

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND DOECK, LLC FOR  
OVERSIZE WATER MAIN PROJECT IMPROVEMENTS**

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 DOECK, LLC, 400 North Rowley Street, Mitchell, South Dakota, 57301, 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 Auburn Hills Subdivision, Phase 8 project generally located in Section 14 west of Haines Ave, 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 main rather than an 8” water main, which is the minimum size required to meet the Developer’s needs. The 12” water main will allow future water main extension within the area in accordance with the City’s Utility System Master Plan.

WHEREAS, it is in the City’s interest to have the Developer construct the 12” water main; and

WHEREAS, the Developer has submitted cost estimates to oversize the requested water 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 \$2,248.74 for 12” water 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.
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 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.

DOECK, LLC

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF SOUTH DAKOTA )  
 )ss.  
COUNTY OF PENNINGTON )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of DOECK, LLC, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of DOECK, LLC.

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

(seal)

\_\_\_\_\_  
Notary Public, South Dakota  
My Commission Expires: \_\_\_\_\_

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(seal)

STATE OF SOUTH DAKOTA     )  
  )ss.  
COUNTY OF PENNINGTON    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned officer, personally appeared Sam Kooiker and Pauline Sumption, 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 agreement 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, South Dakota  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

Oversize Request: Water Main Oversize  
 Project: Auburn Hills Subdivision, Phase 8  
 Location: Auburn Drive  
 Entity Requesting Oversizing: DOECK, LLC  
 Date: 9/27/2012  
 City File #: DEV12-1086

Base Size =	8	inches
Oversize =	12	inches

BID ITEM	DESCRIPTION	UNIT	12" WATER MAIN			8" WATER MAIN		
			QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST	TOTAL COST
1	PVC Water Main, AWWA C-900, DR-18	LF	222	\$37.00	\$8,214.00	222	\$28.00	\$6,216.00
2	1" Service Saddle	EA	6	\$86.77	\$520.62	6	\$44.98	\$269.88
				TOTAL	\$8,734.62		TOTAL	\$6,485.88

OVERSIZE COST	\$2,248.74
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