

Bidding Documents

Project # MC17-12

260th Street Bridge Repair

Brandon Township

Minnehaha County, South Dakota

Bid Date: April 18, 2018



Prepared by:
Short Elliott Hendrickson, Inc.
401 East 8th Street, Suite 309
Sioux Falls, SD 57103



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Notice to Bidders

Minnehaha County Highway Department requests bids for "260th Street Bridge Repair".

Bridge repairs, bridge rail modification and PCC approach paving.

Sealed bids shall be received by Minnehaha County Auditor's Office, 415 N Dakota Avenue, Sioux Falls, SD 57104, not later than **10:15 a.m. Wednesday, April 18, 2018. Bids shall be publicly opened and read at the Auditor's Office at 10:30am.**

Specifications and proposal forms that must be used are available at Minnehaha County Highway Department located at 2124 E 60th Street North, Sioux Falls, SD 57103. Bids submitted on forms other than the proposal supplied by the Minnehaha County Highway Department will be irregular and will not be considered.

Minnehaha County reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the county.

Publish:

Argus Leader on April 2, 2018 and April 9, 2018

Garretson Gazette on April 5, 2018

Minnehaha Messenger April 4, 2018

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Construction Instructions to Bidders

1. **Completing the Bid Form:** All bids must be made on the bid forms provided within this document, except the bidder may attach a substitute computer-generated proposal form. Information shall be typed or printed in ink. The preparer must initial erasures and/or corrections. Each bid must be signed in ink by the bidder or authorized officer.
2. **Use of Standard Specifications:** The South Dakota Department of Transportation's *Standard Specifications for Roads and Bridges* (current edition) and the current version of the South Dakota Department of Transportation Supplemental Specifications and Errata are hereby made a part of these specifications in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download: <http://sddot.com/business/contractors/Specs/default.aspx>.
3. **Price Discrepancies:** Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price. Incorrect extensions or totals will be corrected, and the corrected figures will be used in determining the low bidder.
4. **Firm Prices:** Unit prices awarded shall remain firm for the entire contract period.
5. **Quantities:** The quantity indicated for each item in the specifications is estimated only, and the County reserves the right to order less or more as dictated by actual needs.
6. **Excise Tax:** Construction services in South Dakota are subject to tax under SDCL 10-46A. Contractors shall include the applicable tax in their bid price for each item of work. Tax questions should be directed to the South Dakota Department of Revenue at 800-829-9188.
7. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form.
8. **Bid Guaranty:** Each bid shall contain a certified check or a cashier's check, for five percent (5%) of the amount of the bid. Such check shall be certified or issued by either a state or a national bank and payable to Minnehaha County. In lieu of a check, a bid may contain a bid bond for ten percent (10%) of the amount of the bid. Such bond to be issued by a surety authorized to do business in this state, payable to Minnehaha County, as a guaranty that the bidder will enter into a contract with the purchasing agency. (SDCL 5-18B-2, 13-20-7.1)

Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. Bid guaranty of the successful bidder shall be retained until the contract is executed and a performance guaranty (if applicable) has been submitted. If a successful bidder fails to enter into contract, the bid guaranty shall be forfeited to the County to compensate for administrative expenses of making a re-award or issuing a new request.

Notwithstanding the provisions of § 5-18B-2, the requirement of a bid bond, certified or cashier's check, cash, or other security *may* be waived by Minnehaha County if the bid submitted, including any alternates, does not exceed \$50,000.

No bid guaranty is required if the total bid price, including any alternates, is less than \$25,000 or if the bid is solely for the procurement of materials.

9. **Addenda:** The bidder shall acknowledge receipt of all addenda in the space provided in the bid proposal.
10. **Delivery of Proposals:** Each proposal shall be submitted in a sealed envelope with **Bid Proposal**, Project No., and "Due" date clearly printed on the front. When sent by mail, the sealed proposal shall be addressed as follows:

Due: April 18, 2018
Minnehaha County Auditor's Office
415 N Dakota Avenue
Sioux Falls, SD 57104
Bid Documents Enclosed

Proposals shall be filed prior to the time and at the place specified by the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

All sealed bids must be received by the Minnehaha County Auditor's Office, 415 N. Dakota Avenue, Sioux Falls, SD 57104, **no later than 10:15 a.m.** on the date of opening. Bids received after 10:15 a.m. or at a location other than the Minnehaha County Auditor's, will not be accepted. Bids will be publicly opened and read at the Auditor's Office at **10:30 a.m.** Bids delivered by Federal Express, U.S. Mail, etc., will be receipted as they arrive in the Auditor's Office. Except as otherwise provided by law, the record and each bid shall be open to public inspection. (SDCL 5-18A-5 (4))

11. **Withdrawal of Bids:** Any bid may be withdrawn by letter, in person or by electronic communications. Any bid may be modified by mail, FAX or electronic notice provided such notice is received no later than the time set for the opening of bids. The electronic notice or FAX cannot reveal the bid price but only the addition or subtraction to the bid price. An electronic notice or FAX may not be withdrawn after the opening of the bid and all FAX and electronic notices must be confirmed in writing before the awarding of the contract. (SDCL 5-18A-5 (6))
12. **Local Preference:** By virtue of statutory authority, preference will be given materials, products, and supplies found or produced within the state of South Dakota. Bidders resident in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference.
13. **Bid Results:** Results of bid openings will be available at the Minnehaha County Highway Department following tabulation of the bids. A report on the bid opening will be presented by Minnehaha County Highway Department at the first subsequent Commission meeting. At that time,
 - (a) the contract may be awarded to the low bidder,
 - (b) the contract may be awarded to the low conforming bid, if the Minnehaha County Highway Department has determined that the low bid does not meet specifications, or

(c) the Commission may appoint a committee to review the bids.

In instance (b), the State's Attorney will review the bid documents to verify that the low bid does not meet specifications, and the items of nonconformance shall be detailed in the Commission meeting minutes.

After an award has been made and signed by the Commission, all bid proposals and related information will be on file at the Minnehaha County Auditor's Office for public review. Minnehaha County Auditor's Office will do all formal and informal notifications of bid awards.

14. **Method of Award:** This request will be evaluated and a contract award made to the lowest and responsible bidder deemed to be in the best interest of the County.

The County expressly reserves the right to waive technical irregularities in the bid or proposal of the lowest responsible bidder or offeror which irregularities do not alter the price, quality, or quantity of the services, or items of tangible personal property bid or offered. The County also expressly reserves the right to reject any and all bids if none received are satisfactory, or if it believes an agreement has been entered into by the bidders to prevent competition.

Alternates, if applicable, are prioritized and will be awarded in order as allowed by project budget. If Alternates are utilized, contract award will be made on lowest combined bid from a responsive and responsible bidder deemed to be in the best interest of the County.

If no firm and/or qualifying bids are received, the County may negotiate a contract for the best price. These negotiations will be documented within the Commission meeting minutes. (SDCL 5-18A-5 (9))

15. **Contract:** Within 30 days from the date of award, the successful bidder(s) shall enter into a contract by signature on separate contract documents which will be prepared by the County from information in this bid request and the successful bidder's response thereto. If any bidder fails to timely enter into the contract, the contract may be awarded to the next lowest bidder unless all bids or proposals are rejected. The defaulting bidder shall be responsible for the difference in price.
16. **Recovery from Defaulting Bidder:** If any successful bidder fails to fulfill the conditions of an awarded contract, the County may proceed to recover from the defaulting party whatever damages may have been sustained as a result of the default. The County shall have all remedies provided in the contract and provided by law.
17. **Performance and Payment Bond:** The contractor must furnish a performance and payment bond in an amount equal to the contract price. This bond guarantees the faithful performance and the payment for labor and materials by the contractor. (SDCL 5-21-1, 13-20-7.1, 5-18A-36)

The requirement of a performance security may be waived by Minnehaha County when the bid submitted does not exceed \$25,000. (SDCL 5-21-1.1)

18. **Questions:** Questions pertaining to this bid request shall be directed to:

Short Elliott Hendrickson, Inc.
Attn: Alan Murra, PE
401 East 8th Street, Suite 309
Sioux Falls, SD 57103
amurra@sehinc.com

If the County deems it of general interest, the questions and answers shall be issued in a written addendum to each plan holder.

19. **Insurance:** The Contractor entering into any contract for services shall secure the insurance specified below and shall cause all its consultants/subcontractors to do likewise. All insurance shall be issued by an insurance company(s) acceptable to the County. The insurance specified in this policy directive may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the County upon execution of any agreement. Exceptions to this policy must be approved by the State's Attorney's Office.
- a. Workers' compensation. The policy shall provide the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability coverage of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
 - b. Commercial general liability. The policy shall provide occurrence form contractual, personal injury, bodily injury, and property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the County and its representatives as an additional insured. The insurance shall provide coverage on an "occurrence" basis "claims made. The policy shall be maintained for three years after completion of this contract.
 - c. Automobile liability. The policy shall cover all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
 - d. The Contractor will provide the County with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the County harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.
 - e. The County's acceptance of a certificate of insurance does not mean that the County assumes responsibility for its validity. Nor does it mean that the County represents that the coverage and limits required are adequate to protect the Contractor.
20. **Conflicting federal rules govern on subsidized projects:** The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and

payment of such federal funds. Bid awards when federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.

21. **Brand Name or Equal:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

Requests for review of "or equal" articles or materials shall be submitted to the County in writing a minimum of seven calendar days prior to the bid opening for evaluation. The evaluation of bids and determination as to equality of the products shall be the responsibility of the County and will be based on information furnished by the bidder or identified in their bid, as well as other information reasonably available to the County.

If deemed equal, written notification and/or an addendum will be issued prior to bid opening and will be public. Any request for review made less than seven calendar days prior to the bid opening may not leave sufficient time for evaluation, and in such case bidders should assume the proposed article or material will not be allowed. In addition, bidders should not assume other articles or materials will be allowed or substituted by change order following the bid award.

22. **Builders Exchanges:** The contract documents are on file at the Sioux Falls Builders Exchange, Sioux Falls, SD, and the Plains Builders Exchange, Sioux Falls, SD.
23. **Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void:** Any bidder or offerer who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5-18C, and 5-18D, or who provides any false information in the submission of any bid or offer, is subject to having their bid or offer disallowed by the County. Any contract entered into in violation of SDCL 5-18A, 5-18B, and 5-18C is null and void.

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PROPOSAL FORM

Project #: **MC17-12**

Bid Date: **Wednesday, April 18, 2018**

The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish all labor, tools, materials, and equipment necessary to fully complete the work for Minnehaha County of South Dakota as advertised in accordance with the specifications therefore furnished by the County for the following price(s):

| LINE NO. | DOT BID ITEM | ITEM DESCRIPTION | UNIT | APPROX QTY | UNIT BID PRICE | AMOUNT BID |
|---|--------------|--|------|------------|----------------|------------|
| GRADING, SURFACING, TRAFFIC CONTROL, AND EROSION CONTROL | | | | | | |
| 1 | 009E0010 | Mobilization | LS | 1 | \$ | \$ |
| 2 | 110E0130 | Remove Traffic Sign | Each | 6 | \$ | \$ |
| 3 | 110E0135 | Remove Delineator | Each | 4 | \$ | \$ |
| 4 | 120E0010 | Unclassified Excavation | CuYd | 95 | \$ | \$ |
| 5 | 120E6200 | Water for Granular Material | Mgal | 2.3 | \$ | \$ |
| 6 | 230E0020 | Contractor Furnished Topsoil | CuYd | 15 | \$ | \$ |
| 7 | 260E1010 | Base Course | Ton | 317.2 | \$ | \$ |
| 8 | 630E2000 | W Beam to Thrie Beam Guardrail Transition | Each | 4 | \$ | \$ |
| 9 | 630E2020 | W Beam Guardrail Tangent End Terminal (Truncated) | Each | 4 | \$ | \$ |
| 10 | 632E2022 | 4"x4" White Delineator Back to Back with 1.12 Lb/Ft Post | Each | 4 | \$ | \$ |
| 11 | 632E2220 | Guardrail Delineator | Each | 4 | \$ | \$ |
| 12 | 634E0110 | Traffic Control Signs | SqFt | 279.0 | \$ | \$ |
| 13 | 634E0120 | Traffic Control, Miscellaneous | LS | 1 | \$ | \$ |
| 14 | 634E0280 | Type 3 Barricade, 8' Single Sided | Each | 6 | \$ | \$ |
| 15 | 634E0285 | Type 3 Barricade, 8' Double Sided | Each | 4 | \$ | \$ |
| 16 | 734E0010 | Erosion Control | LS | 1 | \$ | \$ |
| STRUCTURE | | | | | | |
| 17 | 380E1000 | 6" Miscellaneous PCC Pavement | SqYd | 267 | \$ | \$ |
| 18 | 460E0050 | Class A45 Concrete, Bridge | CuYd | 38.4 | \$ | \$ |
| 19 | 460E0300 | Breakout Structural Concrete | CuYd | 4.4 | \$ | \$ |
| 20 | 460E0380 | Install Dowel in Concrete | Each | 62 | \$ | \$ |
| 21 | 480E0200 | Epoxy Coated Reinforcing Steel | Lb | 8180 | \$ | \$ |
| 22 | 410E2300 | Strip Seal Expansion Joint | Ft | 62.3 | \$ | \$ |
| 23 | 470E4020 | Class B Bridge Guardrail, Design 2T | Ft | 498 | \$ | \$ |

TOTAL BASE BID _____

If there is a discrepancy between unit bid prices and extensions, the unit bid price shall govern. This request will be evaluated and a contract award made to the lowest bid from a responsive and responsible bidder deemed to be in the best interest of the County.

Time of Performance: The bidder shall not commence work under this contract until **after June 24, 2018** and shall fully complete the project by **within 20 working days AND by August 10, 2018**. Bidder further agrees to pay as liquidated damages the amount specified in Section 8.7 of the SDDOT Standard Specifications for Roads and Bridges (current edition), for each working day thereafter that the project remains uncompleted.

It is understood and agreed that the quantities of material to be furnished and work to be done may be varied on construction as may be deemed advisable by Minnehaha County. It is further understood and agreed that the County, at its option, may delete items from the contract.

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

The undersigned acknowledges receipt of the following addenda to the plans and/or specifications (give number and date of each):

ADDENDUM NO. _____

DATED: _____

The undersigned submits herewith the bid security required by the Contract Documents. It is understood that the right is reserved by Minnehaha County reject any or all bids, and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

A computer prepared and printed proposal form Yes No
is attached to this proposal form.

Respectfully submitted,

By _____

_____ Federal Tax I.D. Number

_____ Fuel Tax License Number
(Contracts including highway work only)

_____ Highway Contractor's License Number
(Contracts including highway work only)

_____ Excise Tax Number

_____ Sales Tax Number

OFFICIAL ADDRESS AND PHONE NUMBER:

Address

County, State, Zip

Phone Number

Fax

Email Contact

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NOTICE OF AWARD

Date: _____

TO: _____

ADDRESS: _____

COUNTY'S PROJECT #: MC17-12

PROJECT TITLE: 260th Street Bridge Repair

You are notified that your bid publicly opened and read on April 18, 2018

for the above contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for all items on the bid proposal form.

All work as described in the plans and specifications is hereby awarded.

(Indicate total work, alternates or sections of work awarded)

The contract price of your contract is: \$Amount

One copy of each of the proposed Contract Documents accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) days of the Notice of Award that is by Date.

- 1. You must deliver to the COUNTY one (1) fully executed counterparts of the Agreement.**
- 2. You must deliver with executed Agreement, the Contract Security (bonds) as specified in the Instructions to Bidders and General Conditions.**
- 3. Provide Certificate of Insurance with the Contract.**
- 4. List other conditions precedent: _____**

Failure to comply with these conditions within the time specified will entitle Minnehaha County to consider your bid abandoned to annul the Notice of Award and to declare your Bid Security forfeited.

Within the ten (10) days after you comply with those conditions, Minnehaha County will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

MINNEHAHA COUNTY, SOUTH DAKOTA

By: _____

(Title)

You are required to return an acknowledged copy of the NOTICE OF AWARD to MINNEHAHA COUNTY.

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____ this the _____ day of _____ 20____.

By: _____

Title: _____

INTERNAL USE ONLY

Submitted by Department Head/Official to State's Attorney on __/__/__ by _____

Returned by State's Attorney to Department Head/Official on __/__/__

SAO approval: _____ returned for editing/comments: _____

Submitted by Department Head/Official to Commission Office on __/__/__ by _____

Placed on Commission Agenda for __/__/__ by _____, Commission Office

CONTRACT

Project No. MC 17-12

CONTRACT

Project No. MC 17-12

THIS AGREEMENT, made this _____ day of _____, 2018, by and between MINNEHAHA COUNTY of SOUTH DAKOTA, hereinafter called "COUNTY", and _____ hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned and the mutual covenants herein contained between the parties:

1. The CONTRACTOR will commence and complete the construction of the Installation of 260th Street Bridge Repair (the "PROJECT").
2. CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS, PROJECT PLANS AND SPECIFICATIONS within 10 calendar days after the NOTICE TO PROCEED and will complete the same in 20 working days AND by August 10, 2018 as specified in the CONTRACT DOCUMENTS unless the period for completion is modified by a Construction Change Order.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for estimated sum of \$ _____ which is based on the estimated quantities and bid prices shown in the BID PROPOSAL FORM. Actual quantities will be used to determine final payment.
5. The term "CONTRACT DOCUMENTS" means and includes the following, which are attached hereto and incorporated by this reference as if set forth herein in full:
 - A. Bid Documents
 - B. Construction Plans
 - C. Standard Specifications
 - D. Addenda
6. The COUNTY will pay to the CONTRACTOR upon such terms and conditions and in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This CONTRACT nor any of its attachments incorporated herein, shall be assigned by the CONTRACTOR without the express written permission and agreement of COUNTY executed with the same formality as this Agreement or by Resolution of the Minnehaha County Commission.
9. Nonappropriation of Funds: In the event funds are not budgeted or appropriated for any

fiscal year, purchase under this CONTRACT shall impose no obligation on COUNTY and shall become null and void except as to the purchases agreed upon for which funds have been appropriated or budgeted, and no right of action or damage shall accrue to the benefit of any bidder, contractor, their agents, successors or assigns, its successors or assignees, for any further payments or other performance under the contract.

10. CONTRACTOR agrees to indemnify and hold COUNTY, its officers, agents and employees, harmless from and defend against, any and all actions, suits, claims, liability, or damages, of any kind, arising from the services provided in this Agreement. Nothing herein requires CONTRACTOR to be responsible for or defend against claims or damages arising solely from acts or omissions of COUNTY, its officers, agents or employees.
11. CONTRACTOR shall comply with all applicable local, state and federal laws, rules and regulations.
12. CONTRACTOR acknowledges that CONTRACTOR shall pay the South Dakota Department of Labor and Regulation all contributions and interest due under the provisions of SDCL Ch. 61-5 on wages paid to individuals employed in the performance of this Contract.
13. Entire Agreement: The parties acknowledge that the terms of this Agreement including all attached and referenced CONTRACT DOCUMENTS constitute the full and final agreement of the parties hereto, superseding all prior negotiations and all prior or subsequent oral agreements. No statement, promises or inducements which are not contained in this Agreement shall be valid or binding. This Agreement may be amended only by written agreement and executed by each of the parties hereto.
14. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the parties hereto and executed by each of the parties.
15. Governing Law. The parties agree and acknowledge that this Agreement shall be construed in accordance with the laws of the State of South Dakota. Venue shall be in a court of competent jurisdiction in Minnehaha County, South Dakota.
16. Termination: This CONTRACT may be terminated by COUNTY at any time for any reason. COUNTY may extend this CONTRACT as allowed by law, but in no event is COUNTY obligated to extend the CONTRACT. If termination results due to a default by CONTRACTOR, in addition to all other available remedies, any payments due to CONTRACTOR at the time of termination may be adjusted to cover any additional costs to COUNTY because of CONTRACTOR's default.
17. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate each of which shall be deemed an original on the date first above written.

Minnehaha County:

Contractor:

SIGNATURE, TITLE

SIGNATURE, TITLE

DATE: _____

DATE: _____

ATTEST:

DEPUTY AUDITOR

NOTICE TO PROCEED

Date: _____

TO: _____

ADDRESS: _____

PROJECT NO: MC17-12

PROJECT: 260th Street Bridge Repair

CONTRACT FOR: \$ _____

You are notified that the correct time under the above contract will commence to run on

(date)

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the date of final completion _____ for Project No. MC17-12 is in 20 working days AND by August 10, 2018.

Other requirements, if any: _____

(Owner)

By _____
(Authorized Signature)

(Title)

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____, this _____ day of _____, 20_____.

(Signature)

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called PRINCIPAL, and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are hereby held and firmly bound unto MINNEHAHA COUNTY of SOUTH DAKOTA, hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL has entered into a contract with the OWNER, dated _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 wise affect its obligation in this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
PRINCIPAL
By _____(s)

ATTEST:

(Principal) Secretary
(SEAL)

(Witness as to Principal)

(Address)

SURETY

BY _____

ATTEST:

(Surety) Secretary
(SEAL)

(Witness as to Surety)

(Address)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of South Dakota.

**ACKNOWLEDGMENT OF PRINCIPAL
(Individual)**

State of _____)

: SS

County of _____)

On this ____ day of _____, 20____, before me personally appeared _____, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public

My Commission expires the ____ day of _____, 20 ____.

**ACKNOWLEDGMENT OF PRINCIPAL
(Partnership)**

State of _____)

: SS

County of _____)

On this ____ day of _____, 20____, before me personally appeared _____, who acknowledged himself to be one of the partners of _____, a partnership, and that he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as a partner.

Notary Public

My Commission expires the ____ day of _____, 20 ____.

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ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
: SS
County of _____)

On this ____ day of _____, 20____, before me personally appeared _____, who acknowledged himself to be the _____ of _____, a corporation, and that he, as such _____ being authorized to so do, by signing the name of the corporation by himself as _____.

Notary Public

My Commission expires the ____ day of _____, 20____.

AFFIDAVIT OF CORPORATE SURETY

State of _____)
: SS
County of _____)

_____ Affiant

_____, being first duly sworn on oath, deposes and says that he is the _____ of _____, that he is duly authorized to execute and deliver the foregoing obligation; that said company is authorized to execute the same and has complied in all respects with the laws of _____ in reference to becoming sole surety upon bonds, undertakings and obligations.

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public Residing In

My Commission expires the ____ day of _____, 20____.

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Name of Contractor)

(Address of Contractor)

_____, hereinafter called PRINCIPAL, and

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are hereby held and firmly bound unto MINNEHAHA COUNTY of SOUTH DAKOTA, hereinafter called OWNER, in the penal sum of _____ Dollars, (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL has entered into a contract with the OWNER, dated _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that 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 wise affect its obligation in this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
PRINCIPAL

By _____(s)

ATTEST:

(Principal) Secretary
(SEAL)

(Witness as to Principal)

(Address)

SURETY

BY _____

ATTEST:

(Surety) Secretary
(SEAL)

(Witness as to Surety)

(Address)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of South Dakota.

**ACKNOWLEDGMENT OF PRINCIPAL
(Individual)**

State of _____)

: SS

County of _____)

On this ____ day of _____, 20____, before me personally appeared _____, known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Notary Public

My Commission expires the ____ day of _____, 20 ____.

**ACKNOWLEDGMENT OF PRINCIPAL
(Partnership)**

State of _____)

: SS

County of _____)

On this ____ day of _____, 20____, before me personally appeared _____, who acknowledged himself to be one of the partners of _____ a partnership, and that he, as such partner, be authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as a partner.

Notary Public

My Commission expires the ____ day of _____, 20 ____.

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WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, _____
(Manufacturer, Materialman, Subcontractor)

has furnished to _____ the following
(Name of Contractor)

_____ for use in the construction
(Kind of Material and Services Furnished)

of a project belonging to _____, and
Minnehaha County
(Name of Owner)

designated as 260th Street Bridge Repair
(Name of Project)

NOW, THEREFORE, the undersigned:

_____ for and in
(Manufacturer, Materialman, Subcontractor)

consideration of \$ _____, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do (does) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said _____
(Name of Contractor)
for said project.

Given under my (our) hand(s) and seal(s) this _____ day of _____, 20 ____.

(Manufacturer, Materialman or Subcontractor)

By: _____

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Warranty for Construction Activity

1.0 TERM OF WARRANTY

1.1 SURFACE CONSTRUCTION ACTIVITY

The warranty shall cover the contract as to workmanship and materials for a period of one (1) year for the following construction activity:

- A. Grading—Subgrade and fill.
- B. Base course.
- C. Pavement.
- D. Bridge.

The Contractor shall maintain any deficiencies in workmanship and materials for the maintenance period, which shall run for one (1) year after the completion and acceptance of the construction. The Contractor shall repair and/or replace all deficiencies noted in the construction in a method approved by the Engineer.

1.3 REVEGETATION ACTIVITY

Vegetative cover shall include seeding, sodding, shrubbery, and trees.

The warranty for vegetative cover shall be as follows:

- A. Seeding and Sodding. The County shall do a final inspection on the vegetative cover once the conditions of the contract have been met to determine if a satisfactory vegetative cover has been established. If it is determined that a satisfactory vegetative cover has been established, the County will accept the work as complete.

If the contract calls for a disturbed area to be dormant seeded or dormant sodded or if an area cannot be revegetated due to late fall weather conditions, the County will conduct the final inspection in the spring to determine if the area has a satisfactory vegetative cover prior to acceptance

- B. Shrubby and trees shall be warranted for a period of one year from completion of the contract.

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