WELL NO. 8 PUMP REPLACEMENT 2018
PROJECT NO. 17-2421 / CIP NO. 51188

BID OPENING DATE & TIME
December 12, 2017
2:00 P.M.

CITY PROJECT MANAGER
Jesse Rieb

November 17, 2017
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SECTION 1
NOTICE FOR BIDS FOR THE FOLLOWING ITEMS

Notice is hereby given that sealed bids for furnishing materials, equipment, labor, and performing all the work for the construction of

WELL NO. 8 PUMP REPLACEMENT 2018
PROJECT NO. 17-2421 / CIP NO. 51188

in accordance with the specifications prepared by the Engineering Services, will be received by the Council of the City of Rapid City, Rapid City, South Dakota, until 2:00 P.M., December 12, 2017, and then opened and read. Bids shall be filed at the City of Rapid City Finance Office, 300 Sixth Street, Rapid City, South Dakota 57701.

The sealed bid envelope shall contain only one (1) Bidder’s Proposal and shall be marked with the words:

“Sealed Bid: Well No. 8 Pump Replacement 2018 – Project No. 17-2421 / CIP No. 51188”

Each proposal must contain a certified check, cashier’s check, or draft for five percent (5%) of the amount of the bid. Such check shall be certified or issued by either a State or National Bank and payable to the City of Rapid City, Rapid City, South Dakota, or in lieu thereof, a bid bond for ten percent (10%) of the amount bid, and such bond to be issued by a surety authorized to do business in this state and payable to the City of Rapid City, Rapid City, South Dakota, as a guarantee of the Bidder entering into a contract for the construction of the work and furnishing of a 100 percent performance bond. After this has been accomplished, the Bidder’s check or bid bond will be returned, and the checks or bonds of all unsuccessful bidders will be returned upon thirty (30) days after the bids have been opened.

Plans and specifications are on file in the office of the City Finance Officer and may be obtained at the Engineering Services Office, 300 Sixth Street, Rapid City, South Dakota, upon payment of Zero and No/100 Dollars ($0.00-) for each set. Deposits are refundable in full if plans and specifications are returned or postmarked within five (5) working days after bid opening. Plans and specifications returned after the 5-day deadline will be ineligible for deposit refund.

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. Payment shall be made in accordance with Section 2.15 of the Contract.

The City reserves the right to reject any or all bids or to waive all informalities and to accept the bid that is to the advantage of and is in the best interest of the City of Rapid City.

Pauline Sumption
City Finance Officer
SECTION 2
INFORMATION AND INSTRUCTIONS TO BIDDERS

2.1 PROPOSAL REQUIREMENTS

All proposals must be made on the forms provided in the bound copy of the Specifications and Contract Stipulations hereto attached. All proposals must be legibly written in ink, with all prices given in words and figures. The written words shall govern. No alterations in proposals or in the printed forms will be permitted by erasures or interlineation. Each proposal, in its bound form as furnished by the City, shall be enclosed in a sealed envelope, addressed to the City Finance Officer, Rapid City, South Dakota, and endorsed on the outside with the Bidder’s name and with the words:

"Sealed Bid: Well No. 8 Pump Replacement 2018
Project No. 17-2421 / CIP No. 51188"

and filed at the Owner’s office at Rapid City prior to the hour set for opening of the bids. Proposals shall be strictly in accordance with the prescribed forms. Proposals carrying riders for qualifications of the bids as submitted may be rejected. The proposals shall be based on the Contractor furnishing all of the necessary labor, tools, materials, and equipment to fully construct the work in accordance with the detailed plans and specifications covering the work.

The Bidder may attach a substitute Bid Schedule printed by a computer in lieu of completing the bound Bidder’s Proposal in ink. All of the provisions of this section must be fully complied with, with the exception that the unit bid prices on a computer-printed substitute Bidder’s Proposal need not be written in words. If a substitute Bidder’s Proposal is used, it shall be attached to the back side of the last page of the bound Bidder’s Proposal. Such computer-printed substitute Bidder’s Proposal shall include at least the following at the top of each page:

A. Letting Date
B. Project Name and Number
C. Type of Work
D. Bidder’s Name and Address

The substitute computer-printed Bidder’s Proposal shall have column headings that include the Line Number, Item Description, Unit Designation, Approximate Quantity, Unit Bid Price, and Amount Bid for each item. The Total or Gross Sum Bid shall be printed below the last bid item, with the Bidder’s name, signature in ink, and title at the end of the Bidder’s Proposal. The signature on the substitute computer-printed Bidder’s Proposal shall be the same as that on the bound proposal or the same as one of the authorized signatures in the bound proposal. The Total or Gross Sum bid shall also be written in ink in the space provided on the bound Bidder’s Proposal. In case of a discrepancy between the line number, bid item description, and/or quantity shown in the bound proposal and the substitute computer-printed Bidder’s Proposal, the bid item...
description and the quantity shown on the bound proposal shall govern over extended prices.

The page size and size of printed characters on the substitute Bidder’s Proposal shall be approximately the same as the bound Bidder’s Proposal. Solid lines for separating columns and line numbers need not be printed. Columns may be arranged either vertically or horizontally on the substitute Bidder’s Proposal. Pages must be arranged and numbered approximately the same as those contained in the bound proposal. Any irregularities which are not waived by the Council as a technicality will result in rejection of the bid.

For Corporate bidders, the Council will require evidence of the Corporate authority by resolution or affidavit of a Corporate office, such affidavit showing the corporate delegation of authority for a signature on the form Authorizing Signature of Substitute Bidder’s Proposal when it is other than authorized Corporate Officer. This must be attached to the proposal.

Each proposal for this contract shall, as a guarantee of good faith on the part of the Bidder, be accompanied by a certified check or cashier’s check or draft for five percent (5%) of the amount of the bid, such check to be certified or issued by either a state or national bank and payable to the City of Rapid City, South Dakota, or in lieu thereof, a bid bond for ten percent (10%) of the amount bid, such bond to be issued by a surety authorized to do business in this State, payable to the City of Rapid City, South Dakota, as a guarantee of the Bidder entering into a contract for the construction of the work and furnishing of a 100 percent Performance Bond.

The proposal guarantee shall be made payable, without conditions, to the City of Rapid City. The check will be retained by, and forfeited to, said Owner if such proposal is accepted and the contract awarded and the Bidder fails to enter into the prescribed contract and furnish the specified bond within ten (10) days after the award is made by the Owner.

Each proposal must be signed in ink by the Bidder with his full name and full address. In the case of a firm, the name and residence of each member must be inserted and, in case the proposal is submitted by or in behalf of a Corporation, it must be signed in the name of such Corporation by an official authorized to bind the Bidder. The Bidder should include his phone number, FAX number, e-mail address, South Dakota Sales & Use Tax License Number and South Dakota Contractor’s Excise Tax License Number in the spaces provided.

No Bidder may submit more than one proposal. Two or more proposals under different names will not be received from one firm or association.

2.2 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation shall be in writing and addressed to the Project Manager: Jesse Rieb; City of Rapid City, 300 Sixth Street, Rapid City, SD 57701 or jesse.rieb@rcgov.org, and must be received at least five (5)
days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be made to all prospective bidders by one of the following methods, by First Class Mail to the address furnished by the prospective bidder, by personal delivery to the prospective bidder, by facsimile to the number provided by the prospective bidder, or by electronic mail to the address furnished by the prospective bidder. All addenda so issued shall become part of the contract documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from the requirement that its bid, as submitted, be consistent with any such addendum or interpretation.

2.3 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 Bidder to satisfy the Owner of his ability to execute the work within the stipulated time.

2.4 MODIFICATION OF BIDS

No modification of bids already submitted will be considered unless such modifications are received prior to the hour set for opening. Telegraphic modifications will be rejected unless they conform to S.D.C.L. 5-18-8 and are confirmed in writing over signature of the Bidder within forty-eight (48) hours of the time set.

2.5 WITHDRAWAL OF BID

A Bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted. Proposals may be withdrawn by letter, telegraphic communication, or in person before the time specified in the advertised notice. No Bidder may withdraw a proposal after the date and hour set for bid opening as noted in the advertised notice.

2.6 QUALIFICATIONS OF BIDDERS

To demonstrate that the Bidder has the financial responsibility, experience, capacity, ability, and integrity to perform the work in accordance with the contract documents, each Bidder 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 will be considered to determine the lowest responsible bid:

Whether the Bidder 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.
No Bidder will be acceptable if he is engaged in any other work which impairs his ability to meet all requirements herein stipulated.

2.7 REJECTION OF BIDS

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 bids.

2.8 RETURN OF PROPOSAL GUARANTEE

The bid check or bond may be retained for a period not to exceed 30 days, pending the approval and award of contract by the Owner. The check or bond of the successful Bidder which has been retained will be returned when the Contractor to whom the contract has been awarded has furnished and filed the necessary number of signed contracts and bonds with the Owner and when the executed contract and bond have been approved by the Owner as to final execution.

2.9 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.

2.10 BOUND COPY OF CONTRACT DOCUMENT

None of the Notice for Bids, Instructions to Bidders, Proposal, Insurance, Performance Bond, Special Provisions, Special Conditions, Detailed Specifications, or Addenda shall be removed from the bound copy of the Contract Documents prior to filing same.

2.11 CONTRACT AWARD

Award of the contract will be to the lowest responsible bidder. Owner reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Bid amount written in words shall take precedence over bid amount written in numbers.

In bid evaluation, Owner shall consider the qualifications of the bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices if requested in the bid forms. It is the Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the bid forms, but the Owner may accept them in any order or combination.
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 bid and to establish the responsibility, qualifications, financial ability, and technical expertise of the bidders, 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 bid of any bidder 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 bidder 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 successful bidder a Notice of Award within thirty (30) days after the day of the bid opening.

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 bidders have been examined, the Bidder 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.

2.12 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.

2.13 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.
2.14 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.

2.15 BASIS OF PAYMENT

Method of payment for the work will be as outlined in Sections 2.15, 2.16 and 2.17. Method of payment under this contract will be as checked below:

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

2.16 PAYMENT FOR MATERIALS ON SITE

Consideration of partial or full payments of materials on site (Section 2.15) within this contract will be as indicated and checked below:

   (a) Yes - Payments will be considered  XXXXX
   (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 bid 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.

2.17 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.

2.18 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 with the Department of Revenue and Regulation that the Contractor has a South Dakota Contractor's Excise Tax License pursuant to SDCL chapter 10-46A or 10-46B.

2.19 RESIDENTIAL PREFERENCE

A contract let by the City for any public work or improvement of any character shall be to the lowest responsible bidder. However, a South Dakota bidder shall be allowed a preference on a contract against the bid of any bidder from any other state which enforces or has a preference for resident bidders. The amount of the preference given to the resident bidder shall be equal to the preference in the other state.

2.20 NON-DISCRIMINATION IN EMPLOYMENT

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

2.21 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.

2.22 FEES, PERMITS AND TAXES

The Contractor shall obtain all applicable permits associated with the project. Building Permit Fees, Drainage Basin Fees, Erosion and Sediment Control Permit Fees, Air Quality 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.

2.23 CERTIFICATION OF RESIDENT LABOR

Prior to execution of the contract, the apparent low bidder 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. The apparent low bidder shall also provide any information requested by the City of Rapid City to verify the certification.

2.24 STANDARD DOCUMENTS

This 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, 2010, the "ConsensusDOCS 200 Standard Agreement and General Conditions Between Owner and Contractor," by ConsensusDOCS LLC in effect January 1, 2010, or the "Standard General Conditions of the Construction Contract," 1990 Edition, by the Engineer's Joint Contract Documents Committee, in effect January 1, 2010. All applicable contract provisions and specifications shall be as listed in this Notice and the Contract Documents provided.

2.25 PRE-BID CONFERENCE

All Bidders on this project should attend the pre-bid conference to be held at the following time and place. Interested contractors will have an opportunity to gain a full knowledge of the work involved, the bidding procedure, and other information required to prepare and submit their bid.

December 5, 2017 at 11:30 AM
Hilton Conference Room
Second Floor – City School Administration Center
300 Sixth Street
Rapid City, South Dakota
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Wyoming Financial Insurance
542 Running W Dr
Gillette, WY 82718

CONTACT
Tara Scheffelmaer
PHONE: (307) 866-0313 3171
FAX: (307) 687-1473
ADDRESS: tscheffelmaer@wercs.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Travelers Indemnity Company of America 25666
INSURER B: Travelers Property Casualty Company of America 25674

INSURED
Weston Engineering, Inc
Frank Coy/Jerry Hunt
PO Box 260
Upton, WY 82730

COVERAGES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Only Employer’s Liability/Stop Gap applies to the Work Comp Policy shown.

Water well drilling, engineering, geologists When written contract or agreement is in place, additional insured applies under the General and Auto Liability. 30 day notice of cancellation with 10 day notice for non-pay.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tara Scheffelmaer

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SECTION 4
BIDDER'S PROPOSAL
FOR
FURNISHING LABOR AND MATERIALS
FOR THE CONSTRUCTION OF

WELL NO. 8 PUMP REPLACEMENT 2018
PROJECT NO. 17-2421 / CIP NO. 51188

PLACE: City Finance Office in City/School Administration Center
        Rapid City, South Dakota

DATE & TIME: December 12, 2017 at 2:00 P.M.

TO: Rapid City Council
    Rapid City, South Dakota

Council Members:

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

WELL NO. 8 PUMP REPLACEMENT 2018
PROJECT NO. 17-2421 / CIP NO. 51188

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 Officer, Rapid City,
South Dakota, the undersigned Bidder:

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

(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 NO. 8 PUMP REPLACEMENT 2018
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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 Bidder's Proposal.
The within Bidder’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 Bid Conditions and Explanation of Bid Documents on Page 4.4. 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 Bidder 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:

Addenda No. 1

Dated 12/18/17

Weston Engineering, Inc.
Name of Company
(Party of the Second Part)

Jerry Hunt
Authorized Representative
(Please Print)

Authorized Signature

Sec-Treas
Title

Address P.O. Box 240
Upton, WY 82730

Phone No. 307-468-2427

FAX No. 307-468-2547

E-Mail jerry@westonengineering.com

SD Sales & Use Tax License No. 73-001-830240969E-ST-002
SD Contractor’s Excise Tax License No. 73-001-830240969E ET-001
<table>
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<th>Unit Cost</th>
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<td>Mobilization</td>
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<td>Remove Well Pump and Accessories</td>
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<td>Install Well Pump and Accessories</td>
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<td>1</td>
<td>Seven Hundred Fifty Dollar</td>
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TOTAL BID (WORDS AND FIGURES)

Sixty-One Thousand Seven Hundred Ninety Dollars and Seventy-Five Cents

$61,790 75

Weston Engineering, Inc.
Name of Company

JERRY HUNT
Authorized Representative

Authorized Signature Date

Well No. 8 Pump Replacement 2018
Project No. 17-2124/ CIP No. 51188
1. All work shall be complete within 90 days of issuance of Notice to Proceed. Liquidated damages, as specified in the Rapid City Standard Specifications, will be charged for failure to complete the project on or before the completion date.

2. Bids shall include sales tax and all other applicable taxes and fees.

3. Bid quantities for unit price contract items are approximate, and are being used to canvass bids only. Payment will be made for actual work completed in accordance with payment conditions explained in the specifications.

4. In the case of an error in extension of a unit price to an item total, the unit price shall govern, and the corrected item total used in evaluating bids. In case of an error in summation of bid item totals for a total bid, the corrected summation will govern over the incorrect bid total shown.

5. Bid award will be made to the lowest responsive and responsible bidder.
SECTION 5
CONTRACT BETWEEN
CONTRACTOR AND
CITY OF RAPID CITY

THIS AGREEMENT, made this 18th day of December, 2017, by and between Weston Engineering, Inc. (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 NO. 8 PUMP REPLACEMENT 2018
PROJECT NO. 17-2421 / CIP NO. 51188

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. 1
DATED December 8, 2017

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, 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:

Sixth-One Thousand Seven Hundred Ninety and 75/100 Dollars
($61,790.75)
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, Instructions to Bidders, 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 Officer and has hereto attached its corporate seal this ______ day of __________________________, 2017.

THE CITY OF RAPID CITY, SOUTH DAKOTA

BY ________________________________

MAYOR

Party of the First Part

ATTEST ________________________________

City Finance Officer

WESTON ENGINEERING, INC.

Party of the Second Part

BY ________________________________

Authorized Representative

Secretary-Treasurer

TITLE

DATE ________________________________

ADDRESS PO Box 260

Upton, WY 82730
SECTION 6
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

Weston Engineering, Inc.

Principal, and United Fire & Casualty and Company

SURETY COMPANY with General Offices in

Cedar Rapids ____________, a Corporation organized under the laws of

the State of IA ____________, and authorized to transact business in the State of

South Dakota as Surety, are held and firmly bound unto the CITY OF RAPID CITY, SOUTH

DAKOTA, in the penal sum of Sixty-one thousand, seven hundred ninety dollars and 75/100

($ 61,790.75 ** ), lawful money of the United States, in payment of which sum well and

truly to be made, the said Principal and Surety bind themselves, their successors, and assigns,

jointly and severally, firmly by these presents.

Signed, sealed, and delivered this 29th day of December ____________, 2017.

WHEREAS, said Principal has entered into a written contract with the Obligee dated

December 29th ____________, 2017 for

WELL NO. 8 PUMP REPLACEMENT 2018
PROJECT NO. 17-2421 / CIP NO. 51188

and shall be in accordance with the detailed plans and specifications on file in the offices of the

City Finance Officer of said City, a copy of which contract is attached hereto and made a part

hereof.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform

and abide by said contract and each and every covenant, condition, and part thereof and shall

carry out all obligations resting upon said Principal by the terms of said contract, specifications,

and detailed plans; and if the said Principal shall pay to said City all sums due or which may

become due by the terms of said contract, as well as by reason of any violations thereof by said

Principal; and if said Principal shall promptly pay, or cause to be paid, all labor bills, including

the hire, rental, or lease of equipment or machinery and the operators thereof used on the work

and all bills for materials, lubricants, oils, and gasoline used in or consumed in the construction

of such work and for all labor performed in such work, whether by subcontract or otherwise; and

if said Principal shall protect and save harmless said City from all loss, damages, and expense

to life or property suffered or sustained by any person, firm, or corporation, caused by said

Principal or its agents, servants, or employees in the construction of said work; or by or in

consequence of any negligence, carelessness, or misconduct in guarding and protecting the

same, or from any act or omission of the said Principal or its agents, servants, or employees;

and if the said Principal shall protect and save harmless said City from all suits and claims of

infringement or alleged infringement of patent rights or processes; and if, for and during a

period of two (2) years from and immediately following the completion of said Contract and the

acceptance thereof by said City, the said Principal shall pay, or cause to be paid, to said City all
damage, loss, and expense which may occur to the said City by reason of defective materials used or by reason of defective workmanship done in the furnishing of materials for and the construction of the said work and compliance with S.D.C.L. 5-21-3 and S.D.C.L. 10-46-5, if applicable; and if said Principal shall save and hold harmless said City from all damages, loss, and expense occasioned by any failure whatsoever of the said Principal, then this obligation shall be null and void; otherwise to be and remain in full force and effect in law.

If the Principal shall fail or neglect to pay any person, firm, or corporation for labor bills, including the hire, rental, or lease of equipment or machinery, and the operators thereof, used on the work or materials employed or used by said Principal in carrying forward, performing, and completing said Contract within thirty (30) days after the same becomes due and payable, such persons, firms, or corporations entitled to such pay may sue and recover on this bond form said sureties or either of them the amount so due and unpaid them.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition by the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, the day and year first above written.

Weston Engineering, Inc.

BY: ____________________________

United Fire & Casualty Company
SURETY COMPANY

BY: ____________________________

Danielle R. Capps ATTORNEY-IN-FACT

(SEAL)

(Accompany this Bond with Attorney-in-fact's authority from the company.)

This Bond and surety approved this 19th day of January, 2018.
KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint Daniell R. Casper their true and lawful Attorney-in-Fact with power and authority hereby conferred to sign, seal and execute in behalf of all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $100,000,000.00.

Surety Bond Number 54204200
Principal: Weston Engineering, Inc.
Obligee: City of Rapid City and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaws adopted on May 15, 2013 by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its president and its corporate seal to be hereunto affixed this 25th day of June, 2015.

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richman
Vice President

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGI NALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.

By: David A. Lange
Secretary, UF&C
Assistant Secretary, UF&I/FPIC

Judith A. Davis
Iowa Notarial Seal
Commission number 173041
My Commission Expires 04/23/2018

Notary Public
My commission expires: 04/23/2018
SECTION 7
GENERAL CONDITIONS

7.1 DEFINITIONS AND TERMS

That whenever any word or expression defined herein, or pronoun used in its stead, occurs in these specifications or other Contract documents, it shall have and is mutually understood to have the meaning herein given:

A. "Addendum" or "Addenda" shall mean a change or changes to the bid proposal documents issued by the City of Rapid City prior to the time of opening of the proposals.

B. "Advertisement" shall mean the public announcement inviting bids for work to be performed or materials to be provided.

C. "Award" shall mean the acceptance of a bid proposal by the City of Rapid City Council.

D. "Bidder" shall mean the individual, partnership, firm, corporation, or an acceptable combination thereof, such as a joint venture that is submitting a proposal.

E. "Bid Proposal", "Bid" or "Proposal" shall mean the written offer of a bidder, on the prescribed form, to perform the work at the prices quoted.

F. "Bid Schedule" shall mean the list of bid items, together with estimated quantities appearing in the proposal form.

G. "Calendar Day(s)," unless herein otherwise expressly defined, shall mean a day or days of twenty-four hours each, beginning and ending at midnight.

H. "Change Order" shall mean a written order issued by the Engineer to the Contractor, covering changes in the plans, specifications, or quantities within the scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

I. "Contract" or "Contract Documents" shall mean the written agreement between the Owner and the Contractor setting forth the obligations of the parties for the performance of the prescribed work.

The Contract shall include: Notice for Bids; Instructions to Bidders; Bid Proposal; Contract Form and Contract Bond; Notices; Insurance; Performance Bond; Special Conditions; General Conditions; Special Provisions; Standard Specifications;
Detailed Specifications; Standard Drawings; Detailed Plans; Plans Drawings; Addendum; Change Orders; and agreements that are required to complete construction of the work, all of which constitute one instrument.

Detailed plans and/or specifications that are furnished by the Contractor to clarify or define the Owners contract must be approved by the Engineer prior to use. Upon approval, said plans and/or specifications shall be considered a part of this Contract.

J. "Contract Item", "Bid Item" or "Pay Item" shall mean a specific unit of work for which a price is provide in the Contract.

K. "Contract Performance Bond" shall mean the security executed by the Contractor and furnished to the Owner to guarantee performance of the work in accordance with the Contract.

L. "Contract Time" or "Contract Days" shall mean the number of working days allowed for performance and completion of the Contract or date work is to be completed, as stated in the Proposal and Contract.

M. "Contractor", "Prime Contractor" or the words "Party of the Second Part" shall mean the individual, partnership, firm, corporation, or joint venture contracting with the City of Rapid City for performance of the prescribed work covered by the Contract and his duly authorized agents or legal representatives.

N. "Contract Date" or words equivalent thereto, shall mean the date upon which this Contract, executed by the Contractor, is signed by the Owner.

O. "Delay" shall mean an increase in the time required for completion of the contract work beyond that originally contemplated by the parties at the time the Contract was signed.

P. "Excusable Delay" shall mean unforeseeable delay, which excuses the Contractor's obligation to complete the work on time by extending performance time for contractually specified reasons.

Q. “Inexcusable Delay” shall mean delay for which the Contractor is not entitled to a time extension or monetary compensation and may even be liable in damages to the Owner.

R. “Compensable Delay” shall mean delay for which the Owner is liable in damages to the Contractor. Compensable delay is a subcategory of excusable delay, since all compensable delays will also be excusable delays. However, not all excusable delay is compensable.

S. "Engineer" shall mean the Director of Public Works, who has been employed by the Owner for this work, acting directly or through his duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them, responsible for engineering inspection of the Contract work.
T. "Equipment" shall mean any machinery, tools, implements or apparatus together with supplies for maintenance and upkeep, necessary for the construction and completion of the Contract work.

U. "Extra Work" shall mean an item of work not provided for in the Contract as awarded, but found by the Engineer to be essential to the satisfactory completion of the Contract within its intended scope.

V. "Holiday" shall mean the first day of January, commonly known as New Year's Day; the Friday immediately preceding Easter, commonly known as Good Friday; the last Monday in May, commonly known as Memorial Day; the fourth day of July, commonly known as Independence Day; the first Monday in September, commonly known as Labor Day; the eleventh day of November, commonly known as Veteran's Day; the fourth Thursday in November, commonly known as Thanksgiving Day; the Friday immediately following Thanksgiving Day; the twenty-fifth of December, commonly known as Christmas Day; and any other day declared by the City to be a holiday.

If the day of observance of the foregoing holidays is changed by enacted laws of the State of South Dakota, such day will be the day of observance of such holiday. Whenever any of the foregoing holidays fall on Sunday, the Monday immediately following shall also be observed as a holiday. Whenever any of the foregoing holidays fall on Saturday, the Friday immediately preceding shall also be observed as a holiday. Saturdays and Sundays will be considered the same as Holidays.

W. "Incidental Items" or "Incidental Work" shall mean items of work, as shown on the plans and/or in the specifications, for which there are no bid items in the Bidder's Proposal. If no bid item for "Incidental Work" is included in the bid proposal, the cost of these items shall be included in the contract bid price for related work items.

If a bid item for "Incidental Work" is included in the bid proposal, such work shall be included as a part of this work item.

X. "Inspector" shall mean the engineer's authorized representative or representatives assigned to make detailed inspections of contract performance, limited to the particular duties entrusted to them.

Z. "Owner", "City", "City of Rapid City", or "Party of the First Part" shall mean the City of Rapid City acting through its authorized representatives.

AA. "Materials" shall mean substances specified for use in the construction of the project.

AB. "Notice to Proceed" shall mean the written authorization to begin work on the project.

AC. The "Plans" shall mean the Contract drawings which show the location, character, and dimensions of the prescribed work, including layouts, profiles, cross sections, and all drawings submitted by the successful bidder with his Proposal and by the
Contractor to the Owner, if and when approved by the Engineer; and all drawings submitted by the Owner to the Contractor during the progress of the work, as provided for herein.

AD. "Project" shall mean the specific section of street, road, property together with all appurtenances and construction to be performed under the Contract.

AE. "Provide" shall be interpreted to mean both furnish and install.

AF. "Special Provisions" shall mean additions and revisions to the standard and supplemental specifications applicable to the individual project.

AG. "Specialty Items" shall mean those items of work specified in the proposal requiring special equipment, materials, or skills not normally required in typical construction work.

AH. "Specifications" is a general term applied to all directions, provisions, and requirements pertaining to performance of the work.

AI. "Standard Specifications" is the book of specifications approved by the Owner for general applications and repetitive use.

AJ. "Subcontractor" shall mean an individual, partnership, firm, corporation, or joint venture, to which the Contractor sublets a portion of the Contract.

AK. "Submittals" shall include all drawings, diagrams, descriptive literature, illustrations, instructions, schedules, safety plans, operating plans, performance and test data, product data sheets, material safety data sheets, and similar materials prepared by the Contractor or a supplier to illustrate material or equipment or some portion of the work.

AL. "Substantial Completion" shall mean: a) the Contractor is prosecuting the remaining work in a manner satisfactory to the Engineer; b) the project is or could be used for the purposes intended; and c) pedestrian or vehicular traffic will not be inconvenienced by prosecution of the remaining work.

AM. "Superintendent" shall mean the Contractor's authorized representative in responsible charge of all of the Contract work.

AN. "Supplemental Specifications" shall mean approved additions and revisions to the Standard Specifications.

AO. "Work" shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project.

AP. "Working Day" shall mean a calendar day, other than holidays or Sundays, except as permitted in writing by the Engineer, on which weather and other conditions not under the control of the Contractor will permit construction operations to proceed for
at least five (5) hours, with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.

AQ. "Written Notice" shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

That whenever in these Contract documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirements, permission, or allowance of the Owner and the Engineer is intended.

Similarly, the words "approve," "reasonable," "suitable," or "acceptable," otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.

7.2 ABBREVIATIONS

Whenever the following abbreviations are used in these specifications or on other Contract Documents, they are to be construed the same as the respective expressions and to mean the code or standard that is in effect at the date of advertisement for bids:

AAN American Association of Nurserymen
AAR Association of American Railroads
AASHTO American Association of State Highway and Transportation Officials
AGC Associated General Contractors of America
AIA American Institute of Architects
AISC American Institute of Steel Construction
AISI American Iron and Steel Institute
ANSI American National Standards Institute
ARA American Railway Association
AREA American Railway Engineering Association
ASCE American Society of Civil Engineers
ASLA American Society of Landscape Architects
ASTM American Society for Testing and Materials
AWPA American Wood Preservers' Association
AWWA American Water Works Association
AWS American Welding Society
FHWA Federal Highway Association
FAA Federal Aviation Administration
FSS Federal Specifications and Standards
GSA General Services Administration
ICC Interstate Commerce Commission
IPECA Insulated Power Cable Engineer's Association
ITE Institute of Transportation Engineers
MUTCD Manual of Uniform Traffic Control Devices
7.3 SUBHEADINGS AND TITLES

The titles or subheadings used in this contract and on the contract plans and drawings and in the specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

7.4 NATURE AND LOCATION OF WORK

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character of equipment and facilities needed preliminary to and during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract.

7.5 VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of the Contract Documents shall supersede all verbal statements of the Engineer or other representatives of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever the written Contract.

7.6 SCOPE, NATURE, AND INTENT OF CONTRACT PLANS AND SPECIFICATIONS

The Contractor shall, in good and first-class workmanlike manner, and at his own cost and expense, furnish all of the labor, tools, materials, and equipment necessary to complete, ready for use, all of the work as designated and as described by the Contract Documents on file with the Finance Officer of the City of Rapid City, Rapid City, South Dakota.

The said specifications, plans, and contract are intended to supplement, but not necessarily duplicate, each other and together constitute one complete set, so that any work covered in the one and not in the other shall be executed just as if it had been set forth in the Contract, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer. It is understood and
agreed that the work shall be performed and completed according to the true spirit, meaning, and intent, of the contract and specifications.

The Contractor agrees that in undertaking to complete the work within the time herein fixed, he has taken into consideration and made allowances for all of the ordinary delays and hindrances incidental to such work, whether or not growing out of delays in securing materials or equipment. Compensation for delays due to no fault of the Contractor may be negotiated.

The Contractor also agrees that all time limits stated in the Contract Documents are of the essence of the Contract.

All the work shall be done under the direct observation of the Engineer and to the entire satisfaction of the Engineer and the Owner and in accordance with the laws of the State of South Dakota and the Ordinances and Codes of the City of Rapid City.

7.7 DUTIES AND POWERS OF INSPECTORS

Properly authorized inspectors shall be considered to be the representatives of the Engineer, limited to the duties and powers entrusted to him. It shall be their duty to inspect the materials and workmanship of those portions of the work to which they are assigned, either individually or collectively, under instructions of the Engineer and to report any and all deviations from the plans, specifications, and other contract provisions which may come to their notice. Any Inspector shall have the right to order the work entrusted to his supervision stopped if in his opinion such action becomes necessary, until the Engineer is notified and he has determined and ordered that the work shall proceed in due fulfillment of all contract requirements. The Engineer and his representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

7.8 SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute an acceptance of the other contractors work as fit and proper for the reception of his work, except as to defects which may develop in the other contractors work after the execution of his work.
To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the Drawings.

7.9 CONTRACT EXECUTION

The Bidder agrees that he will execute the contract in accordance with the proposal as accepted and secure and furnish the required bonds and insurance within ten (10) calendar days from the date of mailing of said notice of bid award to him at his address as given on the proposal or within such additional time as may be allowed by the Engineer; and that, upon his failure or refusal to do so within said time, the certified or cashier's check or bidder's bond accompanying this bid and the money payable thereon shall be forfeited to and become the property of the City of Rapid City as liquidated damages for such failure or refusal.

7.10 COPIES OF CONTRACT

Not less than four (4) copies (and as many more as may be required) of the bound volumes of the proposal, contract, and specifications shall be prepared, each shall contain an exact copy of the Contract signed by both parties thereto. Two (2) executed copies shall be filed with the City. Additional copies shall be filed where and as may be required.

7.11 RESPONSIBILITY OF CONTRACTOR

General Responsibility: The Contractor shall furnish all transportation, ways, works, machinery, and plant, and all suitable appliances required for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall be fully responsible for the materials and equipment used for the work and for safeguarding the work against damage or destruction until its final acceptance by the Engineer. The Contractor agrees to make no claims for damage to the work prior to final acceptance and will make no claims for damage to the materials except through negligence or willful act of the Owner.

Before the completion and acceptance of this Contract shall be made good by him, he shall be solely answerable for all damage to the Owner or the property of the Owner; to other Contractors, or other employees of the Owner; to the neighboring premises or to any private or personal property due to improper, illegal, or negligent conduct of himself or his subcontractors; employees or agents in and about said work or in the execution of the work covered by this Contract or any extra work undertaken herein provided; or to any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery or plant. He shall indemnify and save harmless the Owner and its officers and agents from all claims relating to labor, materials, and methods used in executing the work.
7.12 PERSONS IN RESPONSIBLE CHARGE

The Contractor shall have on the site at all times a superintendent or a person in his employ who shall be in responsible charge of all work. The Contractor shall, in writing, give the Engineer the name of the person in responsible charge prior to beginning any work. Changes of persons in responsible charge during the course of performing the work shall be submitted, in writing, to the Engineer prior to instituting the change.

7.13 ORDER OF COMPLETION OF WORK

The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Engineer, commence the work to be done under this contract; and the rate of progress shall be such that work shall have been completed in accordance with the terms of this Contract, on or before the date of completion named in the proposal hereof.

7.14 CONTRACTOR TO CHECK SPECIFICATIONS AND SCHEDULE

The Contractor shall check all specifications, quantities, and schedules given to him by the Engineer and shall, upon discovery, notify the Engineer in writing of any discrepancy which he may discover between the plans and specifications or between either plans and specifications and physical site conditions; or if he observes site conditions not usually encountered on this type of work; or if he believes the plans and specifications require work which would violate laws, ordinances, or codes. Failure to follow this procedure shall preclude the Contractor from making any claim for damages resulting from the alleged discrepancy.

Should anything be omitted from the specifications, plans, and/or contract which is necessary to the clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. Failure to request written instructions shall constitute a waiver to any and all claims associated with the omission or conflict.

The Contractor will not be allowed to take advantage of any error or omission in the plans, specifications or contract documents, as full written instructions will be furnished by the Engineer, should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.
7.15 CALCULATED DIMENSIONS TO GOVERN

In case of discrepancy, calculated dimensions will govern over scaled dimensions.

7.16 DRAWINGS FURNISHED BY CONTRACTOR

The Contractor shall supply such working specifications and drawings of devices, castings and composite materials to be furnished under this Contract as are called for herein or are required by the Engineer to make clear the details of equipment and of devices.

7.17 PATENTS

It is further agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that might be instituted at any time against the Owner for infringement or alleged infringement of any patent or patents involved in the work; and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suits or claims remain unsettled.

7.18 INDEMNITY

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it and this shall include acts or omission of subcontractor.

The Contractor shall, and is hereby authorized to, maintain any part for such insurance, issued in the name of the Owner, as will protect the Owner from his contingent liability under this Contract, and the Owners right to enforce against the Contractor any provision of this Section shall be contingent upon the full compliance by the Owner with the terms of applicable insurance policy or policies, a copy of which shall be deposited with the Owner.
7.19 INSURANCE

The Contractor shall secure policies of insurance in amounts, form and companies satisfactory to the Owner, and as specified in Forms A & B of the Contract.

7.20 GUARANTEES

The Contractor and any sureties under the Performance Bond guarantee to complete the project as specified and agree that loss as a result of any occurrence including acts of God, shall not relieve them of their obligation.

7.21 CONTRACTOR LIABILITY INSURANCE

The Contractor shall maintain insurance as will protect him from claims under Workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from or by any subcontractor or anyone directly or indirectly employed by either of them.

7.22 PERFORMANCE BOND

The surety bond executed by the Contractor, issued to the Owner, shall be a guarantee:

A. For the faithful performance and completion of the work in strict accordance with the terms of the contract, specifications, and detailed plans;

B. For the payment to the Owner of all sums due or which may become due by the terms of the contract; as well as by reason of any violation thereof by the Contractor;

C. For the payment of all bills, including the hire, rental or lease of equipment or machinery, and the operators thereof, used on the work, and for all materials, lubricants, oils and gasoline used in or consumed in the construction of such work and for all labor performed in such work whether by sub-contract or otherwise;

D. The payment of any and all judgments and costs of suits and actions brought against the Owner or officials thereof, for any cause whatsoever, arising from or on account of any injuries or damages to life or property suffered or sustained by any person, firm or corporation, caused by the Contractor, his or its agents, servants or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding or protecting the same, or any act or omission of the said Contractor his agents, servants, employees;

E. And for the protection of the Owner against all suits and claims for infringements or alleged infringements of patent rights processes.
This section shall in no way be construed as limiting the obligation under the Performance Bond actually furnished, but may be an addition thereto.

The Owner agrees to mail a notice to the Contractor, calling his attention to any failure to comply with the requirements of the bond, not more than ten (10) days before notifying his bondsmen of such failure to comply with the terms of said bond.

7.23 UNEMPLOYMENT COMPENSATION

The Contractor to whom the Contract is awarded, will pay the Department of Manpower Affairs of South Dakota, all contributions and interest due under the Unemployment Compensation Law of South Dakota. Further, it is required that the Contractor furnish a certificate, prior to final payment, from the Department of Manpower Affairs that all contributions and interest due to the department in performance of that Contract have been paid.

7.24 DISCRIMINATION

The Contractor will not discriminate against any employee or applicant for employment because of race, sex, creed, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, sex, creed, color, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the City, that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color, or national origin.

The Contractor will send, to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, of the rules, regulations, and relevant orders of the Secretary of Labor.
The Contractor will furnish all information and reports required by Executive order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of Section 7.21 in every subcontract or purchase order unless exemption by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved, in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States and the City to enter into such litigation to protect the interest of the United States and the City.

7.25 LABOR AND DISMISSAL OF EMPLOYEES

The Contractor shall employ only persons who are competent and skillful in their respective lines of work, and local labor shall be given preference. Whenever the Engineer shall notify the Contractor that any person on the work is, in his opinion, incompetent, unfaithful, disorderly or under the influence of intoxicating substances, or refuses to carry out the provisions of this contract or uses threatening or abusive language to any persons, shall be immediately discharged from the work and shall not be re-employed thereon except with the consent of the Engineer.

7.26 LAWS AND ORDINANCE

The Contractor shall keep himself fully informed of all existing and current regulations of the Owner, and County, State, and National Laws which in any way limit or control the actions or operations of those engaged upon the work, or affecting the materials supplied to or by them. He shall at all times observe and comply with, all ordinances, laws, rules and regulations and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same. The Contractor shall give all notices and comply with all laws, ordinances,
rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Engineer, he shall bear all costs arising therefrom. Such performance shall constitute a waiver of any and all claims associated with the work.

7.27 PERMITS AND LICENSES

Unless otherwise specified, permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

7.28 DIRT/DUST CONTROL

All activities associated with this contract shall conform to Pennington County Ordinance #12, "Fugitive Dust Regulation." The Contractor shall obtain a dust control permit from the County Planning Office and furnish a copy to the Owner before beginning work on the project.

The Contractor shall make every reasonable effort to minimize fugitive dirt or dust as a result of construction activities. The Engineer may require the Contractor to water or take other actions necessary to prevent blowing dirt and/or dust and other nuisance conditions, at no additional cost to the Owner.

Upon substantial completion of construction at a given site or at any time prior to final project acceptance as directed by the Engineer, the Contractor shall clean up the project area(s) and remove all dirt and debris from the street and sidewalk surfaces to the satisfaction of the Engineer. In general, removal of the dirt and debris shall be conducted in such a way and/or at such a time as to minimize nuisance conditions of dirt and dust in the air, on vehicles, sidewalks, and buildings.

Specifically, the streets shall be swept with an approved, enclosed mechanical or vacuum-type sweeper, which picks up the dirt and debris and stores it for hauling and disposal off-site. The Contractor shall utilize a private sweeper whenever possible. However, he may request that the City Street Department do the sweeping if a private sweeper is not available when required. When the Contractor elects to utilize the City sweeper, he shall give the Engineer at least 72 hours’ notice prior to the time the sweeper is desired. If the City sweeper is utilized, the City Street Department will then bill the Contractor for the use of the sweeper at the current hourly rate for sweeper and operator. If, in the opinion of the Engineer, the Contractor fails to make reasonable effort to minimize fugitive dust as a result of his construction activities, or refuses to take action when requested by the Engineer, the Engineer may elect to schedule the City sweeper
to provide cleanup. The City street Department will bill the Contractor at one and one-half times (1 1/2) the current hourly rate for the sweeper and operator.

7.29 CLAIMS AND DAMAGES

Any claim for damage arising under this contract shall be made in writing to the party liable within ten (10) calendar days of the first observance of such damage, except as expressly stipulated otherwise, and shall be adjusted by agreement or by arbitration. Failure to comply with the notice requirement will result in denial of the claim.

In general, the Contractor may not recover for claims, which did not impact the critical path of the project.

The Contractor shall document his claim(s) in the following manner:

A. Provide an introduction and summary.

B. Provide a listing and explanation of subsurface information available in the bidding documents and/or through a reasonable site investigation.

C. Provide a report of the Contractor's site investigation.

D. Explain the conditions actually encountered.

E. Discuss the difference between actually encountered and anticipated conditions with emphasis on the impact of such things as delay, interference, disruption, changes in construction methods, and additional direct labor and equipment requirements.

F. Summarize the applicable laws and/or contract clauses.

G. Set forth the time extension claim with rational, detailed calculations.

H. Set forth the cost claim broken down to the smallest elements possible.

7.30 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.
7.31 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 will be as indicated in Section 2.20 of the Contract. The Contractor shall be liable to pay all Federal, State, County, or local taxes required for labor and/or materials included in this Contract.

7.32 WORK MODIFICATIONS

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to verbally make minor changes in the work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered and approved by the Council.

The value of any such extra work or change shall be determined in one or more of the following ways:

(a) By estimate and acceptance in a lump sum.
(b) By unit prices named in the Contract or subsequently agreed upon.
(c) By cost and percentage or by cost and a fixed fee.

If none of these methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (c), he shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with vouchers. In any case, the Engineer shall certify to the amount including reasonable allowance for overhead and profit, due to the contract, or pending final determination of value, payments on account of changes shall be made on the Engineer's Estimate. Work done on a Force Account basis shall be as follows:
A. Labor

For labor and supervisor in direct charge of the specific operations, the Contractor shall receive the rate of wage agreed upon in writing before beginning work or the actual rate paid in the event it is less than the agreed rate, for each and every hour that said labor and supervisor are actually engaged in such work.

If a laborer or supervisor is paid for "overtime" during a calendar week in which he is employed for part of that period on force account work, the Owner will pay to the Contractor a percentage of that portion of the overtime payment. For each such employee, this percentage will be the ratio, which the total hours he worked on force account during the week bears to the total hours he worked during that week.

Overtime incurred due to the City requiring the Contractor to do force account work, during periods not normally worked, will be paid one hundred percent (100%) by the City. In order that the Engineer may verify wages paid and pro-rate overtime, the Contractor shall furnish to the Engineer certified payrolls during the period force account work is in progress.

An amount equal to fifteen percent (15%) of the sum for labor will also be paid the Contractor as compensation for administrative and overhead costs.

B. Bond, Insurance, and Tax:

For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions, excise taxes, and social security taxes on the force account work, the Contractor shall receive the actual cost, to which no percentage will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax. In lieu of furnishing itemized statements to substantiate these costs, of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and Social Security tax, the Contractor may elect to receive an amount equal to twenty-five percent (25%) of the actual labor costs (excluding the fifteen percent [15%] for administrative and overhead costs) as compensation for those costs.

C. Materials

For materials accepted by the Engineer and incorporated into the project, the Contractor shall receive the actual cost of such materials delivered onto the worksite, including transportation charges paid (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added as compensation for administrative and overhead costs.

D. Equipment

For machinery or special equipment, including fuel and lubricants, plus transportation costs, the use of which has been directed or authorized by the Engineer, the
Contractor shall be paid at an agreed upon rate; or, failing mutual agreement, in accordance with provisions and rates set forth in the current edition of the South Dakota Department of Transportation Equipment Rental Rates, for actual time such equipment is in operation on the work, except that standby costs will not be paid. Nor will additional amounts be added for administration and overhead cost.

E. Miscellaneous

Additional allowance will not be made for general superintendence, cost of maintaining home office, standby costs, or other costs for which no specific allowance is herein provided.

F. Compensation

The Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis.

G. Statements

Payment will be made for work performed by force account based on itemized statements of the cost of such force account work detailed as follows:

1. Certified payrolls showing worker name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman;

2. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment;

3. Quantities of materials, prices and extensions;

4. Transportation of materials; and

5. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.

Statements shall be accompanied and supported by receipted invoices for materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then, in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

H. To the sum of items A through C, shall be added ten percent (10%) for profit.
7.33 **EXTRA WORK A PART OF CONTRACT**

If extra work orders are in accordance with the provisions of this Contract, such work shall be considered a part hereof and subject to each and all of its terms and requirements.

7.34 **UNKNOWN OR CONCEALED CONDITIONS**

Whenever, during excavating operations, the Contractor encounters a heretofore unknown underground utility or other unknown or unexpected physical condition, the existence of which could not have reasonably been foreseen or anticipated and which causes a significant delay and/or expense to the Contractor, he shall contact the Engineer, before such conditions are disturbed, for a determination as to whether compensation will be allowed.

Compensation may consist of a payment to the Contractor and/or an extension of contract time. However, no compensation will be allowed unless notice is given prior to disturbing the condition. Should the Engineer allow payment, he will pay for reasonable and justifiable costs involved in dealing with the condition as specified in Section 7.29 of these specifications.

Extra contract time shall be based on the actual time of the delay caused by encountering the condition.

7.35 **SUSPENSION AND ANNULMENT OF CONTRACT**

If the equipment, material, or work to be furnished under this contract shall be abandoned by the Contractor, or if this Contract shall be assigned or the work sublet by him, or if at any time the Engineer shall be of the opinion, and shall so certify in writing to the Owner, the performance of this Contract is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or of the specifications, or is executing the same in bad faith or not in accordance with the terms of said Contract, or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of this Contract may be extended, the Owner may notify the Contractor to discontinue all work, or any part thereof, then the Owner is hereby empowered to suspend or annul this Contract.

If this Contract be so annulled or suspended, the Contractor shall not be entitled to anything on account thereby, nor shall such annulment or suspension in any way affect the right of the owner to damages claimed by it on account of the failure of the Contractor, but such annulment must be ratified by the Owner before being of any force or effect. In the case of annulment of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of this equipment and supplies from the property of the Owner, failing which,
the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

7.36 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days' notice in writing to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and partially executed and reasonable profit.

7.37 ENGINEER'S RIGHT TO STOP WORK

Should traffic, weather, or conditions caused by the actions or inactions of the Contractor dictate, the Engineer may issue a Stop Work Order to the Contractor. Upon receiving a Stop Work Order, the Contractor shall stop working and shall backfill and compact all open holes and/or trenches, properly sign, identify, and clean up the project to the satisfaction of the Engineer. When conditions improve, the Engineer will issue a Notice to Proceed for the remainder of the project. The Contractor will then have a ten (10) day equipment-ready period before contract time resumes. Remaining work shall be completed within the contract time.

7.38 ARBITRATION

A. Demand for Arbitration

Any decision of the Engineer, which is subject to arbitration shall be submitted to arbitration upon the demand of either party of the dispute.

The Contractor shall not cause a delay of the work because of the pendency of arbitration proceedings, except with the written permission of the Engineer, and then only until the arbitrators shall have an opportunity to determine whether or not the work shall continue until they decide the matters in dispute.

The demand for arbitration shall be delivered in writing to the Engineer and the adverse party, either personally or by registered mail to the last known address of each, within ten (10) days of the receipt of the Engineer's decision, and in no case after final payment has been accepted except as otherwise expressly stipulated in the Contract Documents. If the Engineer fails to make a decision within a reasonable time, a demand for arbitration may be made as if his decision had been rendered against the demanding party.
B. Arbitrators

No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the Owner, or the Contractor, or the Engineer, or otherwise connected with any of them. Each arbitrator shall be a person in general familiar with the work or the problem involved in the dispute submitted to arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator; otherwise there shall be three, one named in writing by each party to this Contract, to the other party, and the third chosen by those two arbitrators, or if they should fail to select a third within fifteen days, then he shall be appointed by the presiding officer, if a disinterested party, of the Bar Association nearest the location of the work. Should the party demanding arbitration fail to name an arbitrator within said ten days, then said presiding officer shall appoint such arbitrator within ten days, and upon his failure to do so then such arbitrator shall be appointed on the petition of the party demanding arbitration by a judge of the Federal court in the district where such arbitration is to be held.

The said presiding officer shall have the power to declare the positions of any arbitrator vacant by reason of refusal or inability to act; sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five days after the same has been declared, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled, the matter must be reheard unless a rehearing is waived in the submission or by the written consent of the parties.

If there be one arbitrator, his decision shall be binding. If three, the decision of any two shall be binding in respect to both the matters submitted to and the procedure followed during the arbitration. Such decision shall be a condition precedent to any right of legal action.

C. Arbitration Procedure

The arbitrators shall deliver a written notice to each of the parties and to the Engineer, either personally or by registered mail to the last known address of each of the time and place for the beginning of the hearing of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire and the arbitrators may consider pertinent. The arbitrators shall, however, be the judges of all matters of law and fact relating to both the subject matters of and the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such person as each may select, subject to the disciplinary power of the arbitrators if such representative shall interfere with the orderly or speedy conduct of the proceeding.

Each party and the Engineer shall supply the arbitrators with such papers and information as they may demand, or with any witness whose movements are subject
to their respective control, and upon refusal or neglect to comply with such demands
the arbitrators may render their decision without the evidence which might have been
elicited therefrom and the absence of such evidence shall afford no grounds for
challenge of the award of the party refusing or neglecting to comply with such
demand.

The submission to arbitration (the statement of the matters in dispute between the
parties to be passed upon by the arbitrators) shall be in writing duly acknowledged
before a notary. Unless waived in writing by both parties to the arbitration, the
arbitrators, before hearing testimony, shall be sworn by an officer authorized by law
to administer an oath, faithfully and fairly to hear and examine the matters in
controversy and to make a just award according to the best of their understanding.

The arbitrators, if they deem the case demands it, are authorized to award to the
party whose contention is sustained such sums as they shall assess the costs and
charges of the arbitration upon either or both parties.

The award of the Arbitrators shall be in writing and acknowledged like a deed to be
recorded, and a duplicate shall be delivered personally or by registered mail,
forthwith upon its rendition, to each of the parties to the controversy and to the
Engineer. Judgment may be rendered upon the award by the Federal Court or the
highest State Court having jurisdiction to render same.

The award of the arbitrators shall not be opened to objection on account of the form
of the proceedings or the award, unless otherwise provided by the controlling
statutes. In the event of such statutes providing otherwise than as previously
specified herein, the method of procedure throughout and the legal effect of the
award shall be wholly in accord with said statutes, it being the intention hereby to lay
down a principle of action to be followed, leaving its local application to be adapted to
the legal requirements of the jurisdiction having authority over the arbitration.

The Engineer shall not be deemed a party to the dispute. He is given the right to
appear before the arbitrators to explain the basis of his decision and give such
evidence as they may require.

7.39 SUGGESTIONS TO CONTRACTOR ADOPTED AT HIS OWN RISK

Any plan or method of work suggested by the Engineer to the Contractor, not specified
or required in the contract, adopted or followed by the Contractor in whole or in part,
shall be used at the risk and responsibility of the Contractor; and the Engineer and the
Owner shall assume no responsibility therefore.

7.40 SUBLETTING OF CONTRACT

The Contractor shall perform, with his own organization, work amounting to not less than
fifty (50) percent of the original total contract price, except that any items designated by
the City as "Specialty Items" so performed may be deducted from the original contract price before computing the amount of work required to be performed by the Contractor with his own organization.

Any items that have been selected as "Specialty Items" for the contract are listed as such in the proposal.

No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the Engineer. The Contractor shall request permission, in writing, to sublet, assign or otherwise dispose of any portion of the contract and shall list the names and addresses of proposed subcontractors. The Contractor shall provide a statement that the organization(s) which will perform the work is (are) particularly experienced and equipped for such work and shall provide proof that the proposed subcontractor(s) is (are) licensed to perform the work in South Dakota. The Contractor shall give assurance that all pertinent provisions of the prime contract, including the minimum wage for labor as stated in his proposal, shall apply to all work sublet, assigned or otherwise disposed of in any way. Such assurance shall be accomplished in the manner required by the Engineer. Consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract.

It will not be permissible for a Subcontractor to sublet work, but any work sublet to a Subcontractor can be canceled or reassigned upon request from the prime Contractor and approval of the Engineer.

The Contractor shall accept full responsibility for actions or omissions of his subcontractors and their employees as he would if they were his own. See paragraph 7.12 of these Specifications.

If evidence and investigation establish beyond reasonable doubt that a violation of the fifty percent (50%) subcontract rule is being or has been attempted through subterfuge whereby one Contractor's equipment is directly or indirectly leased to another Contractor, or whereby a significant part of one Contractor's regular working force is placed on the payroll of another Contractor, such a conclusion shall constitute a violation of the subcontract rule. This provision shall not be construed to include in the fifty percent (50%) limitation the lease of or use of equipment of a corporation or company wholly owned by the Prime Contractor.

In the case of violation of the subcontract rule, the Rapid City Council may suspend the bidding qualifications of such Contractors for a period of up to one year.

The value of work proposed for subcontract will be determined by multiplying that portion of the original contract item quantities to be sublet by the corresponding unit price as set forth in the contract.

If any phase of work involved on a contract item is sublet, the entire contract unit cost of the item will be used for determining the value of work. Materials provided by the
Contractor for a subcontractor on a particular work item will not qualify that item as work done by the Contractor.

Work performed with equipment not owned by the Prime Contractor will be considered subcontract work unless the origin of such equipment meets one of the following conditions:

1. Equipment supplied by an established equipment dealer on a rental or rental purchase agreement.

2. An occasional piece of equipment temporarily obtained from another Contractor or from an individual or company engaged in similar work.

3. Special equipment, not normally owned for the type of work involved.

4. Trucks used to haul gravel or other materials to the project.

Equipment used by a Subcontractor, must be owned by the Subcontractor or Prime Contractor, except that equipment listed above.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, such subcontract shall be immediately terminated by the Contractor upon written notice from the Owner.

Nothing contained in the contract documents will create a contractual relation between the City and any subcontractor.

7.41 PUBLIC SAFETY AND WORK PROTECTION

Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of public or the protection of the work to be constructed under this contract, or of adjacent structures or property which may be injured by process of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect the public or private personal property interest, then, the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interests by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor, and if the same shall not be paid on presentation of the bills therefore, then such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.
7.42 BARRICADES AND WARNING SIGNS

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways closed to traffic shall be protected by effective barricades, and obstructions shall be illuminated during hours of darkness. Suitable signs shall be provided to properly control and direct traffic.

The Contractor shall erect warning signs in advance of any place on the project where operations may interfere with the use of the road by traffic, and at all intermediate points where the new work crosses or coincides with an existing road.

It shall be the Contractor's responsibility to clear the work area of private vehicles as necessary.

All barricades, warning signs, lights, temporary signals, and other protective devices must conform with the current Manual of Uniform Traffic Control Devices.

7.43 USE OF EXPLOSIVES

When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from the use of explosives and shall meet all local, State, and Federal laws and requirements pertaining to explosives as well as Title 29 and Title 30, Code of Federal Regulations, Part 1926, Occupational Safety and Health Act regulations for construction (OSHA), whichever is most restrictive, in the use, loading, transportation, and storage of explosives and blasting agents.

The Contractor shall obtain a blasting permit from the Rapid City Fire Department prior to the use of any explosives. The Fire Department may impose restrictions on the quantities, methods, and materials utilized for blasting.

The Contractor shall notify property owners and public and private utility companies having structures or facilities in proximity to the site of the work of their intention to use explosive. Such notice shall be given sufficiently in advance to enable them to protect their property from injury. In no case shall notice be given less than five (5) calendar days prior to the desired date of usage.

The Engineer may require the Contractor to monitor certain properties during actual blasting in order to determine effects of blasting. In some cases, the Engineer may require the use of a seismograph to document the forces of blasting.

It is recommended that, prior to blasting, the Contractor document the condition of structures in the vicinity of the work.
7.44 PROTECTION OF UTILITIES AND PROPERTY

The type, size, location, and number of all known underground utilities are approximate when shown on the plans. The Contractor shall be responsible for determining and verifying the existence, depth, and location of all underground utilities within the work limits.

The Contractor shall give reasonable notice to the owner or owners of steam, gas, water, sewer, and other pipe lines, or conduits, overhead and underground wire or other structures, either public or private, railroads and other owners of property, when such property is liable to injury or damage of the execution of the work, in order that the owner or owners of such utility or other property may locate, relocate, remove or protect the same.

If the Owner or owners of any private or public property liable to be affected, endangered, or damaged by the construction of this work, does not protect its or their property, then the Contractor shall do so.

The Contractor shall use every precaution on the work to prevent harm or accident to the property, passengers, employees, or patrons of utilities, either publicly or privately owned, and to any other person legitimately employed on the premises, and the Contractor shall assume all liability for damages accruing from any accident, which may be due to his carelessness, omission or neglect; he shall pursue the work under and along and near such property as may be liable to damage thereby, as rapidly as possible when once the work is begun.

The Contractor shall satisfactorily shore, support and protect any and all pipe and other structures or utilities and shall not be entitled to any damage or extra pay on account of any postponement, interference, or delay caused by any such structures being on the line of the work, whether such structures are shown on the plans or not. Contractor shall save Owner harmless from any and all liability or expense for injuries, damages, or repair to any public or private property.

7.45 CONDEMNED MATERIALS AND STRUCTURES

The Contractor, at his own expense, shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind whether or not incorporated into the work and shall promptly remove and re-execute all condemned work and will bear the expense of making good any work destroyed or damaged by removal of defective work, and upon his failure to do so or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice for the Engineer ordering such removal, the condemned materials, work, or structure may be removed by the Owner and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No
such rejected or condemned material shall again be offered for use by the Contractor under this or other contract under this project.

### 7.46 MAIL BOXES

When necessary, mail boxes shall be removed and reset in a manner prescribed by the Postmaster of the Federal Post Office, Rapid City, South Dakota. A copy of the postal regulations can be obtained from the Postmaster.

It is expected that the Contractor shall give his full cooperation to the postal department concerning mail delivery during the construction of this project.

The owner of any structurally unsound mail box post shall furnish a new post at his expense. However, the Contractor shall not remove such a post until he has notified the project inspector.

Costs associated with this item shall be incidental to the project.

### 7.47 PROVIDING ACCESS

The Contractor shall conduct construction activities in such a manner as to provide continuous access to all affected properties during the duration of the project, unless the specific activity precludes continuous access. At no time shall the Contractor park equipment in front of or in any other way block a driveway or other entrance such that there is no means of ingress and/or egress to or from a property. Should such a situation occur, the Contractor shall take the necessary steps to provide immediate and safe access to or from the property.

Failure to provide access in a timely manner will cause the Owner to take the necessary action and bill the Contractor one and one-half (1 and 1/2) times the cost incurred.

### 7.48 SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

No work shall be done on Sundays and legal holidays, except such work as is necessary for the proper care and protection of work already performed, and, in any case only with the written permission of the Engineer; or, in case of emergency, which also requires the immediate notification of the Engineer. The Contractor shall request, and must receive, in writing, permission from the Engineer to enable work on Sundays and legal Holidays, except such work as noted above.

No work shall be done on Saturdays, except for emergencies, without the permission of the Engineer. The Contractor shall request permission from the Engineer to work on a given Saturday a minimum of 24 hours in advance, except such work as noted above.
No work, except for emergencies, shall be done between the hours of 9 P.M. and 6 A.M. unless the Contractor first obtains the written permission of the Engineer; such permission may be revoked at any time by the Engineer if the Contractor fails to maintain, at night, adequate force and equipment for reasonable prosecution and supervision of the work, or if Contractor's operations are unnecessarily disruptive to the public.

7.49 WORK DONE WITHOUT LINES, GRADES, OR INSPECTION

Any work done without lines or grades or without the inspection of an Inspector or other representative of the Engineer may be ordered removed and replaced at the Contractor's cost and expense. In-place testing or other verification data can be requested by the Engineer at the Contractor's expense. Disregard of this requirement shall result in a Stop Work Order being issued until the Contractor provides the Engineer with an acceptable plan of prior notification procedures.

7.50 STAKING WORK

The Engineer shall furnish all necessary labor and materials to set the necessary stakes for grade and alignment for all work, but it will be the Contractor's responsibility to preserve such stakes after they are once set by the Engineer. Stakes removed, damaged, etc. by Contractor negligence shall be replaced at Contractor expense. The Engineer may require the Contractor to replace the stakes or may elect to replace the stakes and charge the Contractor for the associated costs.

All work done under this Contract shall be done to the lines and grades shown on the plans or as staked by the Engineer. The Contractor shall keep the Engineer informed, a reasonable time in advance, nominally a period of one (1) full working day, of the times and places at which he wishes to do work, in order that lines and grades may be furnished, and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer and of delay to the Contractor. The Contractor shall determine the meaning and intent of all stakes, measurements, and marks prior to commencing work. Contractor shall be responsible for protecting stakes from displacement.

7.51 MATERIALS

A. General

The Contractor shall furnish only new and best commercial quality material, equipment, appliances, and supplies for the work. Bid prices shall include all sales and other taxes payable on all items incorporated in the permanent work.
Anything specified by manufacturer's name or proprietary name shall be furnished exactly as called for unless followed by the words "or approved equivalent". The decision of equity, will be made by the Engineer.

B. Samples

When requested by the Engineer, samples or test specimens of materials to be used or offered for use in connection with this work shall be prepared at the expense of the Contractor and furnished by him in such quantities and sizes as may be required for proper examination and test, with all carriage charges prepaid and with information as to their sources. All samples shall be submitted in ample time to permit the making of proper tests, analyses, or examination before the time at which it is desired to incorporate the material into the work. The cost of making all tests, and the cost of materials used in such tests, shall be paid by the Contractor, unless otherwise specified. Tests other than those which can be made in the field by the Engineer or can be arranged to be made by him elsewhere, shall be made by a properly equipped laboratory of established reputation. Reports of all tests shall be mailed to the Owner, to the Engineer, and to the Contractor.

C. Warranty

The Contractor warrants to the Owner that all materials and equipment furnished and installed under this contract will be new unless otherwise specified, and shall be of good quality, free from defects, and in conformance with the plans and specifications. All materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

7.52 CLEANUP AND RESTORATION

The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the manner and place of disposal.

The Owner reserves the right to require the Contractor to clean up all or any portion(s) of the project at any time prior to final project acceptance.

On or before the end of contract time, the Contractor shall, at his own expense, dismantle and/or remove all temporary structures built or furnished by him and shall replace or repair all areas disturbed as a result of this project to original condition or better.

If all other work has been completed, and winter weather, availability of materials such as hot mix asphalt or sod, or other conditions prevent complete cleanup and restoration, the Contractor shall clean up the project area(s) to the satisfaction of the Engineer prior
to suspending work. After cleanup has been approved, the Engineer will issue a Stop Work Order, and contract time will stop. When conditions are once again suitable and/or materials are available, the Engineer will issue a Notice to Proceed, giving the Contractor ten (10) calendar days to resume cleanup and restoration.

All cleanup and restoration shall be completed within the remaining Contract time. If additional contract time is necessary, the Contractor shall request a time extension as set forth in these General Conditions.

If complete cleanup and restoration is not possible, for whatever reason, the Contractor will be responsible for satisfactorily maintaining all disturbed areas until such time as they are restored. Should any maintenance work be required on any portion of the project prior to issuance of the acceptance letter, the Contractor shall do so within forty-eight (48) hours of receiving notice from the Engineer. Failure to do so will cause the Owner to do the necessary work and bill the Contractor one and one-half (1 1/2) times the cost incurred.

7.53 TESTING OF COMPLETED WORK

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and proper working order or shall be placed in such condition and order at the expense of the Contractor, unless otherwise specified. All tests of completed work required under this contract shall be made under the direction of the Engineer by and at the expense of the Contractor, who shall repair at his own expense all damage resulting therefrom.

7.54 PLACING WORK IN SERVICE

If desired by the Owner, portions of the work, as substantially completed, may be placed in service, the Contractor to give proper access to the work for this purpose; but such use and operation shall not constitute an acceptance of the work, and the Contractor shall warrant the work as specified in Section 7.51. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Owner may determine.

7.55 COMPLETION AND ACCEPTANCE OF WORK

The Engineer, upon completion of the contract work, shall satisfy himself by examination and test that the work has been finally and fully completed in accordance with the Specifications and Contract, and report such completion to the Owner.
7.56 ESTIMATED QUANTITIES

The Contractor agrees that the quantities of work as stated in the Bid Proposal or indicated on the plans are only approximate, and that during the progress of the work the Owner may find it advisable, and shall have the right to omit portions of the work and to increase or decrease the quantities, and that the Owner reserves the right to add or to take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the Contractor be paid anything on account of anticipated profits upon the work or any portion thereof covered by this contract, which is not actually performed and which has not actually entered into the construction of said improvement.

7.57 METHOD OF MEASUREMENT

Unless specifically stated otherwise in this Contract, no extra measurement or measurements according to local custom of any kind shall be allowed in measuring the work under this Contract, but only the length, area, solid contents, number, weight, or time in standard units, as the case may be, shall be considered. The Contractor will be required at his expense to furnish all scales and equipment to properly weigh and measure the various units.

7.58 PAYMENT

A. General

In consideration of the faithful performance by the Contractor and of all the conditions, provisions, and covenants of this Contract and the Specifications to the satisfaction of the Owner, the Owner shall pay and the Contractor shall receive the prices stipulated in his Bid Proposal attached hereto and made a part hereof, as full compensation for everything furnished or done by the Contractor under this Contract. The Owner also agrees to pay in addition such amounts as may be agreed upon for alteration in accordance with Section 7.32 and for extra work in accordance with Section 7.33.

Unless otherwise specified, lump sum bid items will be paid for in one lump sum following 100 percent (100%) completion and acceptance of the item by the Engineer.

B. Mobilization

When there is a bid item for "Mobilization" in the Bid Proposal, payment for this item will be made for preparatory work and operations performed by the Contractor, including, but not limited to those necessary for the movement of his personnel, equipment, supplies, and incidentals to the project site; for the establishment of all
offices, buildings, and other facilities necessary for work on the project; and for other work operations that must be performed, or for cost incurred before beginning work on the various items on the project site.

Cost of premiums on bonds and insurance for the contract are not to be included in mobilization. No separate measurement will be made for this item. Partial payment, when allowed, shall be made according to the following schedule:

1. Twenty-five percent (25%) of the amount bid for mobilization shall be paid when five percent (5%) of the original contract amount is paid.

2. An additional twenty-five percent (25%) of the amount bid for mobilization will be paid when ten percent (10%) of the original contract amount is paid.

3. An additional ten percent (10%) of the amount bid for mobilization will be paid when twenty-five percent (25%) of the original contract amount is paid.

4. The remaining forty percent (40%) of the amount bid for mobilization will be paid when fifty percent (50%) of the original contract amount is paid.

When no bid item for "Mobilization" is included in the Bid Proposal, such costs shall be considered incidental to the various work items. In such case, no additional payment will be made for mobilization.

7.59 PROJECT PAYMENT

A. Partial Payment Project

For a project specified as a Partial Payment Project in Section 2, INFORMATION AND INSTRUCTIONS TO BIDDERS, payments will be made once each month as the work progresses or as requested by the Contractor, whichever is longer. Said payments will be based upon estimates prepared by the Engineer of the value of the work performed and materials complete, in place, and for materials delivered, in accordance with the Contract.

No partial payment will be made when the total value of the work done since the last estimate amounts to less than $2,500.00.

From the total of the amounts ascertained as payable, an amount equivalent to 12% of the amount on the Contract up to $50,000.00; 5% of the next $200,000.00; and 2 1/2% of the amount of the Contract in excess of $250,000.00 will be deducted and retained by the City until after completion of the entire Contract in an acceptable manner. The balance, less all previous payment, shall be certified for payment.

When the work under Contract has been completed an accepted, and it is anticipated that preparation of the final estimate will not be completed within ninety (90) days of when the work has been substantially completed to the extent that only
minor or incidental operations remain to fully complete all of the work under the Contract. If the completion of such work is deferred or delayed in compliance with Contract provisions or, upon order of the Engineer, suspending operations by virtue of weather or climactic conditions or because of seasonal restrictions provided for in the Contract, upon written request of the Contractor and consent of the surety provider, the Engineer may prepare as estimate as figured from Contract unit prices.

Payment, either in full or partial, for materials delivered to or stockpiled on the project and not yet incorporated in the work in their final position shall be as specified in Section 2, INFORMATION AND INSTRUCTION TO BIDDERS.

Partial progress payments will be made upon written request by the Contractor on specific items, as listed herein, which are stockpiled in a manner and location satisfactory to the Engineer.

B. Single Payment - Assessed Projects

For a project specified as a Single Payment - Assessed Project in Section 2, INFORMATION AND INSTRUCTIONS TO BIDDERS, there will be no partial payments under the Contract, but only one final payment when the work is fully completed; accepted by the Owner; final estimate determined; assessment roll issued and approved; and the assessment bonds issued by the Owner to cover the entire cost of the project.

As soon as the work has reached a point where the Engineer can finally determine the exact cost of the construction, the Engineer will make out his final estimate and assessment roll and determine the full costs of the work and submit them for approval. After the final approval of the final estimate and assessment roll, the Owner shall, as quickly as practical, sell the special assessment bond for the work.

After the above-outlined procedures have been completed, and upon full completion of the work by the Contractor and acceptance of the work by the Engineer as filed with the Owner, the Owner shall pay to the Contractor, in cash, the full amount of his final estimate.

C. Single Payment - Non-Assessed Projects

For a project specified as a Single Payment - Non-Assessed Project in Section 2, INFORMATION AND INSTRUCTIONS TO BIDDERS, one (1) lump sum final payment will be made after completion of the work, acceptance by the Engineer, and formal acceptance by the Owner.

7.60 DEDUCTION FOR UNCORRECTED WORK

If the Engineer determines it inexpedient to correct damaged or nonconforming work, an equitable deduction from the contract price can be made upon certification of the amount by the Engineer.
7.61 PAYMENTS WITHHELD

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any pay certificate to such extent as may be necessary to protect himself from loss on account of:

A. Defective work not remedied.

B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens.

C. Failure of the Contractor to make payments properly to subcontractors or for material, labor, or equipment.

D. A reasonable doubt that the Contract can be completed for the balance then unpaid.

E. Damage to another Contractor, work, or property.

F. Reasonable doubt that Contractor can complete the work within the stipulated contracted time.

G. The cost to the Owner resulting from failure to complete the work on time.

H. Failure to provide revised project schedules when requested by the Engineer.

I. Failure to provide acceptable construction and labor rate schedules.

J. Failure to provide a job superintendent who is in responsible charge of all work of the project and is on the job site when work is being performed.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

7.62 VALUE ENGINEERING INCENTIVE

A. General

Value Engineering Incentive applies to those cost reduction proposals initiated and developed by the Contractor for changing the drawings, designs, specifications, or other requirements of the contract. It does not apply to such proposal unless it is identified by the Contractor at the time of submission to the Owner as a Value Engineering Incentive proposal.

The cost reduction proposals contemplated are those that:

1. Would require a change order to this contract.
2. Would result in savings to the City by providing less costly items or methods than those specified in the contract without impairing any of their essential functions and characteristics such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features.

B. Cost reduction proposals shall be processed in the same manner as prescribed for any proposal, which would require a change order. As a minimum, the following information shall be submitted by the Contractor with each proposal:

1. A statement that this proposal is submitted as a Value Engineering Incentive.
2. A description of the proposal.
3. An itemization of the requirements of the contract, which would require a change and a recommendation of how to make each change.
4. An estimate of the reduction in performance costs that will result from adoption of the proposal.
5. A prediction of any effects the proposed change would have on other costs to the City.
6. A statement of the time the change order must be issued to obtain the maximum cost reduction during the remainder of the contract and the reason for this time schedule.
7. The dates of any previous submission of the proposals, including contract numbers and the actions of the City.
8. A statement as to the effect the proposal would have on the time for completion of the project.

C. The City shall not be liable for delay in acting upon a proposal submitted. The decision of the Engineer as to the acceptance of any such proposal shall be final and shall not be subject to Section (5.17). The Engineer may accept, in whole or in part, cost reduction proposals submitted by issuing a change order.

If a cost reduction proposal is accepted, an equitable price adjustment in the contract price and in other affected provisions of this contract shall be made in accordance with this Specification or other applicable provisions in this contract. The equitable adjustment shall be established by determining the effect of the proposal on the Contractor's cost of performance. When the cost of performance of this contract is decreased as a result of the change, the contract price shall be reduced by the following amount: The total estimated decrease in the Contractor's cost of performance less fifty percent (50%) of the difference between the amount of such total estimated decrease and net increase to the City which must reasonably be incurred as a result of application of the cost reduction proposal to this contract. If
the change order results in an increase in the cost of performing the contract, this Specification shall not apply, and the increase shall be determined in accordance with Section 4.

D. The substitution of one bid item for another bid item resulting in a decrease in the contract amount will not be considered as a saving under Value Engineering Incentive. When change involves the increase of one bid item and the decrease of another bid item, the change order will be made in conformance with the applicable clauses of Section 7.

E. The Contractor may restrict the City's right to use or disclose the information submitted with a Value Engineering proposal for other purposes. Such restrictions must be in writing and be submitted with the proposal.

F. If the proposal is accepted, this restriction shall be void, and the City may use, duplicate, or disclose, in whole or in part, data necessary to utilize such proposal.

7.63 DETERMINATION AND EXTENSION OF CONTRACT TIME

The "Contract Time," or number of days allowed for the performance and completion of the work included in the contract, will be stated in the proposal and contract.

When the contract time is on a working day basis, the contract time will begin on the date determined in the Notice to Proceed and continue at the rate of one contract day charged for each day of the normal working week, Monday through Friday, except as described herein, until the work is complete. Holidays, Saturdays, and Sundays will not be included in the count of working days, except those days the Contractor has requested and been granted permission to work. No working day shall be charged when conditions beyond the control of the Contractor preclude prosecution of the work. Working days will charged if the Contractor permits construction operations to proceed for five (5) or more hours of the day during the normal working week, or if the Contractor has requested, and been granted, permission to work on Holidays, Saturdays, or Sundays, and if, in the opinion of the Engineer, conditions allow progress of work on items essential to the completion of the project for a period of five (5) or more hours of the day.

When the contract is on a calendar day basis, contract time shall be the time from the date determined in the Notice To Proceed to the date on which all work on the project shall be completed. Holidays, Saturdays and Sundays will be included in the count of calendar days. No calendar day shall be charged when conditions beyond the control of the contractor preclude prosecution of the work. Calendar days will be charged if the Contractor permits construction operations to proceed for five (5) or more hours of the day or if, in the opinion of the Engineer, conditions allow progress of work on items essential to the completion of the project for a period of five (5) or more hours of the day.

The Engineer will, upon written request, furnish the Contractor a statement showing the number of days charged to the contract. The Contractor will be allowed seven (7)
calendar days from receipt in which to file a written protest setting forth in what respect said statement is incorrect; otherwise, the statement shall be deemed to have been accepted by the Contractor as correct. If the Engineer and the Contractor fail to reach an agreement on any statement of working days, the Engineer shall refer the statement in question to the Director of Public Works for his review and final decision.

When the contract completion time is a fixed calendar date, it shall be the date on which all work on the project shall be substantially completed. If work is not completed by the date specified, the Engineer will keep a record of working days charged after that date and will charge the Contractor on a working day basis.

Holidays, Saturdays, and Sundays will be excluded from the count of working days unless the Contractor has been granted permission to and/or utilizes such a day for construction work for five (5) or more hours of the day or if, in the opinion of the Engineer, conditions allow progress of work on items essential to the completion of the project for a period of five (5) or more hours of the day. The Contractor shall not carry on construction operations on Sundays or holidays without written permission from the Engineer, except for purposes of making emergency repairs and providing proper protection of the work, such as curing of concrete.

Days on which the work has been suspended by an action, non-action, or an omission made by the City, but through no fault of the Contractor, and days not worked because of strikes, lockouts, unusual delays in transportation, or any condition over which the Contractor has no control, shall not be counted against the contract time.

The number of days for performance allowed in the contract as awarded is based on the original quantities as outlined in the Bidder's Proposal. If satisfactory fulfillment of the contract requires performance of extra work or work on items with an increase in quantities that will take additional time to complete, the number of days allowed for performance shall be increased in the same proportion as the cost of increased work bears to the total original contract amount. Should the Contractor feel that the extension based on a monetary basis is insufficient for the increased work involved, he may submit written information, which will justify additional time. Such information must show how the increased work delays the overall completion of the entire project. Information shall be submitted as soon as possible after the increased work has been performed. If, in the opinion of the Engineer, the information submitted justifies additional time, a Construction Change Order increasing the contract time will be prepared.

When the Contractor wishes to suspend contract time due to weather, he shall make a written request to the Engineer within ten (10) working days of the first weather day for which he desires a time suspension. Failure to comply with this notice requirement could result in denial of that request.

If the Contractor finds it impossible, for reasons beyond his control, fault, or negligence, to complete the work within the contract time as specified or as extended in accordance with the provisions of this subsection, he may, at any time, request to the Engineer for an extension of time, setting forth therein the reasons which he believes will justify the granting of his request. Such request shall be submitted within ten (10) days of the start
of each occurrence for which an extension is desired. Failure to comply with notice requirements shall constitute a waiver, and failure to file a claim for additional compensation due to the delay at the time the Contractor requests the time extension bars him from claiming additional compensation for it.

The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. Extension of contract time will be made when unanticipated delays (beyond the control of the Contractor) in delivery of critical materials results in a delay of the work. The Contractor shall notify the Engineer immediately when it becomes evident that there will be a delay in obtaining critical materials. The extended time for completion shall then be in force and effect the same as though it were the original time for completion.

When final acceptance has been duly made as prescribed in Section 7.55, the daily time charge will cease.

7.64 LIQUIDATED DAMAGES

For each working day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the work provided for in the contract, the sum specified in the following schedule will be deducted from any money due the Contractor not as a penalty but as liquidated damages; provided, however, that due amount will be taken off any adjustment of the contract time. Liquidated damages shall be understood to be compensation to the Owner for costs incurred directly by the Owner or indirectly by the users of the facility for the delay in completion of the work. These costs include, but are not limited to, increased travel times; loss of access to homes or businesses; inconvenience from loss of sewer or water uses; fire protection, etc., beyond those circumstances anticipated for timely completion of the work.

SCHEDULE OF LIQUIDATED DAMAGES

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<th>ORIGINAL CONTRACT AMOUNT</th>
<th>AMOUNT OF LIQUIDATED DAMAGES PER WORKING DAY</th>
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Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

The Council may waive such portion of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the public.

7.65 PROJECT ACCEPTANCE AND WARRANTY PERIOD

Final acceptance of the project by the Owner will be documented by the issuance of an acceptance letter, which is issued according to the following criteria:

1) Construction has been substantially completed and the facilities can be put to their intended use.

2) All testing has been completed, and the required results have been met.

3) A warranty bond, or other equivalent surety, in an amount equivalent to ten percent (10%) of the total cost of the project/improvement has been provided to the City to secure the warranty for a period of two years.

The date of the acceptance letter documents the start of the two-year warranty period, during which the Contractor/Subdivider/Developer shall be notified in writing of any defects in the project and shall submit to the Public Works Dept. a construction schedule to correct the defects at their expense within ten (10) days of receipt of the notice. Failure to correct or undertake, with due diligence, to correct the deficiencies within the specified time may cause the Owner to make the necessary repairs and bill the Contractor/Subdivider/Developer one and one-half (1 1/2) times the costs incurred; providing, however, that in case of an emergency, where, in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor/Subdivider/Developer, and the Contractor/Subdivider/Developer shall pay the cost thereof.

The Owner reserves the right to extend the warranty period if excessive problems are apparent during the initial two-year period.

During a period of two years after the completion of the work covered by this contract and the final acceptance in writing thereof by the Owner, the Contractor shall make all needed repairs arising out of defective workmanship or materials furnished by the Contractor; or both, which in the judgment of the Owner shall become necessary during said period. The Owner is hereby authorized to make such repairs at the Contractor's expense, if within ten days after the receipt of a written notice to the Contractor, or his agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs; providing, however, that in case of an emergency, where in the judgment of the Owner, delay would cause serious loss or damage, repairs may be
made without notice being sent to the Contractor and the Contractor shall pay the cost thereof.

7.66 RELEASE OF LIABILITY

No person, firm, or corporation other than the signer of this Contract as Contractor, now has any interest hereunder, and no claims shall be valid, and neither the Owner or any employee or agent thereof, shall be liable or held to pay any money except as herein provided. The acceptance by the Contractor of the payment shall operate as, and shall be a release to the Owner and every officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the Owner or any person relating to or affecting the work.

7.67 DETAIL DRAWINGS AND INSTRUCTIONS

The Engineer shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents.

Unless otherwise provided in the Contract Documents, the Engineer, if requested, will furnish to the Contractor, free of charge, five (5) copies of drawings and specifications necessary for the execution of the work. The Contractor shall pay the Engineer for the cost of printing any additional copies of drawings and specifications to be furnished by the Engineer and requested by the Contractor.

The Contractor shall keep one copy of all drawings and specifications on the work site, in good order, available to the Engineer and to his representatives.

The drawings, specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work, and with the exception of the signed Contract set, are to be returned to him on request, at the completion of the work.

7.68 WAIVER OF RIGHTS

Neither the inspection by the Owner or Engineer or any of their employees, nor any order by the Owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the equipment, material, or work by the Owner or Engineer, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

7.69 RAPID CITY UTILITY CONSTRUCTION CODE
Unless otherwise specified herein, all work done by the Contractor under this contract shall meet the applicable requirements of the Rapid City Utility Construction Code. A copy of this code may be obtained at the Engineering Department, 300 6th Street, Rapid City, South Dakota, at a cost of $5.00 per copy.

7.70 PRECONSTRUCTION MEETING

Before the Contractor begins work under a City contract and before issuance of a Notice to Proceed, the Engineer will conduct a preconstruction meeting with the Contractor to establish project schedules and administrative requirements.

At the preconstruction meeting, the Contractor shall submit an acceptable written schedule, tentatively detailing the timing and sequence of major project components and showing critical construction activities and their interdependence. The Contractor, upon signing of the contract shall be required to furnish the Engineer a tentative schedule setting forth in detail the procedure he proposes to follow and giving the dates on which he expects to start and to complete separate portions of the work. If, at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

In addition, the Contractor shall submit a labor rate schedule for all anticipated personnel to be utilized on the project. The rate schedule shall be valid for the duration of the contract.

Submission of acceptable construction and labor rate schedules shall be a prerequisite for processing the first pay request.

The Contractor shall submit revised construction schedules periodically as directed by the Engineer to allow for changes in scheduling or whenever the present project status of critical path work items differs from the existing project schedule by more than one week. Revised schedules shall be submitted as a prerequisite for processing the subsequent pay request.
DETAILED SPECIFICATIONS AND DRAWINGS
FOR
WELL NO. 8 PUMP REPLACEMENT 2018
CITY OF RAPID CITY PROJECT 17-2421
CIP NO. 51188

PREPARED BY:

ENGINEERING SERVICES DIVISION
CITY OF RAPID CITY
300 SIXTH STREET
RAPID CITY, SD 57701

NOVEMBER 17, 2017
DETAILED SPECIFICATIONS AND DRAWINGS
FOR
WELL NO. 8 PUMP REPLACEMENT
CITY OF RAPID CITY PROJECT 17-2421
CIP NO. 51188

Specifications

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Drawings Bound with Specification

1. Project Location Map
2. Pump Setting Diagram for Well 8
DETAILED SPECIFICATIONS
FOR
Well No. 8 Pump Replacement
City Project No. 17-2421
CIP No. 51188

1. SCOPE
The scope of work includes replacing submersible pump equipment in Well No. 8 located adjacent to the North Rapid Reservoir east of Bunker Drive as indicated on the enclosed Project Location Map. The principal work items include removal of pump and motor, removal of 8 inch column pipe and submersible power cable, furnishing and installing a new submersible well pump and motor, check valves and draw down lines. The existing 8 inch column pipe and submersible power cable will be re-installed within the well.

2. STANDARD SPECIFICATIONS
Standard Specifications for this project shall be the City of Rapid City Standard Specifications for Public Works Construction, 2007 Edition, with current updates and revisions, hereinafter referred to as the Standard Specifications. The Standard Specifications are incorporated into these contract documents by reference and are in effect as if provided in full content herein. Standard Specifications are available upon request at the City of Rapid City Engineering Department, 300 6th Street, Rapid City, SD 57701.

The Detailed Specifications outlined herein cover items not included in the City Standard Specifications, updated sections or supplemental information to the standard specifications. These Detailed Specifications may also include changes to the above referenced specifications.

3. “OR EQUAL” PROVISIONS
Whenever these specifications describe an item of material or equipment by using the name of a proprietary item or the name of a particular supplier or manufacturer, the specification or description is intended to establish the type, function, appearance and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item or no substitution is permitted, other items of material or equipment of other suppliers or manufacturers may be submitted to Engineer for review.

If, in the opinion of the Engineer, an item of material is functionally equal to that named and sufficiently similar that no changes in related work will be required, it may be considered by the Engineer as an “or equal” item. Acceptance of “or equal” items shall not cause an increase in cost to the Owner, and shall not increase the contract time.

4. PUMP INSTALLER QUALIFICATIONS
The Contractor must be a licensed well driller or well pump installer in the State of South Dakota (SDCL 46-6-9) and must be able to demonstrate satisfactory experience and equipment to accomplish the work.

The City of Rapid City reserves the right to request documentation of qualifications after bid opening and to reject bids from unqualified Contractors.
5. COORDINATION AND SCHEDULING

A preconstruction conference will be held at the City Water Treatment Plant on Mountain View Road prior to construction for the purpose of initial project scheduling and coordination. Contractor and subcontractor key personnel will be required to attend this and other periodic meetings.

The Contractor shall be responsible for coordinating his work schedule with the Rapid City Water Division. The Contractor shall coordinate access to the site with the City Water Division. The Water Division contact person is Tim Weber, phone 605-394-4162. Work shall be coordinated to allow proper sequencing of construction.

6. MOBILIZATION

Project mobilization shall be paid for on the lump sum basis for all work under the bid item for Mobilization. Mobilization payment shall follow Standard Specification 7.58. The Mobilization item shall be taken to include compensation for mobilizing and demobilizing Contractor’s equipment. The mobilization item shall also include any site restoration or clean-up work which may be needed to restore the site to preconstruction conditions.

7. SEQUENCE AND SCHEDULE OF WORK

The Contractor shall arrange a work schedule with the Rapid City Water Division such that all work will be completed within a scheduled time period. The work shall be completed Monday through Friday, with work hours between 7:00 AM and 7:00 PM. Performance testing, flushing and disinfecting work shall be complete, and the well returned to service within these days and times unless the Contractor specifically requests and receives permission from the Owner to perform work at other times.

All necessary materials and equipment shall be delivered to the site or to an approved storage location and inspected and approved by the Owner and Engineer prior to commencing project work.

Scheduling of the work period will be subject to approval of the City Water Division. All work shall be completed within the contract period.

8. SUBMITTALS

The Contractor shall submit a construction schedule and a list of key personnel, subcontractors, and suppliers to the Engineer at least five (5) days prior to the preconstruction conference.

Submittals are required for all materials shown in the list of construction submittals and as required in the Specifications. The list is for information purposes and may not necessarily include all submittals required for the project. The term “Submittal” includes drawings, diagrams, descriptive literature, illustrations, instructions, schedules, performance and test data, product data sheets, material safety data sheets, and similar materials by a Supplier or Contractor to illustrate material or equipment for some portion of the work. At least ten (10) working days before his need for approval, the Contractor shall forward to the Engineer a minimum of three (3) copies of submittals for all Contractor furnished products. The Engineer will review submittals within 5 working days from receipt. Submittals shall clearly identify any deviation from the Specifications, and shall be certified and dated by the Contractor. Submittals will be accepted only from the Contractor. The Contractor is solely responsible for the schedule of shop drawings and
material order and delivery. The Contractor is advised to receive approvals prior to delivery of materials.

Delays caused by incomplete or incorrect shop drawing submittals are the responsibility of the Contractor. Contract time adjustments will not be made for delays as a result of Contractor or supplier order or delivery problems. The Contractor is advised to provide complete submittals by section of work.

Submittals Required

- Construction Schedule and Sequence
- Submersible Well Pump and Motor for Well No. 8
- Sample Warranty for Well Pump and Motor
- Check Valves
- Air Line
- 1" Conduit
- Cable Splice Materials
- Banding and Clamps
- Flushing and Disinfection Plan (including dechlorination method)

9. SUBMERSIBLE PUMP CABLE

A. Payment Conditions.
   1. Reinstallation of the existing submersible pump cable will be included in the item “Install Well Pump and Accessories”.

10. PUMP COLUMN PIPE

A. Existing Column Pipe.
   1. The existing drop pipe is 8\(\frac{3}{8}\)" o.d. x .322" wall steel pipe, ±21' lengths.
   2. Couplings are threaded 8" round per ASA B2.1.
   3. The Contractor shall carefully inspect the pipe and couplings and shall notify the Owner of any defects. In the event that pipe defects are detected, the Owner will negotiate a change in work scope to replace the defective materials.

B. Payment Conditions.

Re-installing existing column pipe will not be paid for separately, but will be taken to be included in the contract item for “Install Well Pump and Accessories”.

11. COLUMN CHECK VALVES

A. Four column check valves are to be installed on the Well No. 8 pump column. The Contractor shall remove existing check valves and replace with new check valves in the location shown on the drawing or directed by the Engineer.

B. Check valve shall be vertical poppet style, spring-loaded, ductile iron body with epoxy coating. Valves shall include break-off plug and be of a type specifically intended for well column pipe installation.
C. Acceptable Manufacturers.
   1. Danfoss Flomatic.
   2. Simmons Manufacturing.
   3. Or equal.

D. Payment Conditions.
   1. Furnishing column check valves shall be measured on a per-each basis for payment. Payment will be under the bid items “Furnish 8 Inch Check Valves”.
   2. Installation of check valves shall be under the item “Install Well Pump and Accessories”.

12. AIR LINE
   A. Two new air lines shall be furnished and installed by the Contractor.
   B. ¼” O.D. HDPE with 300-psi rating.
   C. Clamp the air lines, using stainless steel or approved corrosion-resistant banding, to the pump column and terminate near pump intake.
   D. Install the air lines into the existing well house and connect one of the two lines to the existing well level gauge and pressure system. The second air line will be a spare for future use if needed.
   E. Payment Conditions.
      1. Furnishing air line will be measured by the linear foot and paid for under the items “Furnish ¼ in. Air Lines”.
      2. Installation of the air line will be paid for under the items “Install Well Pump and Accessories”.

13. TRANSDUCER PIPE CASING
   A. Furnish and Install 1” conduit for transducer.
   B. Clamp the conduit, using stainless steel or approved corrosion-resistant banding, to the pump column and terminate 300 feet above pump intake.
   C. Payment Conditions.
      1. Furnishing transducer pipe casing will be measured by the linear foot and paid for under the items “Furnish Transducer Pipe Casing (1” Conduit)”.
      2. Installation of the transducer pipe casing will be paid for under the items “Install Well Pump and Accessories”.

14. SUBMERSIBLE WELL PUMP AND MOTOR
   A. Scope.
      1. This specification covers a deep well submersible turbine pump with submersible electric motor driver as specified herein.
2. The pumping unit shall be designed and furnished in accordance with Hydraulic Institute and AWWA standards for submersible turbine pumps (AWWA E101).

B. Operating Conditions.
   2. Head: 790 feet total dynamic head (TDH).
   3. Pump Efficiency at design operating condition: 78% (min.)
   4. Rotative Speed: 3,600 rpm (max.).
   5. Well Casing Diameter: 12.75" I.D.

C. Pump Construction.
   1. Bowl Assembly.
      a. Flanged type, close-grained cast iron conforming to ASTM A48, Class 30B, or ductile iron, ASTM A 536, 60-40-18.
      b. Free of sand holes, blow holes or other faults, accurately machined and fitted to close tolerances.
      c. Design safety factor: 1.5 times shut-off head or 2 times head at rated flow.
      d. Exterior surfaces of pump bowls shall be epoxy coated.
      e. Interior bowl surfaces shall be lined with baked epoxy, baked porcelain enamel or vitra-glass.
      f. Sleeve type bearings of bronze alloy C 89835.
      g. Replaceable bronze bowl wear rings in intermediate bowls.
      h. Discharge bowl allows bearing removal through top of hub.
      i. Top bowl assembly shall include heavy-duty upthrust ring or collar of Teflon or stainless steel.
      j. Discharge size: 8" NPT.
   2. Impellers.
      a. One-piece silicone bronze, ASTM B584, enclosed type.
      b. Accurately cast, machined and balanced for optimum performance and minimum vibration, and meet grade G6.3 of ISO 1940.
      c. Securely fastened to shaft with tapered carbon steel lock collets.
      b. Extra long bronze bearing.
      c. Inlet net open area 4 times area of impeller eye.
      d. 304 stainless steel screen at inlet area.
      e. Replaceable bronze bowl wear ring.
   4. Shaft.
a. Stainless steel, ASTM A582, Type 416.
b. Precision ground and polished surface to 40 RMS or better.
c. Minimum 1 ½" diameter.
d. Motor Coupling: stainless steel, keyed type shaft coupling.

5. Cable Guard.
   a. Protect motor leads at pump bowls.
   b. Bronze or stainless steel construction.

   a. Goulds.
   c. Fairbanks-Morse.
   d. Or equal.

D. Motor.
   1. General.
      a. Heavy-duty induction type motor with insulated wire.
      b. 2 pole, 460 v., 3Ø, 3,600 rpm, 200 HP, 1.15 s.f.
      c. Design for continuous operation under water.
      d. Thrust bearing at lower end designed to receive hydraulic thrust and assembly weight, but in no case less than 10,000 lbs. The thrust bearing shall be capable of handling momentary upthrust forces equal to 30% of the rated downthrust capacity.
      e. 10" nominal diameter, 8.52" actual O.D.
      f. Lead wire: AWG #2 (min.). Length as required for splicing above bowl assembly and compatible with 350 MCM 3 Wire Flat Cable with separate #2 USE Ground.
      a. Hitachi.
      b. Centri Pro
      c. Or equal.

E. Warranty.
   1. Pump and motor assembly shall be warranted for a period of 2 years after the date of acceptance of the project by the Owner as complete and final. The Contractor shall provide warranty protection for the entire 2-year warranty period.
   2. Warranty shall cover manufacturing and material defects, as well as installation workmanship.
   3. Warranty shall provide for replacement of failed equipment at no cost to Owner for equipment, material, labor or other necessary services needed to restore the pumping unit to a full and operating condition.
4. A warranty bond shall be furnished per General Condition 7.65 at the completion of work, and prior to final payment.

F. Payment Conditions.

1. Furnishing the pump and motor assembly shall be paid for on a lump sum basis under the item “Furnish Submersible Well Pump and Motor”.

2. Installation shall be included in the item “Install Well Pump and Accessories”.

15. INSTALL PUMP AND ACCESSORIES

Set pump within the well at the depth to intake shown on the plans or as directed by the Engineer. Locate check valve in column pipe as detailed or directed by the Engineer. Attach the power cable, 1” conduit and air lines to column pipe at maximum 10’ spacing, using stainless steel or approved corrosion-resistant banding. Run cable straight and do not allow “spiraling” during installation. Terminate and connect pump cable at existing pitless unit to existing power supply cable. Set the air lines near the pump intake and run the air line to the surface with the power cable. Set the 1” conduit 300’ above pump intake and run to the surface. Run the new air lines into the well house through the underground electrical conduit and connect to the existing gauge and pressure system. The Contractor shall furnish and install new cable seals for each cable penetration. Cable seals shall be liquid tight stainless steel body and Buna-N gasket, SealCon PG, or equal.

Furnishing and installing the cable seals shall be incidental to the contract item “Install Well Pump and Accessories”. Payment for pump installation and all other miscellaneous materials necessary to complete the project shall be on a lump sum basis for successful installation of the pump and accessories under the bid item “Install Well Pump and Accessories”.

16. WELL DISINFECTION

Disinfect well using methods set forth in AWWA A100-97 and SDCL 74:02:04:58:01 Appendix L. Flush to ground under general observation and direction of City Water Division personnel. City personnel will test chlorine residuals, and sample and test for bacteriological safety.

The Contractor shall provide for dechlorination of chlorinated water discharged from the well when flushing after the disinfecting period.

Payment for well disinfection, including dechlorination activities, shall be on a lump sum basis under the bid item “Well Disinfection”.

17. PERFORMANCE TESTING

The completed pump systems shall be tested at completion of work. The Contractor and Owner will complete testing cooperatively. Testing shall include rate of flow, head, voltage and electrical current. Flow and head test will be conducted with flow directed to waste and/or to system through well house piping. The Contractor shall be present and observe testing conducted by City personnel. The duration of testing will be as needed to achieve a stable drawdown in the well, but will be not less than four (4) hours of continuous pumping.

No direct payment for Contractor performance testing will be made. Include this work under the bid item for “Install Well Pump and Accessories”.
18. INSTALLATION RECORDS AND O&M MANUALS

The Contractor shall, as a subsidiary obligation to installing the pump and motor, provide the Owner with a written log of construction activities, as-built information showing pipe lengths, check valve location, air line and 1” conduit setting depth and all pertinent information regarding the downhole assembly. The installation record shall include performance testing results, voltage and current measurements, both running and not running. Deliver these records to the Engineer within 7 days of pump installation.

Operation and Maintenance (O&M) manuals shall be furnished in three copies to the Engineer at submittal stage. Final copies of O&M manuals shall be furnished within seven days after completion of project work. O&M manuals are required for the following items:

- Well No. 8 pump and motor.

Manuals shall include complete performance data, operating procedures, maintenance requirements, troubleshooting guide, parts listing and source of supply and similar relevant data. Final payment will not be made until receipt and approval of the O&M Manuals.

19. SALVAGE MATERIAL

All material not salvage by Water Division Personnel is to be disposed of by the Contractor. Contractor shall coordinate the salvage of all materials with the Water Division contact person Tim Weber, phone 605-394-4162.
PUMP SETTING DIAGRAM FOR WELL NO. 8

PROJECT NO. W17-2421

NOTICE:
NO TRANSUDER INSTALLED AT THIS WELL
Well No. 8
Site Photos
11-17-2017

Note: Site photographs are provided only for Contractor’s information and use. Per Section 2.13 of the Contract Documents Contractor shall be responsible for examination of the site for the project.