

CITY OF BOX ELDER, SD

ENGINEERING DEPARTMENT



PROJECT: 2025 CRACK FILL AND PATCHING

Project No. 25008

MANAGER: MIKE GUBKA
ROAD SUPERINTENDENT
CITY OF BOX ELDER
420 VILLA DRIVE
BOX ELDER, SD 57719

BID DATE: February 27th, 2025

PROJECT SUMMARY

The project will consist of city-wide crack fill that will be applied to the following until quantity is met; Westgate Rd, Radar Hill Rd, Line Rd, Reagan Ave, South Gate Rd, Box Elder Rd, Cheyenne Pass Subdivision, Frontage Rd, Douglas Rd, Meadowlark Rd, Falcon Dr, and Swallow Dr. City-wide patching will consist of full depth repairs and small mill and overlay repairs to the following until quantities are met; Westgate Rd, Line Rd, South Gate Rd.

BIDS DUE: *Thursday, February 27th, 2025, at 02:00 PM*

SUBMIT BID TO:

Hand Deliver or Mail: ***BOX ELDER CITY CLERK
420 VILLA DRIVE
BOX ELDER, SD
605.923.1404***

Or Email: cityclerk@boxelder.us

BID BOND (5% of Bid): Required

EXPECTED SCHEDULE:

- BID OPENING February, 27th, 2025
- PROJECT AWARD BY CITY : March 04th, 2025
- NOTICE TO PROCEED: March 18th, 2025
- SUBSTANTIAL COMPLETION: August 29th, 2025
- FINAL COMPLETION: September 19th, 2025

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ADVERTISEMENT FOR BID

The City of Box Elder will be accepting sealed bids for the **2025 Crack Fill and Patching, Project No. 25008**, until **2:00 PM** local time, **February 27th, 2025**, at the Box Elder City Hall, 420 Villa Drive, Box Elder, South Dakota, 57719. Bids will be opened at this time and at this location.

The project will consist of city-wide crack fill that will be applied to the following until quantity is met; Westgate Rd, Radar Hill Rd, Line Rd, Reagan Ave, South Gate Rd, Box Elder Rd, Cheyenne Pass Subdivision, Frontage Rd, Douglas Rd, Meadowlark Rd, Falcon Dr, and Swallow Dr. City-wide patching will consist of full depth repairs and small mill and overlay repairs to the following until quantities are met; Westgate Rd, Line Rd, South Gate Rd.

Bidders shall review the work areas to verify the quantities of work for the project.

Project details, specifications, and bid documents may be obtained at the Box Elder City Hall, 420 Villa Drive, Box Elder, South Dakota, 57719, or by contacting the City Clerk at 605-923-1404 ext. 213.

Bidders must have access to a current set of City of Box Elder Standard Construction Specifications, which can be found on the City’s website at <https://www.boxeldersd.us/departments/Engineering> All public improvements are required to conform to these specifications and bid prices must reflect these specifications.

Bids may not be withdrawn prior to thirty (30) days after the bid opening. The Owner will award the bid within ten (10) days after the bid opening.

The Owner has the right to reject any and all bids.

The Owner and Contractor hereby acknowledges that 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 contract. Regardless of actual construction start date, all work specified in the contract documents must be substantially completed by **August 29th, 2025** and complete in every respect and ready for final payment no later than **September 19th, 2025**.

Renee Baker
City Finance Officer

Larry Larson,
Mayor

Published two (2) times at the total approximated cost of \$ _____

_____, 2025

_____, 2025

INSTRUCTION TO BIDDERS

Bid Proposals shall be submitted to the Box Elder Finance Office no later than **02:00 PM** local time, **February 27th, 2025**. Bids shall be submitted in a sealed envelope marked "**2025 Crack Fill and Patching, Project No. 25008**". Bid envelopes shall also bear the name and address of the bidder. If submitted by mail the bid proposal envelope shall be inside a separate mailing envelope addressed to the City of Box Elder, 420 Villa Drive, Box Elder, South Dakota, 57719. No emailed bid can be accepted.

All Bid Proposals shall be submitted on the project Bid Proposal Form supplied with the contract documents. All spaces for Bid Prices must be filled in, in ink or typewritten, and the Bid Proposal form must be fully completed and executed. In the event of discrepancy between the unit prices quoted and the extended total prices, the unit prices will govern. In the event of a discrepancy between any numerical price and its written price, the written price will govern.

The Bidder must provide a price for all Bid items shown on the Bid Proposal Form.

The Owner reserves the right to delete or negotiate separate bid items with the low bidder if the total price of the Base Bid work is over the project budget, within the requirements of South Dakota Codified Laws (SDCL).

Each Bid Proposal must be accompanied by a certified check, cashier's check or bank draft in the amount equal to 5% of the total bid or a bid bond in an amount equal to 10% of the total bid. Such bid security shall be a guarantee that the successful Bidder will enter into a contract with the Owner for the work described within the contract documents and will furnish a surety bond in the amount of one hundred percent (100%) of the awarded contract for performance and payment.

Check or bid bonds submitted with the Bid Proposal will be returned to the bidders after the bid is awarded or within thirty (30) days after the date of the bid opening.

Attorneys-in-fact who sign bid bonds or Payment and Performance Bonds must file with each bond a certified and effective copy of their power-of-attorney.

The Owner reserves the right to accept any Bid that is advantageous to the Owner, waive any informalities or minor defects, and to reject any or all bids. Any Bid may be withdrawn prior to the scheduled time and date for opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered.

Conditional or qualified bids will not be accepted.

BIDDING INFORMATION

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. Bidders must satisfy themselves of the accuracy of the estimated quantities and the Bid Schedule by examination of the site and careful review of the drawings and specifications, including any addenda. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to their Bid. After Bids have been submitted, the Bidder shall not assert that there were any misunderstandings concerning the quantities of work to be done and the nature of the work to be done.

Bidders must have access to a current set of City of Box Elder Standard Construction Specifications, which can be found on the City's website at <https://www.boxeldersd.us/departments/engineering/>. All public improvements are required to conform to these specifications and bid prices must reflect these specifications.

The low Bidder shall supply the names and contact information of the major material Suppliers and Subcontractors if requested by the Owner.

The Owner may make such investigations as is deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner the Bidder is properly qualified to carry out the obligation of the Agreement and to complete the work contemplated therein.

Method of payment under this contract will be made on a monthly basis until the work is complete. 10% of the final payment amount will be retained until all lien waivers have been filed and the Owner is satisfied all claims for material and labor have been satisfied.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner, or any other person shall not affect the risks of obligations assumed by the Contractor or relieve them from fulfilling any of the conditions of the contract.

CONTRACT AWARD

The Owner intends to award the project to the lowest responsible, qualified Bidder. The successful Bidder will be required to execute the Agreement and obtain Performance and Payment Bonds within ten (10) calendar days from the date the Notice of Award is delivered to the Bidder. The Notice of Award will be accompanied by the necessary Agreement and Bond forms.

The Owner, within ten (10) calendar days of receipt of acceptable Performance and Payment Bonds and the properly executed agreement, shall sign the Agreement and return one (1) fully executed copy to the awarded Bidder. Should the Owner not execute the Agreement within such period, the awarded Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Owner and Contractor hereby acknowledges that 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 contract. Regardless of actual construction start date, all work specified in the contract documents must be substantially completed by **August 29th, 2025** and complete in every respect and ready for final payment no later than **September 19th, 2025**.

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the Project shall apply to the contract throughout.

BID PROPOSAL

Bid Proposal submitted to:

City of Box Elder
420 Villa Drive
Box Elder, SD 57719

Bid Proposal for: **2025 Crack Fill and Patching, Project No. 25008**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City of Box Elder in the form included in the Bidding Documents for the prices and within the time indicated in this Bid and in accordance with the other terms and conditions on the Bidding Documents.

The Bidder accepts all of the terms and conditions of the Instruction to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

- 1. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No. / Date

- 2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 4. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from Site visits; Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect on such information, observations, and documents on the (1) cost, progress, and performance of the Work; (2) the means, methods, techniques, sequence, and procedures of construction to be employed by the Bidder, including applying specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidders safety precautions and programs.
- 5. Based on the information and observations the Bidder does not consider that further examinations, investigation, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the time required, and in accordance with the other terms and conditions of the Bidding Documents.

6. Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relate to the Work as indicated in the Bidding Documents.
7. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
9. Bidder will submit written evidence of its authority to do business in the State of South Dakota not later than the date of the execution of the Agreement.

Bidder certifies that;

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rule of any group, organization, association, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding, and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
5. Bidder agrees that the following information is correct:
 - a. The bidder, in preparing its bid or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, is not an entity, regardless of its principal place of business, that is ultimately owned or controlled, directly or indirectly, by a foreign national, a foreign parent entity, or foreign government from China, Iran, North Korea, Russia, Cuba, or Venezuela, as defined by SDCL 5-18A.
 - b. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid or response submitted by the bidder on this project and terminate any contract awarded based on the bid. The successful bidder further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.
 - c. Complete Certification of Prohibited Entity Status and **include with bid proposal** (See Appendix I).

The Bidder will complete the Work in accordance with the Contract Documents for the following price; total price to include all work associated, indicated, or implied by contract documents for a completed project; lump sum requirements for bid items and alternates to be completed, additional elements may need to be included in bid units provided to accomplish work.

BID SCHEDULE: A					
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTIT Y	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Crack fill	LF	175000+/-		
4	Asphalt Patch Full Depth Repair	SQYD	500+/-		
5	Asphalt Patch Mill and Overlay	SQYD	500+/-		
				Total Price Schedule A	

BID PROPOSAL SUMMARY

PROJECT NAME (Sch A and Sch B Total) =

(Words)

(\$ _____)

(Figures)

The contract award will be based on the lowest qualified bid. It is understood the City of Box Elder has the option to accept any or all Bids at its discretion. Bidders may not **condition their Bids.**

Bidders acknowledge the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. The final payment for all unit price items will be based on the actual in-place quantity of items installed based upon field measurements and truck weight tickets.

Bidder understands time is of the essence for completion of the work and acknowledges the Work will be completed and ready for final payment on or before the completion date in accordance with Contract Documents. Bidder accepts the provisions of the Agreement of liquidated damages in the amount of **One Hundred (\$100)** per calendar day for failure to complete on time.

Corporation Name: _____ (Corporate Seal)

State of Incorporation: _____

Type: _____
General Business, Professional, Service, Limited Liability

By: _____
Signature

Name (typed or printed): _____

Title: _____

Attest: _____

Bidder's Business Address: _____

Telephone No.: _____ **FAX No.** _____

Contact E-mail: _____

SUBMITTED on _____, 2025

Joint Venture (Each joint venturer must sign):

Name of Joint Venture: _____

First Joint Venturer Name: _____ (Seal)

By: _____
Signature of first joint venture partner—attach evidence of authority to sign

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (Seal)

By: _____
Signature of second joint venture partner—attach evidence of authority to sign

Name (typed or printed): _____

Title: _____

SUBMITTED on _____, 2025

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*): City of Box Elder
 420 Villa Drive
 Box Elder, SD 57719

BID

Bid Due Date: February 27th, 2025

Description: 2025 Crack Fill and Patching, Project No. 25008.

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal Sum \$ _____

Figures: _____

Words: _____

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)

(Seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Att.)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Bidder and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) or the executed Agreement or any performance and payment bonds required by the Bidding Documents. This obligation shall be null and void if:

1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
2. All Bids are rejected by Owner, or
3. Owner fails to issue a Notice of Award within the time period specified in the Bidding Documents (or any extension thereof agreed upon to in writing by Bidder and if applicable, consented to by Surety when required below).

Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying the Bond and the Project and including a statement of the amount due.

Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

No suit of action shall be commenced under this Bond prior to 30 calendar days after the notice of default, as stated above is, is received by Bidder and Surety, and in no case later than one (1) year after Bid due date. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of South Dakota.

Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notice may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

This Bond is intended to conform to all applicable statutory requirements. A requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term "Bid" as used herein includes a Bid, or proposal as applicable.

NOTICE OF AWARD

Date: _____

Owner: City of Box Elder

Contractor: _____

Address: 420 Villa Drive

Address: _____

Box Elder, SD 57719

Project Name: 2025 Roadway Maintenance and Repairs, Project No. 25008

Project Location: Box Elder, South Dakota

You are hereby notified that your Bid dated _____ for the above-named project has been considered. You are the Successful Bidder and are awarded a Contract for Construction for this project.

The project will consist of city-wide crack fill that will be applied to the following until quantity is met; Westgate Rd, Radar Hill Rd, Line Rd, Reagan Ave, South Gate Rd, Box Elder Rd, Cheyenne Pass Subdivision, Frontage Rd, Douglas Rd, Meadowlark Rd, Falcon Dr, and Swallow Dr. City-wide patching will consist of full depth repairs and small mill and overlay repairs to the following until quantities are met; Westgate Rd, Line Rd, South Gate Rd.

The Total Price of your Contract is \$_____

Sets of Drawings and Specifications will be made available to you for your use.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) signed originals of the Contract for Construction for Owner's signature.
2. Deliver with the executed Contract the Performance and Payment Bonds as specified in the Contract Documents.
3. Deliver with the executed Contract and Bonds a copy of your Certificate of Insurance.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one (1) fully executed counterpart of the Contract for Construction.

Owner: City of Box Elder

Contractor: _____

By: _____

Authorized Signature

By: _____

Authorized Signature

Title

Title

Date

Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT dated the _____ day of _____ 2025 is by and between the City of Box Elder ("Owner ") and _____ ("Contractor").

Owner and Contractor hereby agree as follows:

The Contractor shall complete all Work as specified or indicated within the Contract Documents for 2025 Crack Fill and Patching, Project No. 25008. The Work is generally described as:

The project will consist of city-wide crack fill that will be applied to the following until quantity is met; Westgate Rd, Radar Hill Rd, Line Rd, Reagan Ave, South Gate Rd, Box Elder Rd, Cheyenne Pass Subdivision, Frontage Rd, Douglas Rd, Meadowlark Rd, Falcon Dr, and Swallow Dr. City-wide patching will consist of full depth repairs and small mill and overlay repairs to the following until quantities are met; Westgate Rd, Line Rd, South Gate Rd.

The Owner and Contractor hereby acknowledges that 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 contract. All work specified in the contract documents must be substantially completed by August 29th, 2025 and complete in every respect and ready for final payment no later than September 19th, 2025.

The parties also recognize that delays in the project completion represent a financial loss to the Owner and as such the Contractor agrees to pay to the Owner a sum of **One Hundred (\$100)** per each calendar day for each and every day past the completion date that the work remains uncompleted. Completion of the work shall consist of all specified work and all incidental work obviously necessary for the proper completion and cleanup of the work.

Payment for the work shall be made on a monthly basis until the work is complete, based upon the actual quantities of each bid item installed per the Contract Documents.

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

1. The Contractor has examined and carefully studied the Contract Documents and the other related data identified within the Contract Documents.
2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect costs, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor, information commonly known to contractors doing business in the locality of the City of Box Elder; information and observations obtained from visits to the Site; the Contract Documents with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be

- employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
5. Based upon the information and observations referred to herein, Contractor does not consider that further examinations, investigation, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
 6. Contractor agrees to warrantee the work against defects in material and workmanship for a period of **one (1) year** after the date of final payment.
 7. Contractor is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 8. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
 9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

The Contract Documents consist of the following:

1. Advertisement for Bid
2. Scope of Work
3. Instructions to Bidders
4. Contractor’s Bid Proposal
5. Bid Bond
6. Notice of Award
7. This Agreement
8. Payment Bond
9. Performance Bond
10. The project Specifications
11. Any Addenda issued by the Owner
12. Any Documents that may be issued on or after the Effective Date of the Agreement and are not attached hereto such as:
 - a. Notice to Proceed
 - b. Work Change Directive
 - c. Shop Drawing Transmittals
 - d. Change Orders
 - e. Applications for Payment
 - f. Lien Waivers

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ 2025

(Effective Date of the Agreement)

OWNER: City of Box Elder

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Address for giving Notices:

Address for giving Notices:

420 Villa Drive

Box Elder, SD 57719

NOTICE TO PROCEED

Date: _____

Owner: City of Box Elder

Contractor: _____

Address: 420 Villa Drive

Address: _____

Box Elder, SD 57719

Project Name: 2025 Crack Fill and Patching, Project No. 25008.

Project Location: Box Elder, South Dakota

You are hereby notified that the Contract Time under the above Contract will commence to run on _____ 2025. On or before that date, you are to start performing your obligation under the Contract Documents. In accordance with the Agreement, all work specified in the contract documents must be substantially completed by **August 29th, 2025** and final Completion for all work is **September 19th, 2025**.

Before you may start any Work at the Site you must deliver to the Owner;

1. Deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. Schedule a preconstruction conference with the Owner a minimum of two (2) weeks prior to starting work. You will be required to submit a project schedule, temporary traffic control plan and a stormwater prevention plan (SWPP) for the work to be performed under this contract at the preconstruction conference.
3. Prior to scheduling preconstruction conference, all submittals must be received and approved by engineers.

Acknowledged by:

Owner: City of Box Elder

Contractor:

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

PERFORMANCE BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):* City of Box Elder
420 Villa Drive
Box Elder, SD 57719

BID

Bid Due Date: February 27th, 2025.

The project will consist of city-wide crack fill that will be applied to the following until quantity is met; Westgate Rd, Radar Hill Rd, Line Rd, Reagan Ave, South Gate Rd, Box Elder Rd, Cheyenne Pass Subdivision, Frontage Rd, Douglas Rd, Meadowlark Rd, Falcon Dr, and Swallow Dr. City-wide patching will consist of full depth repairs and small mill and overlay repairs to the following until quantities are met; Westgate Rd, Line Rd, South Gate Rd.

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal Sum \$ _____

(Figures)

(Words)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR

SURETY

<p>_____ Contractor's Name and Corporate Seal</p> <p>By: _____ Signature</p> <p>_____ Print Name</p> <p>_____ Title</p> <p>Attest: _____ Signature</p> <p>_____ Title</p>	(Seal)	<p>_____ Surety's Name and Corporate Seal</p> <p>By: _____ Signature (Attach Power of Att.)</p> <p>_____ Print Name</p> <p>_____ Title</p> <p>Attest: _____ Signature</p> <p>_____ Title</p>	(Seal)
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Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

- 3.4 Waives its right to perform and complete, arrange for completion, or obtain a new Contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefore.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

<p>FOR INFORMATION ONLY - (Name, Address, and Telephone) Surety Agency or Broker:</p> <p>Owner's Representative Engineer or other:</p>

PAYMENT BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address): City of Box Elder
420 Villa Drive
Box Elder, SD 57719

BID

Bid Due Date: February 27th, 2025.

The project will consist of city-wide crack fill that will be applied to the following until quantity is met; Westgate Rd, Radar Hill Rd, Line Rd, Reagan Ave, South Gate Rd, Box Elder Rd, Cheyenne Pass Subdivision, Frontage Rd, Douglas Rd, Meadowlark Rd, Falcon Dr, and Swallow Dr. City-wide patching will consist of full depth repairs and small mill and overlay repairs to the following until quantities are met; Westgate Rd, Line Rd, South Gate Rd.

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal Sum \$ _____

(Figures)

(Words)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Att.)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging nonpayment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

- 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10. Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders, and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
- 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15. Definitions
 - 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ON Y - (Name, Address, and Telephone) Surety Agency or Broker: Owner's Representative Engineer or other:

CONTRACTOR'S APPLICATION FOR PAYMENT (Example Form)

2024 Revision - City of Box Elder

Contractor's Application for Payment No. 0

Application Period: Previous Application Date to This Application Date From (Contractor): Contract: Contractor's Project No.:	Application Date: XXXX.XX.XX Via (Engineering Consultant): Engineering Consultant Project No.:
To (Owner): City of Box Elder, SD Project: Project Name City Contract No.:	

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		
		\$0.00

1. ORIGINAL CONTRACT PRICE..... \$

2. Net change by Change Orders..... \$ **\$0.00**

3. Current Contract Price (Line 1 ± 2)..... \$ **\$0.00**

4. TOTAL COMPLETED AND STORED TO DATE
(Column F total on Progress Estimates)..... \$ **\$0.00**

5. RETAINAGE:

a. 10% Work Completed..	X	\$0.00	Work Completed..	\$	\$0.00
b. 10% Stored Material....	X	\$0.00	Stored Material....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b)..... \$ \$0.00					

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ **\$0.00**

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$

8. AMOUNT DUE THIS APPLICATION..... \$ **\$0.00**

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G total on Progress Estimates + Line 5.c above)..... \$ **\$0.00**

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or

Payment c \$ <u>\$0.00</u> (Line 8 or other - attach explanation of the other amount)	Project Engineer (Date)
Payment c \$ <u>\$0.00</u> (Line 8 or other - attach explanation of the other amount)	City Engineer (Date)
Approved by: _____ Owner (City of Box Elder)	(Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		Application Number:									
Application Period:		Application Date:									
Item	A	Contract Information			B	C	D	E	F		
		Item Quantity	Units	Unit Price					Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date
Totals											

EJCDC® C-620 Contractor's Application for Payment
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 Page 5 of 6

SPECIAL PROVISIONS

GENERAL

1.1 SUMMARY

- A. The work to be performed under this contract shall consist of furnishing the following to perform the work outlined in these specifications or as indicated by project drawings:
1. tools
 2. equipment
 3. materials
 4. labor
 5. supplies
 6. manufactured articles
 7. all transportation to complete the work
 8. temporary facilities
 9. owner required traffic control

Location of Work: City of Box Elder, South Dakota

- B. Incidentals Items: All work, materials, and services not expressly listed as being provided by others or not expressly called for in the contract but are necessary for the completion of the work in good faith, shall be furnished, installed, and performed by the contractor.

1.2 SUMMARY OF WORK TO BE DONE BY CONTRACTOR

- A. The project will consist of city-wide crack fill that will be applied to the following until quantity is met; Westgate Rd, Radar Hill Rd, Line Rd, Reagan Ave, South Gate Rd, Box Elder Rd, Cheyenne Pass Subdivision, Frontage Rd, Douglas Rd, Meadowlark Rd, Falcon Dr, and Swallow Dr. City-wide patching will consist of full depth repairs and small mill and overlay repairs to the following until quantities are met; Westgate Rd, Line Rd, South Gate Rd.

1.3 ADDITIONAL INFORMATION

For information regarding the technical aspects of the project, contact the Project Manager:

Mike Gubka
City of Box Elder, Road Superintendent
420 Villa Drive
Box Elder, SD 57719
Telephone: 605-923-1404

Comply with all City of Box Elder ordinances and other State and local regulations related to the completion of the work including the acquisition of necessary permits.

1.4 PRE-CONSTRUCTION CONFERENCE

- A. Required after award of contract and a minimum of two weeks prior to start of construction.

- B. Representatives from the following shall attend.
 - 1. Prime Contractor and any Subcontractors
 - 2. Project Manager and any Technical Representative(s)
 - 3. Applicable Franchise Utility Company Representative(s)

- C. The Contractor shall bring the following Submittals to the preconstruction conference.
 - 1. Project Schedule
 - 2. Traffic Control Plan

- D. The Project Manager will arrange a date that is mutually acceptable to all parties planning to attend.

- E. Contractor shall notify subcontractors of time and date of meeting.

1.5 CONSTRUCTION SCHEDULE

- A. Present Project Manager with a written preliminary construction schedule containing start and completion dates of the major items at the preconstruction meeting. Schedule must show how the Contractor plans to complete the project on or before the specified completion date.

- B. Notify the Project Manager three full working days in advance of any construction.

- C. Communicate major changes to the schedule to the Project Manager in writing.

- D. Provide an updated construction schedule with each pay application.

- E. The Contractor must take appropriate measures to expedite work items that are behind schedule, including the use of outside forces to complete the work, without additional compensation.

1.6 TEMPORARY TRAFFIC CONTROL

- A. All temporary traffic control must be in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and as state herein. The Contractor shall provide traffic control devices as may be required at locations where construction is of short-term duration (i.e., street intersections and access to private property), as well as traffic control devices that are expected to be in place for the duration of the project.

- B. Construction operations must be conducted in a manner that will provide for uninterrupted movement of traffic on all public and private roadways within the construction area. At a minimum, the Contractor shall maintain one lane of traffic in each direction or provide flaggers to control alternating traffic through a single lane.

- C. Temporary ramps shall be installed and maintained at intersections and driveways for the duration of the project. At no time shall the flow of traffic be stopped completely without the approval of the Engineer. Approval for short-term, temporary closures or detours, if given, will be limited to a specific instance and will not be approved as standard practice.

- D. The Contractor shall limit all construction traffic, including material delivery and spoil removal, to those streets where there are construction activities taking place. The City will immediately suspend work if the Contractor does not limit construction traffic to approved streets. Work will be allowed to resume only after the Contractor has submitted a construction traffic routing plan limiting construction traffic to approved streets. This plan will be reviewed by the City prior to its implementation. Damage to streets resulting from unapproved construction traffic shall be corrected by the Contractor at no expense to the City.
- E. The Contractor shall submit traffic control plans to the Engineer for review at the preconstruction conference. The traffic control plan must include a description of the traffic control devices, signing, and flaggers that are to be provided. Work shall not begin until the City approves the traffic control plans. Following approval, the plan must be adhered to at all times.
- F. On streets where parking is normally allowed, the Contractor must furnish and place at least three "No Parking" signs on each side of each block of the street where parking is to be prohibited. The signs must be highly visible to motorists from all approaches to the area where parking will be restricted. The signs must be posted at least two full working days in advance of any construction activity and must state the date and times when parking will be prohibited.
- G. Construction operations must not commence until all construction signing is in place. Construction signing required for the project must be furnished and maintained by the Contractor.
- H. All public and private roadways and driveways within the project area must be fully opened to local traffic at the end of each work day and at all times when no work is taking place. When the progress of the work requires temporary closures of residential driveways, the Contractor shall provide notice to the affected residential properties 48-hours in advance of the closure. Access to residential driveways must be reestablished as soon as possible. The Contractor shall maintain continuous access to commercial and industrial properties except during paving operations. The Contractor must meet on-site with the manager of each business a minimum of 72-hours in advance of any work affecting access to their property and inform them of the measures taken to maintain access. The Contractor must place and maintain "Driveway Open" signs at commercial driveways to guide customers and deliveries to the appropriate entrances during the work. The signs must be repositioned on a continuous basis as the progress of work requires.
- I. After working hours, construction equipment must be parked outside traveled portions of the roadways and must be isolated with construction fencing and lighted barricades.
- J. In the event the Contractor fails to provide and maintain proper barricades, signs, and other traffic control devices within one hour after notification by the Engineer, the City may install the traffic control devices at the Contractor's expense. The City will deduct two times (200 percent) the City's actual cost, which will include all labor, equipment, and materials involved, from any payments due or coming due to the Contractor.

1.7 GENERAL SPECIFICATIONS

- A. Below is a list of general specifications applicable to this project. The Contractor is responsible for referencing the specifications below as well as all other sections in the Standard Construction Specifications applicable to the work. All public improvements are required to conform to the City of Box Elder Standard Construction Specifications and Details.
1. Section 01.00.00 – References
 2. Section 01.31.13 – Project Management
 3. Section 01.31.15 – Submittal Procedures
 4. Section 01.45.23 – Quality Requirements
 5. Section 01.71.23 – Staking and Construction Surveying

1.8 DETAIL DRAWINGS

- A. Contractor shall reference applicable City Standard Detail Drawings as referenced on the Construction Drawings and in the Contract Documents. Detail Drawings are listed in the City of Box Elder Standard Construction Specifications and Details document. All public improvements are required to conform to the City of Box Elder Standard Construction Specifications and Details.

1.9 PRICE AND PAYMENT

- A. Summary
1. Work covered by each section includes method of measure and basis of payment for all divisions included.
 2. Payment for the various Bid Items shall include all compensation to be received by the Contractor for furnishing all tools, equipment, materials, labor, supplies, manufactured articles, transportation, and temporary facilities required to complete the work in accordance with contract documents including incidentals.
 3. Respective prices and payment shall constitute full compensation for all work completed including incidentals.
 4. All items not expressly listed as being provided by others that are necessary for the completion of work shall be furnished and installed by the Contractor.
- B. Estimated Quantities
1. All quantities stipulated in the bid schedule or other contract documents are approximate and are to be used: (1) as basis for estimating the probable cost of the work and (2) for the purpose of comparing the bids submitted.
 2. The Contractor shall be paid for actual quantities installed based on the quantities measured in the field. The actual amount of work completed and materials furnished may differ from estimated quantities. The Contractor shall make no claim for damages, anticipated profits, or otherwise, on account of differences between the estimated amounts and the actual amount of work performed and materials furnished.
- C. Survey and Measurements
1. All quantity measurements shall be the responsibility of the Contractor and will be verified by the Project Manager.
 2. All measurements and subsequent payments will be based on completed and accepted work performed in strict accordance with the plans, specifications, and other contract documents.

1.10 WORKING HOURS/DAYS

- A. Except as required for safety purposes, all work shall be performed during regularly scheduled working hours. The Contractor shall not work on Saturday, Sunday, or a Federal holiday without the Owner and Project Manager’s consent.

1.11 COORDINATION WITH OTHER CONTRACTORS/UTILITIES

- A. Coordinate work with other contractors (i.e. roads, building, etc.) in the area as necessary to complete the work specified.
- B. Coordinate work with local utilities (i.e. water and sewer, power, telephone). Note: all buried utilities may not be shown on the plans. It is the Contractor’s responsibility for having utilities marked prior to construction.
- C. Franchise utility contacts for this project are provided below.

Utility	Contact	Telephone	Email
West River Electric	Matt Schmahl	605-391-1956	mschmahl@westriver.com
Black Hills Energy	Travis Powrie	605-721-2642	Travis.powrie@blackhillscorp.com
MDU Gas	Katie Good	605-381-8980	kristina.good@mdu.com
Midco	Darin McIntosh	605-791-0356	darin.mcintosh@midco.com
Bluepeak	Jerome Hardy	605-721-2000	Jermone.hardy@mybluepeak.com
Century Link	Arthur Turner	605-519-1146	Arthur.Turner@limen.com
SDN Communications	Ryan Smith	605-390-3502	Ryan.smith@sdncommunications.com

BID ITEM DESCRIPTIONS

1 Item No. 1 - Mobilization

- A. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work per each bid schedule.

2 Item No. 2 – Temporary Traffic Control

- A. See Section 1.6 Temporary Traffic Control of Special Provisions
- B. See Section 32.12.16 of the City of Box Elder Standard Construction Specifications.
- C. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials and incidentals required to complete the work.
- D. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials and incidentals required to complete the work per each bid schedule.

3 Item No. 5 – Crack Fill

- A. See Sections, 32.12.16 of Standard Construction Specifications and Construction Maps
- B. Crack Filling: The placement of ordinary treatment materials into non-working cracks to substantially reduce infiltration of water and to reinforce the adjacent pavement.
- C. Payment for this bid item will be on a square yard basis and will include all equipment, labor, materials and incidentals required to complete the work.

4 Item No. 4 – Full Depth Repair

- A. See Sections, 32.12.16 of Standard Construction Specifications and Construction Maps.
- B. Full depth repairs shall include removal of alligatored asphalt as marked in the field by the Engineer. This bid item shall also include filling in the repair area where applicable with crushed rock and installing a minimum 5 -inch asphalt patch. All materials shall be compacted to City of Box Elder specifications. Ground or recycled asphalt can substitute for crushed rock.
- C. Payment for this bid item will be on a square yard basis and will include all equipment, labor, materials and incidentals required to complete the work.

5 Item No. 3 – Mill and Overlay

- A. See Section 32.12.16 of the City of Box Elder Standard Construction Specifications.
- B. This bid item includes all milling and asphalt overlay **to perform asphalt repairs**. These repairs are to be full depth of existing asphalt or until stable asphalt is discovered.

- C. Any crushed or ground millings may be placed onto the shoulder of either side of the road. The millings shall be spread evenly and along the roadside to act as a shoulder. These millings are not intended or assumed to serve as a road shoulder. Any spreading of millings is to dispose of onsite materials. Spreading of millings does not constitute construction of a road shoulder. No warranty will be assumed from millings spread. This must be approved by the Road Superintendent.
- D. Any crushed or ground millings may be kept by the contractor at their expense.
- E. Payment for this bid item will be on a square yard basis and will include all equipment, labor, materials and incidentals required to complete the work.

For all other work items not referenced above refer to the City of Box Elder Standard Construction Specifications and Details.

APPENDIX I: PROHIBITED ENTITY STATUS

SDCL 5-18A-51

Request for Proposal

Solicitation for Bid

Other Procurement

SDCL 5-18A-1(19A) defines “Prohibited Entity” as follows:

“[A]n organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled by:

- (a) A foreign parent entity from the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela; or
- (b) The government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

A prohibited entity does not include a citizen or legal permanent resident of the United States, or an individual foreign national.”

The undersigned hereby certifies the following:

1. I am an authorized representative and agent of _____ (“Bidder”);
2. Initial one:
 - ___ Bidder is not a Prohibited Entity as defined by SDCL 5-18A-1(19A); or
 - ___ Bidder is a Prohibited Entity pursuant to SDCL 5-18A-1(19A) but grounds for waiver exist pursuant to SDCL 5-18A-52. If marking this option, provide the basis for the requested grounds for waiver.
3. I understand that a Bidder who becomes a Prohibited Entity, as defined above, at any time after making this certification that it is not a Prohibited Entity, Bidder must provide written notice to the City, who may terminate the contract.

4. I understand that the City of Box Elder has the right to terminate a contract with any contractor who submits a false certification, and that any bidder who submits a false certification may be subject to suspension or debarment under SDCL 5-18D-12.

Dated this _____ day of _____, 20____.

(Contractor Business Name)

By: _____

Printed name: _____

Title: _____