

**AGREEMENT FOR CONSTRUCTION OF PUBLIC SANITARY SEWER MAIN BETWEEN
THE CITY OF RAPID CITY AND ALL AROUND CONSTRUCTION, INC.**

THIS AGREEMENT is made and entered into by and between the CITY OF RAPID CITY, a municipal corporation, of 300 Sixth Street, Rapid City, SD 57701, hereinafter referred to as the “City,” and All Around Construction, Inc., of 10535 Sheridan Lake Road, Rapid City, South Dakota, 57702 hereinafter referred to as the “Developer.” This Agreement is effective once signed by all of the parties to this Agreement.

WHEREAS, the Developer desires to construct approximately 50 linear feet of 8” diameter PVC sewer main and two manholes to provide sewer service for the Developer’s property, legally described as:

LOTS 1 AND 2 AND THE EAST HALF (E1/2) OF LOT 3 IN BLOCK 127 OF THE ORIGINAL TOWNSITE OF RAPID CITY, PENNINGTON COUNTY, SOUTH DAKOTA.

WHEREAS, the Developer plans to construct the sanitary sewer main beginning at existing manhole H7-231 and installing it within the Columbus Street right-of-way; and

WHEREAS, the Developer has submitted preliminary drawings for the requested sanitary sewer main; and

WHEREAS, the City has agreed to accept ownership of the sanitary sewer main upon its completion according to the terms of this Agreement.

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

1. The Developer hereby agrees to contract with a professional engineer to design the sanitary sewer main. The plans shall be designed in accordance with the City’s Infrastructure Design Criteria Manual and the City’s Standard Specifications for Public Works Construction. All plans shall be approved by the City prior to starting construction.

2. The Developer hereby agrees to contract with a professional engineer to provide construction observation services for the sanitary sewer main. The minimum requirements for construction observation services are identified in Exhibit A. The City reserves the right to observe and inspect all construction activities within the public right-of-way.

3. The Developer agrees to construct the sanitary sewer main according to the approved plans. No changes or variances from the plans shall be allowed unless approved by the City in writing.

4. The Developer shall be responsible for all construction costs associated with the sanitary sewer main. Principle components are approximately 50 linear feet of 8-inch diameter sanitary sewer main and two sanitary sewer manholes.

5. The Developer shall conduct a pre-construction meeting prior to commencing construction of the sanitary sewer main. The Developer shall notify the City and all private and public utilities affected by the project of the meeting date and time a minimum of five working days prior to the

meeting. The Developer, the Developer's professional engineer, and the Developer's construction contractor shall attend the pre-construction meeting.

6. The Developer agrees to obtain all applicable permits prior to construction.

7. The Developer agrees to provide a two-year warranty that all materials furnished and installed and work completed pursuant to this contract will be new, and shall be of good quality, free from defects, and in conformance with the approved plans and specifications. The warranty shall also meet the requirements of the City's Standard Specifications for Public Works Construction, Section 7.65. The parties agree that the two-year warranty will commence on the date within the acceptance letter issued by the City to Developer.

8. 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 project 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.

9. Acceptance of the project by the City will not be considered until: all construction and testing is completed; and as-built plans are submitted and accepted. Upon the City's approval of the same, acceptance will be documented by issuance of an acceptance letter by the City.

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 the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

12. 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.

Dated this _____ day of _____, 2024.

CITY OF RAPID CITY

Jason Salamun, Mayor

ATTEST:

Daniel Ainslie, Finance Director

(seal)

State of South Dakota)

ss.

County of Pennington)

On this the _____ day of _____, 2024, before me, the undersigned officer, personally appeared Jason Salamun and Daniel Ainslie, who acknowledged themselves to be the Mayor and Finance Director, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Director, 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 Director.

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

(seal)

Notary Public, South Dakota

My Commission Expires: _____

Dated this _____ day of _____, 2024.

ALL AROUND CONSTRUCTION, INC.

By: _____

Printed Name: _____

Title: _____

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

On this _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of All Around Construction, Inc., a South Dakota corporation, and that he/she, as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(seal)

Notary Public, South Dakota
My Commission Expires: _____

EXHIBIT A: Minimum Construction Services to be completed by Consultant for Columbus Street sanitary sewer main.

- 1) Arrange and conduct a Pre-Construction Conference including agenda. Record minutes and distribute to all attendees.
- 2) Arrange and conduct appropriate progress meetings. Record minutes and distribute to all attendees.
- 3) Provide daily on-site observation to assure that the methods and materials used by the contractor meet the intent of the plans and specifications. For buried installations such as for sewer and water mains the Consultant shall be on site all of the time the Contractor is installing these buried installations.
- 4) Prepare daily reports. A daily record of activity will be maintained by the inspector including weather conditions, construction progress, deviations from the plans and specifications, work performed, quantities installed, identify contractors that are onsite and any other pertinent information. Such information shall be neatly and concisely entered into the City of Rapid City Project Inspector's Diary and Inspection quantity book. Submit detachable copies to Engineering Services on a weekly basis.
- 5) Attend and witness Subgrade/Base Course proof rolling test and detail any issues along with attending the pre-pave meetings.
- 6) Perform stormwater inspections, prepare reports, and keep the erosion and sediment control plans current as required by the ordinance regulating construction site runoff control, Chapter 8.46, and the Stormwater Quality Manual.
- 7) Provide soil compaction testing according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 8) Provide assurance testing (or witness Contractor testing) according to the Standard Specifications. All test results shall be submitted to the City of Rapid City within 30 days of project completion.
- 9) Prepare and submit monthly pay request information.
- 10) Prepare and submit project completion punch list items to the Contractor and Engineering Services and oversee its completion.
- 11) Prepare and submit City of Rapid City project "Construction Project Close-out Checklist" indicating compliance with Standard Specifications and acceptance of the various infrastructure components. The Consultant is responsible for coordinating completion of the checklist items with the Contractor. The checklist is enclosed as Attachment Four for your information.
- 12) Prepare letter of certification of project completion verifying compliance with plans and specifications and start of warranty period.
- 13) Prepare "As Built" plans and specifications. A hard copy of "As Built" plans and specifications shall be submitted to the City in the same size and format as construction plans. Additionally, the Consultant will provide PDF's and CAD files. All "As Built" plans and specifications, believed by the Engineer of Record to be a final, shall contain a Certification Statement of Conformance, which shall read, "I (insert Engineer of

Record's name) Certify that the As Built drawings and specifications contained here within, to the best of my knowledge, represent the constructed project. This statement shall appear on the title sheet of the drawings and on the first page of specifications after the cover sheet. The "Certification Statement of Conformance" shall be signed and dated by the Engineer of Record.

DRAFT