATTORNEY'S OFFICE
AS 11-20-01

BID AWARD SUMMARY

LETTING DATE: NOVEMBER 15, 2001

PROJECT: Golden Eagle Water Main Extension
Project No. W01-1058

RECOMMENDATION: Award Base Bid plus Alternate #1 to Mainline Contracting Inc. in the amount of \$61,121.00 at the December 3, 2001 Council Meeting.

SUMMARY

	BASE BID	ALTERNATE #1	ALTERNATE #2	BASE W/ALT. #1	BASE W/ALT. #2
Engineer's Estimate	\$55,000.00	\$22,500.00	\$15,000.00	\$77,500.00	\$70,000.00
Mainline Contracting, Inc.	\$42,528.00	\$18,593.00	\$11,117.00	\$61,121.00	\$53,645.00
Hills Materials Company	\$49,158.00	\$19,450.00	\$10,846.00	\$68,608.00	\$60,004.00
Site Work Specialists, Inc.	\$49,256.69	\$17,423.40	\$9,607.91	\$66,680.09	\$58,864.60
Heavy Constructors Inc.	\$53,130.75	\$21,178.50	\$12,746.60	\$74,309.25	\$65,877.35
Shovelhead Excavating Inc.	\$56,163.00	\$25,706.20	\$15,353.00	\$81,869.20	\$71,516.00
Warax Excavating	\$59,098.73	\$20,137.49	\$11,684.30	\$79,236.22	\$70,783.03
R.C.S. Construction Inc.	\$59,851.00	\$28,909.00	\$14,040.00	\$88,760.00	\$73,891.00

ENGINEER:


Stacey Titus, P.E.
Project Manager

DATE: November 16, 2001

EXHIBIT "A"

PM112801-05