

**AGREEMENT BETWEEN THE CITY OF RAPID CITY AND HOG WILD, LLC FOR  
OVERSIZE WATER 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 Hog Wild, LLC, 2820 Harley Drive, Rapid City, South Dakota 57702, hereinafter referred to as the "Developer".

WHEREAS, the Developer is responsible to construct approximately 1,350 linear feet of 12" diameter water main from the current terminus of 12" main on Developer's property and extend it within Harley Drive to Tatanka Road, as per the Covenant Agreement for Construction of City Water Main, Recorded as Document No. A201200011; and

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

WHEREAS, the City has requested the Developer 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 provide water to adjacent parcels that have requested City water; and

WHEREAS, the Developer has contracted with a professional engineer to prepare the design plans, contract documents and detailed specifications for the project which include the design of the 12" water main; and

WHEREAS, the plans have been reviewed and approved by the City; and

WHEREAS, the Developer has submitted a cost estimate for the construction of the 12" water main, and City staff has reviewed and concurs with the cost.

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 agrees to construct a 12" water main as described above in accordance with the plans approved by the City. The Developer agrees to dedicate easements to the City of Rapid City as identified in the plans reviewed and approved by the City.
3. The Developer shall be responsible for all construction costs associated with the 12" water main. The City's participation shall be by reimbursement of amount expended by the Developer for construction.
4. The Developer shall have the water main constructed, tested and operational by June 1, 2017.

5. The total maximum dollar amount to be reimbursed to the Developer for the construction of the 12" water main oversize construction shall not exceed \$36,175.00 for the oversize cost of 1,350 feet of water main.
6. 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.
7. 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 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.
8. Prior to project acceptance by the City, inspection fees shall be paid to the City at a rate established by the City's current fee resolution.
9. Acceptance of the project by the City will not be considered until all testing is completed, as-builts submitted, easements dedicated and costs verified. Upon the City's approval of the same, acceptance will be documented by issuance of an acceptance letter by the City.
10. 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.
11. The parties agree that this writing constitutes the entire agreement between them related to the oversize and improvement reimbursements discussed herein 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.
12. 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).
13. 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 \_\_\_\_ day of \_\_\_\_\_, 2017





**EXHIBIT A**

Oversize Request for : **WATER MAIN**  
 Project: **Harley Davidson Water Exter**  
 Location: **Harley Drive**  
 Entity Requesting Oversizing: **Hog Wild, LLC**  
 Date: **3/3/2017**  
 City File #: **DEV17-1340**

Base Size = 8"	inches
Oversize = 12"	inches

BID ITEM	DESCRIPTION	UNIT	12" WATER MAIN		OVERSIZE		8" WATER MAIN		BASE SIZE	
			QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST	TOTAL COST	QUANTITY	UNIT COST
1	12"x12'x6" Tee / 8"x8"x8" Tee	EA	3	\$900.00	\$2,700.00	3	\$650.00			\$1,950.00
2	Gate Valve	EA	5	\$3,000.00	\$15,000.00	5	\$2,000.00			\$10,000.00
3	PVC Water Main, C-900, DR18	LF	1350	\$65.00	\$87,750.00	1350	\$45.00			\$60,750.00
4	90 Degree Bend	EA	1	\$900.00	\$900.00	1	\$500.00			\$500.00
5	45 Degree Bend	EA	3	\$750.00	\$2,250.00	3	\$460.00			\$1,380.00
6	22.5 Degree Bend	EA	4	\$750.00	\$3,000.00	4	\$460.00			\$1,840.00
7	11.25 Degree Bend	EA	2	\$750.00	\$1,500.00	2	\$460.00			\$920.00
8	High Deflection Coupling	EA	1	\$750.00	\$750.00	1	\$460.00			\$460.00
9	MJ Plug	EA	1	\$500.00	\$500.00	1	\$375.00			\$375.00
				TOTAL	\$114,350.00		TOTAL			\$78,175.00

OVERSIZE COST ESTIMATE	\$36,175.00
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