## AGREEMENT BETWEEN THE CITY OF RAPID CITY AND TESCHER DEVELOPMENT, LLC FOR OVERSIZE WATER TRANSMISSION MAIN

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, hereinafter referred to as the "City," and TESCHER DEVELOPMENT GROUP, LLC, 717 22<sup>nd</sup> Road, Unadilla, Nebraska 68454, hereinafter referred to as the "Developer."

WHEREAS, the Developer desires to construct a water main to provide water service and fire protection for the Developer's Copperfield Vistas Subdivision Project generally located in the SE¼ of the NW¼ and NE¼ of the SW¼ of Section 4, T1N, R8E, BHM, Rapid City, Pennington County, west of Copperfield Drive and south of Homestead Street, Rapid City, South Dakota; and

WHEREAS, the Developer's property is located within the City of Rapid City; and

WHEREAS, the City and the Developer agree to construct a 12" water transmission main rather than an 8" water main within Homestead Street, which is the minimum size required to meet the Developer's needs. The 12" water transmission main will allow future water main extension within the area in accordance with the City's Utility System Master Pan.

WHEREAS, it is in the City's interest to have the Developer construct the 12" water transmission main; and

WHEREAS, the Developer has submitted cost estimates to oversize the requested water transmission main and City staff has reviewed and concurs with the costs, and

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

- 1. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.
- 2. The City shall reimburse the Developer a maximum of \$27,445.42 for 12" water transmission main oversize. This maximum dollar amount is based upon lengths, quantities and costs provided in Exhibit A. If actual lengths, quantities, and costs are less than specified in Exhibit A, the amount of reimbursement shall be adjusted accordingly. The developer shall provide certified costs.
- 3. Prior to project acceptance the Developer shall submit documentation certifying actual costs incurred. If actual lengths, quantities, and costs are less than specified in exhibit A, the amount of reimbursement shall be adjusted accordingly.
- 4. Prior to project acceptance by the City, a warranty bond, or other equivalent surety, in an amount equivalent to ten percent (10%) of the total cost of the 12" water transmission main

project/improvement shall be provided to the City to secure the warranty for a period of two years.

- 5. The City shall make payment to the Developer within 45 calendar days of the project being completed, tested, as-builts submitted, and project acceptance. Acceptance will be documented by issuance of an acceptance letter from the City.
- 6. In the event that any section(s), or provision(s) of this Agreement is declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision(s) of this Agreement if it can be given effect without the invalid section(s) or provision(s).
- 7. The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of Pennington County, South Dakota.
- 8. The parties agree that this writing constitutes the entire agreement between them and that there are no other oral or collateral agreements or understandings of any kind or character except those contained herein. No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto.

evidenced by a writing signed by	the parties hereto.
	TESCHER DEVELOPMENT GROUP, LLC
·	By Lits President
STATE OF SOUTH DAKOTA	) )ss.
COUNTY OF PENNINGTON	) ·
the <u>President</u> being duly authorized to do so, ex	, 2015, before me, the undersigned officer, who acknowledged him/herself to be of Tescher Development Group, LLC, and that as such, secuted the foregoing instrument for the purposes therein Tescher Development Group, LLC.
IN WITNESS WHEREO	FI hereunto set my hand and official seal.
	(1) anda I Sepmath
(seal)	Notary Public, South Dakota  My Commission Expires:  My Commission Expires:
	Jenuery 4, 2017

## CITY OF RAPID CITY

	Mayor
ATTEST:	1,14,01
Finance Officer	<u> </u>
(seal)	
STATE OF SOUTH DAKOTA	) )ss.
COUNTY OF PENNINGTON	)
personally appeared Steve Allend the Mayor and Finance Officer, and that they as such Mayor and	, 2015, before me, the undersigned officer, der and Pauline Sumption, who acknowledged themselves to be respectively, of the City of Rapid City, a municipal corporation, Finance Officer, being authorized to do so, executed the coses therein contained by signing the name of the city of Rapid I Finance Officer.
IN WITNESS WHEREO	F I hereunto set my hand and official seal.
(seal)	Notary Public, South Dakota My Commission Expires:

7.21.15

12" Water Main (oversize)

8" Water Main (base)

	Project Items											
ltem	Description	Unit	Init Estimated Unit		Unit	ltem Cost		Estimated		Unit	ltem Cost	
No.			Quantity		Cost			Quantity		Cost		
	Water Main											
1	12" PVC Water Main C-900 DR 18	LF	1,000	\$	54.73	\$	54,730.00	0			\$	-
2	12"x12"x6" Tee	EA	5	\$	948.42	\$	4,742.10	0			\$	_
3	12"x12"x8" Tee	EA	1	\$	926.91	\$	926.91	0			\$	-
4	12"x8" Cross	EA	2	\$	1,037.34	\$	2,074.68	0			\$	-
5	12" Gate Valve w/ Box	. EA	6	\$	2,916.15	\$	17,496.90	0			\$	-
6	12" Bend	EA	3	\$	725.77	\$	2,177.31	0			\$	-
7	8" PVC Water Main C-900 DR 18	LF	0			\$	-	1,000	\$	38.70	\$	38,700.00
8	8x8x6 Tee	EA	0			\$	-	5	\$	562.35	\$	2,811.75
9	8"x8"x8" Tee	EA	0			\$	-	1	\$	614.63	\$	614.63
10	8"x8" Cross	EA	0			\$	-	2	\$	893.15	\$	1,786.30
11	8" Gate Valve w/ Box	EA	0			\$	-	6	\$	1,573.15	\$	9,438.90
12	8" Bend	EA	0			\$		3	\$	450.30	\$	1,350.90
											\$	
		Subto	tal Project Cost			\$	82,147.90				\$	54,702.48

Total Project Costs

\$ 82,147.90

\$ 54,702.48

Oversize Cost increase for 12" Water Main

\$27,445.42