WELL 11 PUMP AND MOTOR REPLACEMENT
PROJECT NO. 22-2717 / CIP NO. 51363

EMERGENCY PROJECT

CITY OF RAPID CITY
PROJECT MANAGERS

BRANDON QUIETT PE - DESIGN
ROGER HALL, PE - CONSTRUCTION

CONTRACTOR

LAYNE CHRISTENSEN COMPANY
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1.1 TIME OF COMPLETION

The time of completion of the work is of vital importance, and the Contractor will be required to complete the work within the time stipulated in the Proposal. It will be necessary for the Contractor to satisfy the Owner of his ability to execute the work within the stipulated time.

1.2 QUALIFICATIONS OF CONTRACTOR

To demonstrate that the Contractor has the financial responsibility, experience, capacity, ability, and integrity to perform the work in accordance with the contract documents, contractor must be prepared to submit, within five (5) days of Owner’s request, written evidence of data as may be requested by the Owner. The following elements may be considered:

Whether the Contractor involved:

- maintains a permanent place of business;
- has adequate plant and equipment to do the work properly and expeditiously;
- has suitable financial status to meet obligations incidental to the work;
- has appropriate technical experience in the areas required by the work; and/or
- has been declared non-responsive by Council action.

Contractor will not be acceptable if he is engaged in any other work which impairs his ability to meet all requirements herein stipulated.

1.3 REJECTION OF QUOTES

The Owner reserves the right to the extent allowed by law to award the work as is most advantageous to the City or reject any or all quotes.

1.4 BOND REQUIREMENTS

The Contractor to whom the work is awarded will be required to give a Surety Bond to the City, executed by a reliable and accredited Surety authorized to do business in the State of South Dakota, acceptable to the Council, signed by an "Attorney in Fact" of residence in South Dakota, and in an amount equal to the total of the contract as a guarantee of the full performance and completion of the contract and payment of all labor and all material bills. The bond shall be in the form provided.

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 prior to final payment.

1.5 CONTRACT DOCUMENT


1.6 CONTRACT AWARD
In the case of an error in extension of a unit price to an item total, the unit price in written words shall govern, and the corrected item total used in evaluating quotes. In case of an error in summation of quote item totals for a total quote, the corrected summation will govern over the incorrect quote total shown. When the quote includes discrepancies or apparent errors in the amounts, City may resolve the discrepancy or error in the way the City determines to be most reasonable and/or the most beneficial to the City.

Owner may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided herein. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as he deems necessary to assist in the evaluation of any quote and to establish the responsibility, qualifications, financial ability, and technical expertise of the Contractor, proposed subcontractors, and other persons and organizations to do the work in accordance with the contract documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the quote of any Contractor who does not pass any such evaluation to the Owner's satisfaction.

If the contract is to be awarded, it will be awarded to the Contractor whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

If the contract is to be awarded, Owner will give the Contractor a Notice to Proceed.

The Owner reserves the right to cancel the award of any contract at any time before the complete execution of said contract by all parties without any liability against the Owner.

No contract or other contract documents shall be executed until the proposal and qualifications of Contractor have been examined, the Contractor has provided his South Dakota Sales & Use Tax License Number and South Dakota Contractor's Excise Tax License Number and the award of the Contract is authorized by the Owner. No such document shall be effective until it has been approved by the Owner as to final execution.

**1.7 CONTRACT SPECIFICATIONS**

Specifications to be followed under this contract are the City of Rapid City Standard Specifications for Public Works Construction (2007 Edition), as currently revised, and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.

**1.8 EXAMINATION OF PROJECT SITE**

The Contractor shall be responsible for examination of the site of the project. This includes the soil and water conditions to be encountered, improvements and private property to be protected, disposal sites for surplus material other than sites designated, and as to methods of ingress and egress to private properties and methods of handling traffic during construction of the entire project.
1.9 INSURANCE INFORMATION

Without limiting any of the other obligations or liabilities of the Contractor and until the work is completed and accepted by the Owner, the Contractor shall provide and maintain minimum insurance coverages in accordance with requirements as shown in Section 3 - Insurance Requirements.

The Contractor’s insurance carrier or agent shall complete and deliver two (2) copies of the required insurance documents to the City in sufficient time to allow for review and approval by the City Attorney prior to the actual start of work by the Contractor. The City of Rapid City shall be listed as an additional insured and shall be given thirty (30) days written notice of cancellation or change to the policy. If work is to extend beyond the expiration date of coverages, the Contractor shall submit renewal forms for approval by the City Attorney.

1.10 BASIS OF PAYMENT

Method of payment for the work will be as outlined in Section 1 of this document. Method of payment under this contract will be as checked below:

(a) Partial Payments Project
(b) Single Payment Project

For partial payments projects, this statement modifies Section 7.59 of the Standard Specifications for Public Works Construction to allow payments as often as twice per month at the Contractor’s option. Contractor shall notify the City of its election regarding payment frequency at the Pre-construction Conference. If the Contractor does not notify the City of its election, the Contractor shall be paid no more often than once per month.

Payment for the work will be made to the Contractor, by check, within a reasonable time after the completion of the contracted work, receipt of a signed voucher, and approval by the Council.

1.11 PAYMENT FOR MATERIALS ON SITE

Consideration of partial or full payments of materials on site within this contract will be as indicated and checked below:

(a) Yes - Payments will be considered
(b) No - Payments will not be considered

No payment on stockpiled materials as specified herein shall be made on fuel, hardware (bolts, plates, etc.), supplies, form lumber, false work, perishable materials, or on temporary structures of any kind which will not become an integral part of the finished construction nor on items when unit quote prices are obviously unbalanced as compared to the Engineer’s estimated unit prices prepared prior to the letting.

No payment shall be made on stockpiled material until it has been tested and approved for use.

All material for which an allowance is requested shall be stored in an approved manner in areas where damage from floodwaters is not likely to occur. If, at any time, stored materials are lost or become damaged by floods or in any other manner, the Contractor will be responsible for repair and replacement of such damaged materials. If payment has been made prior to such damage,
the amount so allowed, or a proportionate part thereof, shall be deducted from the next partial payment and withheld until satisfactory repairs or replacements have been made.

Progress payments for stockpiled materials will be made on the basis of the quantities determined by actual measurement as placed in storage in accordance with the stipulations in these specifications and percentages of Contract unit prices listed.

1.12 USE TAX LIABILITY

The Contractor shall be liable to pay the use tax on tangible personal property that is supplied by the City to the Contractor for performance of the Contractor. The value of said personal property is estimated to be $0.00, which value shall be used for determining the Contractor's liability for tax. The Contractor shall be liable to pay all Federal, State, County, or local taxes required for labor and/or materials included in this Contract.

1.13 EXCISE TAX LIABILITY

The Contractor or Subcontractors shall be liable for payment of any state excise tax required for realty improvements under SDCL 10-46A. Pursuant to SDCL 5-18B-17 the City of Rapid City may not award a contract for the construction of a public improvement unless the City of Rapid City has verified that the Contractor has a South Dakota Contractor’s Excise Tax License pursuant to SDCL Chapter 10-46A or 10-46B.

1.14 NON-DISCRIMINATION IN EMPLOYMENT

Contracts for work described in these Documents obligate the Contractor and Subcontractors to be non-discriminatory in their employment practices.

1.15 CITY OF RAPID CITY NONDISCRIMINATION POLICY STATEMENT

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the rehabilitation act of 1973, the age discrimination act of 1975, the Americans with disabilities act of 1990, and other nondiscrimination authorities it is the policy of

City of Rapid City
300 Sixth Street
Rapid City, SD 57701-5035

to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

If you have any concerns regarding the provisions of services or employment on the basis of disability/handicap you may contact our ADA/Section 504 coordinator at telephone no. (605) 394-4136.
1.16 FEES, PERMITS AND TAXES

The Contractor shall obtain all applicable permits associated with the project. Building Permit Fees, Erosion and Sediment Control Permit Fees, Air Quality Permit Fees, Grading Permit Fees, and Inspection and Permit Fees (as covered under Section 13.04.100 for excavations, driveways and patching etc.) shall be borne by the owner. All other fees, taxes and costs shall be borne by the Contractor.

1.17 CERTIFICATION OF RESIDENT LABOR

Prior to execution of the contract, the Contractor shall certify:

A. That no more than twenty percent of the cost of labor included in the contract is being provided by nonresident subcontractors; or

B. That more than twenty percent of the cost of labor included in the contract is being provided by nonresident subcontractors because resident contractor are not available and at competitive prices.

This certification shall be provided in a form acceptable to the City of Rapid City upon request. The Contractor shall also provide any information requested by the City of Rapid City to verify the certification.

1.18 STANDARD DOCUMENTS

The City of Rapid City has determined that the provisions of the following shall not be applicable to this contract: "General Conditions of the Contract for Construction," Fourteenth Edition, by the American Institute of Architects in effect on January 1, 2020 or subsequent revisions, the "ConsensusDOCS 200 Standard Agreement and General Conditions Between Owner and Contractor," by ConsensusDOCS LLC in effect January 1, 2020 or subsequent revisions, or the "Standard General Conditions of the Construction Contract," 1990 Edition, by the Engineer's Joint Contract Documents Committee, in effect January 1, 2020 or subsequent revisions. All applicable contract provisions and specifications shall be as listed in this Notice and the Contract Documents provided.
SECTION 3
CONTRACTOR'S PROPOSAL
FOR
FURNISHING LABOR AND MATERIALS
FOR THE CONSTRUCTION OF

WELL 11 PUMP AND MOTOR REPLACEMENT
PROJECT NO. 22-2717 / CIP NO. 51363

PLACE: City Finance Office in City Hall
Rapid City, South Dakota

DATE & TIME: N/A

TO: Rapid City Council
Rapid City, South Dakota

Council Members:

In compliance with your invitation for quotes to furnish all necessary labor, tools, materials, and equipment to construct complete in all detail,

WELL 11 PUMP AND MOTOR REPLACEMENT
PROJECT NO. 22-2717 / CIP NO. 51363

complete and ready for use as shown on the detailed plans and specifications as prepared by the Engineering Services and now on file in the Office of the City Finance Director, Rapid City, South Dakota, the undersigned contractor:

(1) A Corporation organized and existing under the laws of the State of Delaware.

(2) A Partnership consisting of ________________________________.

(3) An Individual trading as ________________________________.

Of the City of ________________________________, State of ________________________________.

Having examined the detailed plans and specifications and contract with bond hereto attached, and being fully advised of the materials to be furnished and the work to be done in the construction of said

WELL 11 PUMP AND MOTOR REPLACEMENT
PROJECT NO. 22-2717 / CIP NO. 51363

does hereby propose to furnish all necessary labor, tools, materials, and equipment and do all the work as specified to fully complete said work as shown by said plans and specifications, and as shown in said Contractor's Proposal.
The within Contractor’s Proposal is based upon conditions and stipulations within the Contract Documents and shall be considered a part of this Contract as if written herein at length.

All work shall be completed in accordance with the completion date set forth in the Special Conditions and Explanation of Quote Schedules on Page 3.4. Liquidated damages, as specified in the Standard Specifications, will be charged for failure to complete the project on or before the completion date.

The contract award will be based on the lowest bid price arrived at in accordance with the Bid Schedule set forth.

The said Contractor further agrees and states that he has read the advertisement calling for bids, has studied the Contract Documents, is familiar with the terms and conditions stipulated therein, agrees to enter into the attached Contract, and acknowledges the receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addenda No.</th>
<th>Dated</th>
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<tbody>
<tr>
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<td></td>
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</table>

Layne Christensen Company
Name of Company
(Party of the Second Part)

Brian W Dellett
Authorized Representative
(Please Print)

[Signature]
Authorized Signature Date 6-17-22

Senior Account Manager
Title

Address 5810 East 77th Avenue
Commerce City, CO 80022

Phone No. 303-755-1281

FAX No. 303-755-1281

E-Mail Brian.Dellett@gcinc.com

SD Sales & Use Tax License No. 1018-5172-ET

SD Contractor’s Excise Tax License No. 1018-5172-ET
<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF ITEM</th>
<th>UNIT</th>
<th>QTY</th>
<th>UNIT PRICE IN WORDS</th>
<th>UNIT COST</th>
<th>EXTENDED COST</th>
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<td>MOBILIZATION</td>
<td>LS</td>
<td>1.00</td>
<td>Twenty five thousand seven hundred fifty</td>
<td>$25,750.00</td>
<td>$25,750.00</td>
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<td>2</td>
<td>INCIDENTAL</td>
<td>LS</td>
<td>1.00</td>
<td>Zero</td>
<td>$0</td>
<td>$0</td>
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<td>3</td>
<td>REMOVE AND DISPOSE EXIST PUMP, MOTOR, DROP PIPE, AND APURTENANCES</td>
<td>EA</td>
<td>1.00</td>
<td>Twenty one thousand sixty</td>
<td>$21,060.00</td>
<td>$21,060.00</td>
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<td>4</td>
<td>FURNISH NEW PUMP</td>
<td>EA</td>
<td>1.00</td>
<td>Seven thousand seven hundred thirty</td>
<td>$7,730.00</td>
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<td>5</td>
<td>FURNISH NEW PUMP MOTOR</td>
<td>EA</td>
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<td>Forty two thousand one hundred</td>
<td>$42,100.00</td>
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<td>6</td>
<td>FURNISH 8&quot; DIAMETER DROP PIPE</td>
<td>LF</td>
<td>510.00</td>
<td>Ninety three</td>
<td>$93.00</td>
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<td>7</td>
<td>8&quot; CHECK VALVES</td>
<td>EA</td>
<td>2.00</td>
<td>One thousand seven hundred twenty five</td>
<td>$1725.00</td>
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<td>8</td>
<td>FURNISH SUBMERSIBLE PUMP CABLE</td>
<td>LF</td>
<td>530.00</td>
<td>Seventy seven</td>
<td>$77.00</td>
<td>$40,810.00</td>
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<td>9</td>
<td>FURNISH 1/4&quot; AIR LINES (2 LINES)</td>
<td>LF</td>
<td>1,200.00</td>
<td>One</td>
<td>$1.00</td>
<td>$1200.00</td>
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<td>10</td>
<td>FURNISH TRANSDUCER AND 1&quot; CONDUIT</td>
<td>LF</td>
<td>517.00</td>
<td>Ten</td>
<td>$10.00</td>
<td>$5170.00</td>
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<tr>
<td>11</td>
<td>INSTALL PUMP, MOTOR, DROP PIPE, AND APURTENANCES</td>
<td>EA</td>
<td>1.00</td>
<td>One hundred twenty eight thousand five hundred fifty</td>
<td>$128,550.00</td>
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<td>12</td>
<td>WELL DISINFECTION</td>
<td>EA</td>
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<td>One thousand</td>
<td>$1000.00</td>
<td>$1000.00</td>
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<td>TOTAL (WORDS AND FIGURES)</td>
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<td>Three hundred twenty four thousand two hundred fifty</td>
<td>$324,250.00</td>
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Layne Christensen Company
Name of Company

Brian W Dellett, Senior Account Manager
Authorized Representative (Please Print)

Authorized Signature  6-17-22 Date
SECTION 4
CONTRACT BETWEEN
CONTRACTOR AND
CITY OF RAPID CITY

THIS AGREEMENT, made this ______ day of _____________, 2022, by and between
________________________ (Contractor), hereinafter called the Party of the Second Part,
and the City of Rapid City, South Dakota, hereinafter called the Party of the First Part, WITNESSETH:
That the Party of the Second Part and the Party of the First Part, for the consideration hereinafter named,
agree as follows:

ARTICLE 1. SCOPE OF WORK

The Party of the Second Part shall furnish all of the materials and labor and perform all of the work as
described in the specifications for the project

WELL 11 PUMP AND MOTOR REPLACEMENT
PROJECT NO. 22-2717 / CIP NO. 51363

prepared by the Engineering Services of Rapid City, South Dakota, and shall do everything required by
this Contract, Notice, Instructions, Special Conditions, Special Provisions, Detailed Specifications,
Detailed Plans, General Conditions, and Standard Specifications which are hereby made a part of the
Contract, including the following Addenda:

ADDENDUM NO. DATED

ARTICLE 2. TIME OF COMPLETION

All work shall be completed in accordance with the completion date set forth in the Special Bid
Conditions and Explanations of Bid Documents of Section 4. Liquidated damages, as specified in the
Standard Specifications, or as identified herein, will be charged for failure to complete the project on or
before the completion date as specified in the Contract Documents. Requests for time extensions shall
be made in writing to the Engineer as soon as possible before the project completion date. All time
extensions will be issued by the Owner through the Engineer and will be granted only for good cause
beyond the control of the Contract.

ARTICLE 3. CONTRACT SUM

The Party of the First Part shall pay the Party of the Second Part for the performance of the Contract,
subject to additions and deductions provided therein, in current funds as follows:

_________________________ and 00/100 Dollars

($__________)
ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Upon completion of all work under this Contract, the Individual or Department specified in Article 2 for making time extensions shall satisfy himself by examination that the test work has been finally and fully completed in accordance with the Specifications and Contract and report such completion to the Owner. The Contractor must complete and return a proper City voucher, and payment will be made on said voucher as soon as possible after approval by the Council.

ARTICLE 5. THE CONTRACT DOCUMENTS

The Notice for Bids, Proposal, Performance Bond, Insurance, Special Provisions, Special Conditions, Addenda, and the Plans and Specifications, together with this Agreement, form the Contract, and all are as fully a part of the Contract as if hereto attached or herein repeated.

The said Party of the Second Part further agrees and states that he has studied the detailed specifications and that he is familiar with the terms and conditions stipulated therein.

IN WITNESS WHEREOF: The City of Rapid City, South Dakota, Party of the First Part, its Council having duly approved this Contract, has caused this Contract to be executed in its behalf by its Mayor, thereunto duly authorized, attested thereto by its Finance Director and has hereto attached its corporate seal this __________ day of ______________________, 2022.

THE CITY OF RAPID CITY, SOUTH DAKOTA

BY __________________________

MAYOR (printed name)

________________________

MAYOR (signature)

Party of the First Part

ATTEST __________________________

City Finance Director

(SEAL)

________________________

Layne Christensen Company

NAME OF COMPANY

Party of the Second Part

________________________

BY Brian W Dellett

NAME OF REPRESENTATIVE (printed name)

________________________

NAME OF REPRESENTATIVE (signature)

Authorized Representative

Senior Account Manager

________________________

TITLE

DATE 6-17-22

ADDRESS 5810 East 77th Avenue

________________________

Commerce City, CO 80022

Well 11 Pump and Motor Replacement
Project No. 22-2717 / CIP No. 51363
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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