

**SECTION 5
CONTRACT BETWEEN
CONTRACTOR AND
CITY OF RAPID CITY**

THIS AGREEMENT, made this 16th day of September, 2013, by and between Mainline Contracting, 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

**RAPID CITY SPORTS COMPLEX PHASE 1
PROJECT NO. PR2012-1849 / CIP NO. 50792**

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
August 22, 2013

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:

Base Bid Plus Alternate Number Three (for a Total of)

One Million Seven Hundred Sixty-Four Thousand Four Hundred Thirty-Six and 25/100 Dollars
(\$1,764,436.25)

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 26th day of Sept, 2013.

THE CITY OF RAPID CITY, SOUTH DAKOTA

BY *J. Kord*
MAYOR
Party of the First Part

ATTEST *P. Sumpter*
City Finance Officer

Mainline Contracting, Inc.
NAME OF COMPANY
Party of the Second Part

BY *Floyd Schaffer*
FLOYD SCHAFER
Authorized Representative

President
TITLE

(SEAL)

DATE 9-23-13

ADDRESS PO Box 3448

Rapid City, SD 57709