AGREEMENT BETWEEN THE CITY OF RAPID CITY AND EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY FOR SANITARY SEWER IMPROVEMENTS AND OVERSIZE WATER TRANSMISSION MAIN COST REIMBURSEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, of 300 Sixth Street, Rapid City, South Dakota, 57701, hereinafter referred to as the “City,” and The Evangelical Lutheran Good Samaritan Society, a North Dakota nonprofit corporation, of 4800 West 57th Street, Sioux Falls, South Dakota 57108, hereinafter referred to as the “Developer.”

WHEREAS, the Developer desires to construct approximately 409 linear feet of water main within Saint Martins Drive to provide water service and fire protection for the proposed Good Samaritan Skilled Nursing Facility, which is generally located southeast of the intersection of City Springs Road and Saint Martins Drive, Rapid City, South Dakota; and

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

WHEREAS, the Developer has contracted with a professional engineer to prepare the design plans, contract documents and detailed specifications for the development which include the design of the 16” water main; and

WHEREAS, the Developer has submitted cost estimates for the construction of the 16” water main, and City staff has reviewed and concurs with the costs.

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 Developer also agrees to construct a 16” water main as described above in accordance with the plans approved by the City.

3. The Developer hereby agrees to solicit a minimum of three quotes from contractors qualified to construct the project as well as manage the construction components of the 16” water main. The City shall have the opportunity to approve quote selected and the construction contract for the 16” water main before it is awarded.
4. The Developer shall be responsible for all construction costs associated with the 16” water main. The City’s participation shall be by reimbursement of amounts expended by the Developer for construction.

5. The total maximum dollar amount to be reimbursed to the Developer for the construction of the oversize 16” water main shall not exceed $34,230.00. This maximum dollar amount is based upon quantities and costs provided in Exhibit A attached hereto and incorporated herein by this reference. If actual quantities, and costs are less than specified in Exhibit A, the amount of reimbursement shall be adjusted accordingly. The Developer shall provide certified costs.

6. 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 16” water main shall be provided to the City to secure the warranty for a period of two years. The surety shall be in a form acceptable to the City Attorney.

7. Acceptance of the project by the City will not be considered until all testing is completed, as-builts submitted, and costs verified. Upon the City’s approval of the same, acceptance will be documented by issuance of an acceptance letter by the City.

8. The Developer may request reimbursement by the City only following acceptance of the project. The City shall make payment to the Developer within 45 calendar days of receipt of the reimbursement request, provided the project has been accepted.

9. 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.

10. 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).

11. 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.
Dated this 8th day of June, 2016

THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY

By

Its EUP/CFO

STATE OF SOUTH DAKOTA )
COUNTY OF Minnehaha )ss.

On this 8th day of June, 2016, before me, the undersigned officer, personally appeared G. Grant Tribble, who acknowledged him/herself to be the EUP/CFO of THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY, and that as such, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY.

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

MARY K. SANDBULTE
NOTARY PUBLIC
SOUTH DAKOTA

Mary K. Sandbulte
Notary Public, South Dakota
My Commission Expires: 2-17-2020
CITY OF RAPID CITY

Mayor

ATTEST:

__________________________________________
Finance Officer

(seal)

STATE OF SOUTH DAKOTA )
COUNTY OF PENNINGTON )

On this _____ day of ____________________, 2016, before me, the undersigned officer, personally appeared Steve Allender 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:
## 16" WATERMAIN ON ST. MARTINS DRIVE IN LIEU OF OTHERWISE REQUIRED 10", 0+10 to 4+20

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Units</th>
<th>16&quot; Item Estimated Unit Cost</th>
<th>16&quot; Item Extended Cost</th>
<th>Equivalent 10&quot; Item</th>
<th>10&quot; Item Estimated Unit Cost</th>
<th>10&quot; Item Extended Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>16&quot; PVC Watermain</td>
<td>409</td>
<td>LF</td>
<td>$85.00</td>
<td>$34,765.00</td>
<td>10&quot; PVC Watermain</td>
<td>$65.00</td>
<td>$26,585.00</td>
</tr>
<tr>
<td>16&quot; Plug</td>
<td>1</td>
<td>EA</td>
<td>$1,100.00</td>
<td>$1,100.00</td>
<td>10&quot; Plug</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>16&quot; Gate Valve</td>
<td>4</td>
<td>EA</td>
<td>$7,500.00</td>
<td>$30,000.00</td>
<td>10&quot; Gate Valve</td>
<td>$2,750.00</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>16&quot; x 16&quot; x 8&quot; Tee</td>
<td>1</td>
<td>EA</td>
<td>$1,750.00</td>
<td>$1,750.00</td>
<td>10&quot; x 10&quot; x 8&quot; Tee</td>
<td>$1,150.00</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>16&quot; x 16&quot; x 6&quot; Tee</td>
<td>2</td>
<td>EA</td>
<td>$1,750.00</td>
<td>$3,500.00</td>
<td>10&quot; x 10&quot; x 6&quot; Tee</td>
<td>$1,150.00</td>
<td>$2,300.00</td>
</tr>
<tr>
<td>16&quot; Sleeve</td>
<td>3</td>
<td>EA</td>
<td>$1,400.00</td>
<td>$4,200.00</td>
<td>Not Required</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>16&quot; x 11 1/4 Bend</td>
<td>1</td>
<td>EA</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>10&quot; x 11 1/4 Bend</td>
<td>$950.00</td>
<td>$950.00</td>
</tr>
<tr>
<td>16&quot; Total</td>
<td></td>
<td></td>
<td>$76,815.00</td>
<td></td>
<td>8&quot; Total</td>
<td>$42,585.00</td>
<td>$34,230.00</td>
</tr>
</tbody>
</table>

City Oversize Percentage for 16" Items = $34,230.00 divide by $76,815.00 = 44.56%

10" equivalent water main size was can deliver peak domestic and fire flow demands for the project as determined by the City.

Unit costs were selected by canvassing recent City bid tabs within the past 6-12 months for applicable pipe and appurtenance sizes.