

CONTRACT DOCUMENTS

FOR

COMMUNITY TRANSIT BUILDING EXPANSION & REMODELING

MILBANK, SOUTH DAKOTA

OWNER: COMMUNITY TRANSIT
205 FIRST AVE NE
WATERTOWN, SD 57201

BY: HOLTON ENGINEERING, INC.
CONSULTING ENGINEER
128 EAST HICKORY STR.
P.O. BOX 68
SISSETON, SD 57262

I hereby certify that this Plan, Specification, Drawings or report was prepared by me or under my direct supervision and that, I am a dully Registered Professional Engineer and Professional Land Surveyor under the laws of the state of South Dakota.

Larry J Holton PE & PLS
SD Registration No. 2359
Date: November 29, 2023.

BOOK ONE OF TWO

SECTION 00005

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COMMUNITY TRANSIT

205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

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COMMUNITY TRANSIT

205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

OWNER:

COMMUNITY TRANSIT
TERRY HOFFMAN, CO-EXECUTIVE DIRECTOR
205 FIRST AVE NE
WATERTOWN, SD 57201
Telephone 605-882-5287
Cell phone 605-880-7858
Email: terry@communitytransitws.com

ENGINEER:

LARRY HOLTON PE & PLS
HOLTON ENGINEERING, INC.
128 EAST HICKORY STR.
P.O. BOX 68
SISSETON, SD 57262-0068
Telephone 605-698-3850
Email: lholt@venturecomm.net

NOTICE OF CALL FOR BIDS

COMMUNITY TRANSIT

205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

BID CLOSE AT: 1:00 P.M. C.D.T. March, 2024.

NOTICE TO CONTRACTORS

Sealed Bid Proposals for work indicate above at the Community Transit 511 Courthouse Str., Milbank, SD 57252 will be received by the COMMUNITY TRANSIT office at 205 First Ave NE at Watertown, SD 57201 until the date and hour indicated above, and will be publicly opened and read aloud immediately thereafter. The work in accordance with Contract Documents, Plan Drawings and Specifications prepared by Holton Engineering, Inc., 128 East Hickory Street, P.O. Box 68, Sisseton, SD 57262-0068, consisting of the Construction of the Community Transit Building Expansion and Remodeling in existing Building as per Specifications and Plan Drawings.

Bid Proposals shall be submitted on forms furnished for that purpose.

Pre-Bid meeting will be held February 14, 2023 at 1:00 P.M. at Holton Engineering, Inc., Office at 128 East Hickory Street, Sisseton, SD 57262 for prospective Bidders and subcontractors, or a Contractor can contact the Office of Holton Engineering, Inc. on an individual basis with questions.

Each Bid Proposal shall be accompanied by a "Bid Security" in the form of a Bid Bond in the amount not less than ten percent (10) of the total bid payable to the OWNER, with the surety company thereon duly authorized to do business in the State of South Dakota, such Bid Bond to be a guarantee that the bidder will not for a period of thirty (30) days, after the opening of bids, and, if awarded a contract, will enter into a contract with OWNER and the amount of the bond enforced by the OWNER in case the bidder fail to do so. All bid securities except those of the three (3) lowest bidders will be returned within five (5) days after the opening of bids.

The Bid Security of the three (3) lowest bidders will be retained until the contract is executed, but in no event longer than thirty (30) days, provided the Bid Security of the lowest responsible bidder shall be retained in any event until the contract is executed and Performance and Payment Bond furnished as herein provided. No bidder shall without consent of the OWNER, withdraw their bid for a period of thirty (30) days after the date for the opening thereof.

The bid of the lowest responsible bidder will be accepted on or before the expiration of thirty (days after the date of the opening of bids). The

Owner, however, reserves the right to reject any or all bids and to wave any minor irregularities, informalities or discrepancies.

Contract Documents, Plan Drawings and Specifications are on file for inspection at the office of Holton Engineering, Inc., 128 East Hickory Street, Sisseton, SD 57262-0068 and Community Transit, 205 First Ave NE, Watertown, South Dakota 57201.

Bidders desiring Contract Documents, Plan Drawings and Specification for personal use may secure a complete set from at no cost for emailed PDF copies or a printed copy and mailing set for \$40.00 payable to Holton Engineering, Inc., which is nonrefundable.

Larry J Holton PE & PLS
Holton Engineering, Inc.
128 East Hickory Street
P.O. Box 68
Sisseton, SD 57262-0068
Phone 605-698-3850
Email lholt@venturecomm.net

Dated at Watertown, South Dakota, this 8th day of January, 2024.

BY: COMMUNITY TRANSIT

205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

INFORMATION AVAILABLE TO BIDDERS

COMMUNITY TRANSIT

205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

The Specifications hereto attached, including therein, drawings incorporated by reference or otherwise, and including therewith a complete set of forms of Bid Proposal, Bid Bond, Contract, and Performance and Payment Bond, are furnished for the convenience of bidders. In submitting Bid Proposal, Bidder shall comply with the following instructions which shall control as to the submission of Bid.

1. BASIS OF AWARD: The OWNER shall award a contract to the lowest Responsible Bidder. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities, or discrepancies.
2. QUALIFICATIONS OF BIDDERS: The OWNER may make such investigation as he deems necessary to determine the ability of bidder to perform work, and 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 evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete work contemplated therein.

CONDITIONAL BIDS WILL NOT BE ACCEPTED.

3. DETERMINATION OF APPROVED EQUAL AS TO EQUIPMENT AND MATERIALS: Certain types of equipment and kinds of material are described in the specifications by means of trade names and/or manufacturer's names, capable of accomplishing the purpose of the types of equipment and kinds of materials specifically indicated. Such types of equipment and kinds of material will be acceptable to the OWNER.

The types of equipment and kinds of material to be used, if not specifically indicated in the specifications, must be approved in writing by the ENGINEER and be agreed upon by OWNER prior to letting of contract. No substitution will be allowed after the letting of the contract except in unusual circumstances such as supplier strikes etc.

4. ADDENDA: No oral interpretations will be made to any bidder as to the meaning of the specification or of the drawings incorporated therein by reference or otherwise. Every request for such and interpretation shall be made in writing to:
Larry J Holton PE & PLS

Holton Engineering, Inc.
128 East Hickory Str.
P.O. Box 68
Sisseton, SD 57262-0068
Phone 605-698-3850
Email lholtton@venturecomm.net

Any inquiry received seven (7) or more calendar days (168 hours) prior to time for opening of bids will be considered. Every interpretation by the ENGINEER shall be in the form of an addendum which will be filed in the office of COMMUNITY TRANSIT and at the aforesaid office of the ENGINEER, at least three (3) calendar days before the date for opening of bids. In addition, such addenda will be faxed, mailed or emailed to all those that have procured a set of Contract Documents, Plan Drawings and specifications, but it shall be the bidder's responsibility to make inquiry as to the addenda's issued, and all bids shall be considered and the contract let to the successful bidder upon the basis of all such addenda's whether or not in fact received by the bidders.

5. ERRORS: POTENTIAL BIDDERS SHALL PROMPTLY NOTIFY:

Larry J Holton PE & PLS
Holton Engineering, Inc.
128 East Hickory Street
P.O. Box 68
Sisseton, SD 57262-0068
Phone 605-698-3850
Email lholtton@venturecomm.net

Of an ambiguity, inconsistency, or material error which may be discovered upon examination of the bid documents, plans drawings and specification, which item shall be remedied only by Addenda.

6. INSPECTION OF SITE: Each bidder shall inspect the site of the proposed work, the structure and construction area of the proposed work, any obstacles that maybe encountered and all other relevant matters and conditions in the area of the proposed work, to inform them of the conditions under which the work is to be performed and it shall be understood that the Bidder's Bid Proposal is submitted on the basis of such inspection.

1. Contact at Community Transit at Milbank to set up an inspection of Site and existing building is Melissa Bump at Phone 605-432-4866 or Terry Hoffman at Cell 605-880-7858 or Kathy Holman at Cell 605-268-2403.

The nature of the work required demands thorough review of all Plan Drawings and Specifications, and a diligent and careful site inspection by all prospective bidders as a means of determining the extent and conditions under which the work is to be performed.

A pre-bid conference will be held as indicated below. However, it shall be expressly understood that the extent and conditions indicated shall in no way be construed as confining or limiting the precise nature and extent of work required.

It shall be clearly understood by all bidders that the end results are the determinant of the work to be done, and additional changes will not be considered for work which, prior to bidding, could reasonably be inferred as appropriate by examination of the drawings and specifications, visiting the site and closely reviewing the work as indicated above.

7. The CONTRACTOR is responsible for the quantity and quality of all materials need for the Project.
8. PRE-BID CONFERENCE: February 14, 2024 at 1:00 PM at the Office of Holton Engineering, Inc.; 128 East Hickory Street, Sisseton, SD 57262.
9. SUBCONTRACTING: No part of the contemplated work shall be sublet except with prior consent of the OWNER. All subcontractors shall be contractors of recognized standing having a record of satisfactory performance.
10. TIME OF COMPLETION: The OWNER requires that construction be completed and ready for use on or before JULY 11, 2023.
11. COMPLETION OF BID PROPOSAL: All blank spaces in the Bid Proposal form shall be filled in with ink or by typewriter and any alteration, correction or deletion initialed as approved by the Bidder, or in the case of a corporate bidder, by its duly authorized officer prior to the opening of bids.

The Contractor total amount price shall be in writing and in figures; in case of conflict, the former shall apply.

Bidders shall not include in the Bid Proposal any condition not contemplated by and included in the Plan Drawings, Specifications and Bid Proposal form.

12. EXECUTION OF BID PROPOSAL: If the Bid Proposal is signed by individual or partnership bidders, it shall be signed by bidder or bidders individually; if signed for a corporate bidder by the duly authorized officer or officers of a corporate bidder signing for and on behalf of their corporation; or, if signed by attorney-in-fact for a bidder, power of attorney evidencing authority of individual signing shall accompany Bid Proposal.
13. BID SECURITY: Together with bidder's Bid Proposal, bidder shall submit the Bid Security in the form of BID BOND payable to COMMUNITY TRANSIT in the amount of not less than ten percent (10%) of the total Bid with the surety company thereon duly authorized to do business in the State of South Dakota.

Bid Security shall be given to guarantee that the bidder will not, without consent of the OWNER, withdraw his Bid Proposal for a period of thirty (30) days after the opening of bids and if the successful bidder, that he will enter into a contract with OWNER and in connection there with give Performance and Payment Bond as required by law and in form set forth in specifications.

The Bid Securities of the three (3) lowest responsible bidders shall be retained by the OWNER until the contract is executed, but in no event longer than thirty (30) days after the opening of Bids, provide, however that the Bid Security of the successful bidder shall in any event be retained until a contract is executed The Bid Securities of the other bidders shall be returned five (5) days after the opening of bids.

14. **SUBMISSION OF BID PROPOSAL:** The bidder shall deliver to Community Transit, 205 First Ave NE, Watertown, SD 57262, not later than time and date indicated on Notice of Call for Bids, their Bid Proposal together with their Bid Security, all securely sealed in and envelope addressed to Community Transit at the above address, on the outside of which the following shall be typewritten or printed.:
Name of Bidder
Name of Project
Location of Work.
15. **WITHDRAWAL OF BID PROPOSAL:** No bid shall be withdrawn except with the consent of the OWNER for a period of thirty (30) days after the date set for the opening of bids or until a contract is let and executed by the successful bidder.
16. **SUPPORTING DATA:** The bidders shall, on request, submit prior to letting of contract all or any of the following;
 - A. Such catalogs, photographs, drawings, specifications, descriptive information and other detail as to special equipment or materials bidder proposes to furnish for the work to permit evaluation or the merits thereof and determination whether such special equipment or materials comply with the specifications.
 - B. A properly executed affidavit of non-collusion.
 - C. A statement of Bidder's Qualifications, it requested by OWNER.
 - D. A statement setting forth all items of work which the bidder proposes to sublet, and the names of the subcontractors with address, phone number and contact person, to whom such items will be sublet.
 - E. DBE Notification of Intent to Subcontract.
17. **SCOPE OF BIDDING:** The intent of the Plan Drawings and Specifications is to prescribe a complete project of work or improvements. The Contract shall be based upon and include by reference the Plan Drawings and Specifications, and all Addenda as herewith provided; all bids must be based upon full compliance therewith.

18. DATA PRACTICES: All bid materials submitted by a bidder will be treated as public information by OWNER unless identified as not public data by bidder and OWNER to not be public.

BID PROPOSAL

TO: **COMMUNITY TRANSIT**
205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

PROPOSAL OF _____
NAME

ADDRESS

Pursuant to the NOTICE OF CALL FOR BIDS, FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA. FOR COMMUNITY TRANSIT, 205 FIRST AVE NE, WATERTOWN, SOUTH DAKOTA 57201, to furnish all necessary machinery, equipment, tools, labor and other means of construction and deliver materials and to do and perform all work at rates and at a total price or prices as hereinafter set forth and in accordance with Contract Documents, Plan Drawings and Specifications, and addenda thereto on file with Community Transit, 205 First Ave NE, Watertown, SD 57201 and the Office of Holton Engineering, Inc., 128 East Hickory Street, Sisseton, SD 57262 for construction at Community Transit 511 Courthouse Str, Milbank, SD 57252.

First: In submitting this Bid Proposal, the undersigned bidder understands and agrees that the instructions to Bidders control and, without limiting the foregoing, that his Bid Proposal is based upon the following undertaking.

1. That Bidder has inspected the site of the work, Observed Existing Daily Operations of the existing Community Transit 511 Courthouse Street, Milbank, South Dakota and the area adjacent to the proposed work, and has informed them self as to the condition thereof as the same bears on the work to be performed.
2. That Bidder has received and examined the Drawings and Specifications, and has informed himself of all addenda thereto, and of the forms of contract and Performance and Payment Bonds to be furnished in the event he is the successful Bidder and is awarded the contract.
3. Certain types of equipment and kinds of material are described in the Specifications by means of trade names and catalog numbers and/or manufacturers names. In each instance where this occurs, it is not intended to exclude from consideration such types of equipment and kinds of material bearing other trade names, and/or manufacturer's names, capable of accomplishing the purpose of the types of equipment or kinds of material to be used, if not as specifically indicated in the Specifications, must be approved in writing by ENGINEER and be agreed upon by OWNER prior to letting of the contract. No substitution will be allowed after the letting of the contract except

in unusual circumstances such as supplier strikes, etc. Bidder acknowledges that this proposal is submitted in strict accord with specified requirement, and other requirements of these documents.

4. That Bid Proposals will be opened at the aforesaid office of Community Transit, 205 First Ave NE, Watertown at 1:00 P.M., MARCH 8, 2024, and only Bid Proposals received prior thereto will be considered.
5. The OWNER shall award a contract to the lowest responsible Bidder. The OWNER, however, reserves the right to accept or reject any or all bids and to waive any minor irregularities, informalities or discrepancies.
6. That this Bid Proposal and Bid Security submitted herewith may not except with consent of the aforesaid OWNER, be withdrawn for a period of thirty (30) days after the day set for the Opening of Bids.

Second: The undersigned Bidder agrees, if the successful Bidder, to execute the contract in the form as set forth in the Specifications and to furnish the required Performance and Payment Bond in form as set forth in the Specifications all within (10) days of receiving Notice of Award of contract from the OWNER.

Third: The undersigned Bidder further agrees to begin work on receipt of and executed contract and to prosecute said work to complete the same as specified on or before JULY 11, 2024 subject to Liquidated Damages.

Forth: The undersigned Bidder further agrees to guarantee performance of all work in accordance with Plan Drawings and Specification and in a good and workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship prior to the final completion and acceptance of material and installation by the OWNER.

Fifth: The undersigned Bidder further agrees prior to letting of the contract the following:

1. Such photographs, drawings, specifications, descriptive information and other details as to special equipment or materials Bidder proposes to furnish for the work, to permit an evaluation of the merits thereof and determination whether such special equipment or materials comply with the specifications.
2. A properly executed Affidavit of Non-collusion.
3. A statement of Bidder's qualifications.
4. A statement setting forth all items of work which the Bidder propose to sublet, and names of the subcontractors to whom such items shall be sublet.
5. DBE Notification of Intent to Subcontract.

Sixth: Following is a tabulation of the undersigned Bidder's Bid for all work to be performed to carry out the aforementioned construction project including, where required, alternate bids, it being understood that his bid contemplates all machinery, equipment, tools, labor, and other means of construction and all materials an time specified in accordance with the Plan Drawings and Specifications and all Addenda thereto. At the opening of Bid Proposals, the lump sum Bid contract price will be read out loud and bid for each alternate bid items. The undersigned bidder proposes to do all

unclassified work required to complete the contemplated improvements at a lump sum contract to be agreed upon in writing prior to starting such work or on a force account basis as provided by the Specifications and for Bid Alternates accepted by the OWNER.

Seventh: This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought be collusion to obtain for itself any advantage over any other Bidder or other OWNER.

Eighth: The Bidder hereby agrees to commence work within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same on or before July 11, 2024.

Ninth: The BIDDER further agrees to pay as liquidated damages a sum of \$200.00 for each consecutive calendar day thereafter the completion date of July 11, 2023.

BID FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

LUMP SUM BID _____
(Written) _____ Dollars

(\$ _____)
(figures)

BID ALTERNATE #1 SPRAY FOAM INSULATION

LUMP SUM BID _____
(Written) _____ Dollars (\$ _____)
(figures)

The undersigned hereby acknowledges receipt of:

Addendum No. ____ Dated _____, 2024 Addendum No. ____ Dated _____, 2024
Addendum No. ____ Dated _____, 2024 Addendum No. ____ Dated _____, 2024
Addendum No. ____ Dated _____, 2024 Addendum No. ____ Dated _____, 2024
Addendum No. ____ Dated _____, 2024 Addendum No. ____ Dated _____, 2024

Enclosed herewith is Bid Security

Bid Bond in the amount of _____
(written)

_____ Dollars (\$ _____)
(figures)

Payable to Community Transit

The amount of the Bid Security in the form of BID BOND payable to Community Transit in the amount of not less than ten percent (10) of the Total Bid and Alternates with surety company thereon duly authorized to do business in the State of South Dakota.

WITNESS Our hand and seals this ___ day of _____, 2024.

A Corporation of the State of _____

Corporate Name

Address

Execution

By _____

Title _____

Individual) _____

or)

Partnership Name) _____

Execution)

Co-partners doing business under the name and style of:

BID BOND

COMMUNITY TRANSIT

205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

KNOWN MEN BY THESE PRESENTS that we, _____

_____ as principal, and _____

_____ as surety, are held and firmly bound unto COMMUNITY TRANSIT as obligee, in the sum of

_____ (\$ _____) Dollars, lawful money of the United States of America, for payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally and firmly by these presents.

NOW, THEREFORE, the aforesaid principal shall not withdraw (his) (its) (their) Bid Proposal for a period of thirty (30) days after the opening of Bids, and if awarded a contract upon said Bid Proposal shall enter into a contract with COMMUNITY TRANSIT and give Performance and Payment Bond as required by law in form specified by the OWNER, then his obligation shall be null and void; otherwise the principal and surety will pay unto the obligee, the sum of _____

_____ Dollars (_____) not as penalty, but as liquidated damages stated by the COMMUNITY TRANSIT as a result of such failure.

Signed and date this _____ day of _____, 20__.

Surety

Attorney in Fact

Principal

ACKNOWLEDGMENT OF PRINCIPAL

INDIVIDUAL

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2023, before me personally

Appeared _____, who acknowledged 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 _____

COUNTY OF _____

On this ____ day of _____, 2023, 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 purpose therein contained, by signing the name of the Partnership by himself as a Partner.

Notary Public

My commission expires the ____ day of _____. 20____.

ACKNOWLEDGMENT OF PRINCIPAL

CORPORATION

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2023, before me personally appeared

_____ who acknowledged himself to be the _____

of _____, a Corporation, and that he, as such
_____, being authorized so to do, executed the
foregoing instrument for the purpose therein contained, by signing the name
of the Corporation by himself as _____.

Notary Public

My commission expires the ____ day of _____. 20__.

ACKNOWLEDGMENT OF SURETY

CORPORATE OFFICER

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20__, before me, a Notary Public in and
for said County personally appeared _____ personally
known to me, who being by me duly sworn, did say that he is the aforesaid
Officer of the _____ of
_____, a Corporation duly organized and existing

under the laws of the State of _____, that the seal
affixed to the foregoing instrument is the Corporate seal of said
corporation, that the said instrument was signed, sealed and executed in
behalf of said Corporation by authority of its Board of Directors, and
further acknowledges that the said instrument and the execution thereof to
be the voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto subscribed my name and affixed my official
seal at _____, the day and year last above written.

Notary Public

My commission expires the ____ day of _____. 20__.

ACKNOWLEDGMENT OF SURETY

ATTORNEY - IN - FACT

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me, a Notary Public in and for said County personally appeared _____ known to me or satisfactorily proven to be the person whose name is inscribed as attorney in fact for _____, a Corporation duly organized and existing under the laws of the State and acknowledged that he executed the same as the act of his Principal for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto subscribed my name and affixed my seal at _____, the day and year last above written.

IN WITNESS WHEREOF, I hereunto subscribed my name and affixed my official seal at _____, the day and year last above written.

Notary Public

My commission expires the ____ day of _____. 20_____.

AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the COMMUNITY TRANSIT, hereafter referred to as the "OWNER" and _____, doing business as an (individual, or corporation, LLC, Partner) herein referred to as "CONTRACTOR"

WITNESSETH: That for and in consideration of payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the following in accordance with the Specifications contained in the Contract Documents (hereinafter referred to as (PROJECT).

FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.
2. The CONTRACTOR will furnish all the materials, 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 within ten calendar days after the date of Notice to Proceed and will complete all work prior to the 11 day of JULY, 2023.
4. The CONTRACTOR agrees to perform all the work described in the Contract Documents and comply with the terms contained therein for the sum of \$ or otherwise set forth in the unit prices of the Bid Proposal or subsequent Change Orders.
5. The term "Contract Documents" means and includes the following:
 - (a) Invitation to Bids
 - (b) Instructions for Bidders
 - (c) Proposal Form
 - (d) Bid Bond
 - (e) Agreement
 - (f) Performance Bond
 - (g) Payment Bond
 - (h) Special Conditions
 - (i) Specifications
 - (j) Drawings
 - (k) Change Orders
6. The OWNER will pay the CONTRACTOR in the manner, amount and at such times set forth in the Contract Documents. Upon final completion of all work and acceptance of the PROJECT, the OWNER shall pay all amounts owing to the CONTRACTOR.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assignee.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in 3 copies, each of which shall be deemed an original on the date first above written.

OWNER: COMMUNITY TRANSIT

BY _____

NAME: _____
(Type)

TITLE _____

CONTRACTOR

FRIM: _____

BY _____

NAME: _____
(Type)

TITLE _____

ATTEST

NAME _____

TITLE: _____

(SEAL)

SECTION 00510

NOTICE OF AWARD

TO:

Project Description:

FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

The OWNER has considered the Bid submitted by you for the above described work in response to its Advertisement of Bids dated January 8, 2024 and instructions to Bidders.

You are hereby notified that your Bid has been accepted for the project in the Amount of \$ _____.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required Contract Performance Bond, Payment Bond, and Certificate of insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said agreement and to furnish said bonds within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledge copy of this Notice of Award to the OWNER.

Dated this _____, 2024.

OWNER: COMMUNITY TRANSIT

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

_____ this day of _____, 2024.

BY: _____

TITLE: _____

SECTION 00520

NOTICE TO PROCEED

TO:

DATE: _____, 2024

PROJECT:

FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2024, and you are to complete the WORK on or before July 11, 2024.

The date of completion of all WORK is therefore July 11, 2024.

OWNER: COMMUNITY TRANSIT

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

____ this day of _____, 2024.

BY: _____

TITLE: _____

SECTION 00530

PAYMENT REQUEST FORM

OWNER: COMMUNITY TRANSIT

PROJECT: FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

CONTRACTOR:

PAY ESTIMENT NO. ____

Original Contract Amount -----\$ _____

Contract Changes approved to date -----\$ _____

Revised Contract Price

Work Completed to Date (See Attachments) -----\$ _____

Retainage to Date ____% -----\$ _____

Work Completed to Date Less Retainage to date \$ _____

Total Amount Previously Certified -----\$ _____

Payment Request This Estimate -----\$ _____

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the request for payment, represents the actual value of accomplishment under the terms of the Contract date _____, 2024 between COMMUNIT TRANSIT and _____ (CONTRACTOR) and all authorized changes thereto.

CONTRACTOR: _____

BY: _____

TITLE: _____

DATE: _____, 2024

APPROVAL:

HOLTON ENGINEERING, INC. _____ DATE _____, 2024.

COMMUNITY TRANSIT

BY: _____

DATE _____, 2024.

SECTION 00540

CHANGE ORDER

Order No. ____

Date _____, 2024

Agreement Date _____, 2024

PROJECT: FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA

OWNER: COMMUNITY TRANSIT

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents.

Justification:

Change to Contract Price: \$ _____

Original Contract Price: \$ _____

Current Contract Price adjusted to previous Change Order: \$ _____

Change to Contract Time: The Contract Time will be (increased) (decreased) by _____ days.

Approvals Required:

To be effective this Order must be approved by the OWNER and the CONTRACT if it changes the scope of objective of the Project or as may otherwise be required by Supplemental General Conditions.

Requested by: _____ (ENGINEER)

Ordered by: _____ (COMMUNITY TRANSIT)

Accepted by: _____ (CONTRACTOR)

AFFIDAVIT OF NON-COLLUSION

COMMUNITY TRANSIT

205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

PROJECT: FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO
COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK,
SOUTH DAKOTA

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the Bidder (if the Bidder is individual), a partner in the Bidder (if the Bidder is a partnership) or an offer of employee of the Bidding corporation having authority to sign on its behalf (if the Bidder is a corporation;
2. That the attached Bid or Bids have arrived at by the Bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or Bidding completion;
3. That the contents of the Bid or Bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent off the bidder or its surety on any bond furnished with the Bid of Bids, and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statement made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to before me this ____ day of _____ 2024

Notary Public

My Commission expires:

BIDDER'S E.I. number: _____

Number used on Employer's Monthly, Quarter, or otherwise Federal Tax Return, U.S. Treasury Department Form 941.

SECTION 00620

PERFORMANCE AND PAYMENT BOND

COMMUNITY TRANSIT

205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

PROJECT: FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____
_____(Contractor)

Hereafter called the "Principal" and _____
_____(Surety)

a corporation, organized and existing under the laws of State of _____ and duly authorized to transact business in the State of South Dakota, Surety, hereinafter called "Surety", are held and firmly bound unto the COMMUNITY TRANSIT 205 First Ave NE, Watertown, South Dakota as OBLIGEE and hereinafter called the "OBLIGEE", in the just and full sum of _____ Dollars (\$_____) lawful money of the United States of America to be paid to the said _____ which payment well and truly be made we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and several, firmly by the presents.

The conditions of this obligation are such that:

WHEREAS, The above Principal has entered into the contract with said OBLIGEE, dated this ___ day of _____, 20___, for the construction of 1550 SQFT expansion containing Garage area to Community Transit Building and Remodeling in Existing Building in Milbank, South Dakota for the Community Transit 205 First Ave NE, Watertown, South Dakota which Contract is herein referred to and made a part hereof as full and to the same extent as if the same were entirely written herein, and

WHEREAS, it was one of the conditions of the award of said OBLIGEE pursuant to which said Contract was entered into. That these presents should be executed.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulated and agrees that no change, extension of time alteration or addition of the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same shall in any wise affect it obligation on 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 or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner, and the Contractor shall abridge the right of any beneficiary here under, whose claim may be unsatisfied.

NOW THEREFORE, if the above Principal shall in all respects comply with the terms and conditions of said Contract, and his (their or its) obligations there under including the specifications therein referred to and made a part thereof, and such alteration as may be made in such Specifications and herein and therein provided for, then this obligation to be avoid, or otherwise to be and remain full force, effect and virtue.

And the further condition of this bond is that in the event said Principal shall fail to pay all just claims and demands on the part of any employee, person, firms or corporations for labor and materials furnished for or used in connections with the prosecution of the work under said Contract, or pay all taxes which may accrue to the State of South Dakota under the provisions of the "Use Tax Act of 1939 and the Excise Tax on Realty Improvements under SDCL 10-46A" and Sections 5-21-3 and 5-21-4 of the South Dakota Compiled Laws of 1967, as amended, then this bond and sureties thereon shall be responsible to such persons, firms or corporations, and the State of South Dakota for the full payment of the full value of such labor and materials so furnished including the payment of South Dakota Use Tax and the Excise Tax on realty improvements.

Signed and sealed this ____ day of _____ 20__.

In the presence of:

WITNESSES:

INDIVIDUAL PRINCIPAL

as to _____

as to _____

ATTEST:

CORPORATE PRINCIPAL

Business Name

Business Address

By: _____

Title: _____

Affix Corporate Seal

ATTEST:

CORPORATE SURETY

Business Name

Business Address

_____ By: _____
_____ Title: _____

Counter signed by _____ South Dakota Resident Agent

ACKNOWLEDGMENT OF PRINCIPAL

INDIVIDUAL

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me personally

Appeared _____, Know to me to be the who acknowledged to me to be the individual described in and shown 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 _____

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 purpose therein contained, by signing the name of the Partnership by himself as a Partner.

Notary Public

My commission expires the ____ day of _____. 20_____.

ACKNOWLEDGMENT OF PRINCIPAL

CORPORATION

STATE OF _____

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 so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as _____.

Notary Public

My commission expires the ____ day of ____ . 20____.

ACKNOWLEDGMENT OF SURETY

CORPORATE OFFICER

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me, a Notary Public in and for said County personally appeared _____ personally known to me, who being by me duly sworn, did say that he is the aforesaid Officer of the _____ of _____, a Corporation duly organized and existing

under the laws of the State of _____, that the seal affixed to the foregoing instrument is the Corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said Corporation by authority of its Board of Directors, and further acknowledges that the said instrument and the execution thereof to be the voluntary act and deed of said Corporation.

IN WITNESS WHEREOF, I hereunto subscribed my name and affixed my official seal at _____, the day and year last above written.

Notary Public

My commission expires the ____ day of _____. 20__.

AREAS and within ten (10) days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid.

ACKNOWLEDGMENT OF SURETY

ATTORNEY - IN - FACT

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20__, before me, a Notary Public in and for said County personally appeared _____ known to me or satisfactorily proven to be the person whose name is inscribed as attorney in fact for _____, a Corporation duly organized and existing under the laws of the State and acknowledged that he executed the same as the act of his Principal for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto subscribed my name and affixed my seal at _____, the day and year last above written.

IN WITNESS WHEREOF, I hereunto subscribed my name and affixed my official seal at _____, the day and year last above written.

Notary Public

My commission expires the ____ day of _____. 20__.

INSURANCE

COMMUNITY TRANSIT

205 First Ave. NE
WATERTOWN, SOUTH DAKOTA 57201

PROJECT: FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA

01 CONTRACTORS' AND SUBCONTRACTOR'S INSURANCE

The CONTRACTOR shall not commence work under this contract nor shall he allow any Subcontractor to commence work until all insurance herein after required has been procured and such insurance approved by the OWNER. Insurance as hereinafter provided shall be kept intact and in force throughout the term of this contract.

The CONTRACTOR shall furnish three copies of an Insurance Certificate to the OWNER using the standard accord form (current Date) as evidence off the required insurance. The certificate shall indicate that at least 15 days prior notice will be given to the insured in event of cancellation, non-renewal or any material change in the policies. The insurance certificate must be signed and dated by an authorized representative of the insurance company.

02 WORKERS' COMPENSATION INSURANCE

The CONTRACTOR shall procure and shall maintain during the life of this contract Workers' Compensation insurance for all his employees engaged in work on this project as required statue law and shall also require that all subcontractors and sub-subcontractors provide Workers' Compensation insurance for their employees Workers' Compensation insurance policies shall also provide employer's liability insurance with a limit of \$100,000/500,000/100,000.

03 CONTRACTORS' COMPREHENSIVE GENERAL LIABILITY INSURANCE

The CONTRACTOR shall procure and maintain throughout the term of the contract comprehensive general liability insurance covering personal injury including bodily injury and property damage liability with a combined single limit of \$1,000,000 for each occurrence and aggregate. The comprehensive general liability insurance shall name the CONTRACTOR as insured and shall also name the ENGINEER, construction manager, and the OWNER as additional insured and shall provide contingent liability for the operations of subcontractors and sub-subcontractors. The insurance shall cover completed operations and products liability as well as broad form contractual liability. The property damage liability portion of the policy shall not contain an exclusion with reference to damage due to collapse or underground facilities.

In lieu of the OWNER, ENGINEER and Construction Manager being named as additions insured by the CONTRACTOR'S comprehensive general liability insurance, the CONTRACTOR may provide liability coverage for the benefit of the OWNER, ENGINEER and Construction Manager by means of an Owner's protective liability endorsement or policy.

04 COMPREHENSIVE AUTOMOBILE LAIABILITY INSURNACE

The CONTRACTOR shall provide comprehensive automobile liability insurance covering bodily injury and property damage with a combined single limit of \$1,000,000 for each occurrence. Comprehensive automobile liability insurance shall provide coverage for all automobiles owned by the CDONTRATOR and all hired and not owned vehicles. The CONTRACTOR shall also require the subcontractors and sub-subcontractors maintain the same form of insurance. The CONTRACTOR shall also provide contingent automobile liability insurance for the operation of subcontractors and sub-subcontractors to assure coverage as described in this paragraph.

05 BUIDERS RISK INSURNACE

The CONTRACTOR shall procure and maintain throughout the term of the contract a Builders Risk Insurance for the amount for Construction of the Project until the project is completed and accepted by the OWNER.

**BIDDERS MUST COMPLETE & EXECUTE THE FOLLOWING
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**Disadvantaged Business Enterprise (DBE) Assurance and
Intended DBE Participation**

PROJECT NOS. _____ PCN _____

COUNTY(IES) _____

Contractor/Bidder DBE Obligation: This contract is financed with Federal-aid highway funds so the requirements of 49 CFR Part 26 (Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs) applies. The contractor/bidder is required to follow the Special Provision for Disadvantaged Business Enterprise in the proposal in the solicitation, selection and utilization of DBEs on in this contract.

DBE Contract Goal

Not Specified

THE FOLLOWING SECTION IS TO BE USED TO LIST ALL INTENDED DBE PARTICIPATION FOR THIS CONTRACT:

List each DBE by name. Provide the bid item numbers and a general description of the work performed, or materials to be furnished.

For DBE trucking companies, list only the amount of hauling to be performed with each DBE's own trucks. DBE prime contractors list the work you will perform with your own forces, and any worked subcontracted or materials purchased from other DBEs.

DBE _____

Bid Item(s) _____

Work Description _____

Total amount of subcontract = \$ _____

Amount counted toward DBE participation (60% for supplier or regular dealer) = \$ _____

DBE _____

Bid Item(s) _____

Work Description _____

Total amount of subcontract = \$ _____

Amount counted toward DBE participation (60% for supplier or regular dealer) = \$ _____

DBE _____

Bid Item(s) _____

Work Description _____

Total amount of subcontract = \$ _____

Amount counted toward DBE participation (60% for supplier or regular dealer) = \$ _____

DBE _____

Bid Item(s) _____

Work Description _____

Total amount of subcontract = \$ _____

Amount counted toward DBE participation (60% for supplier or regular dealer) = \$ _____

DBE _____

Bid Item(s) _____

Work Description _____

Total amount of subcontract = \$ _____

Amount counted toward DBE participation (60% for supplier or regular dealer) = \$ _____

(Add all DBE dollar values) **Total amount of subcontract** \$ _____

Total amount counted toward DBE participation \$ _____

Total bid amount \$ _____

Percent DBE participation _____ %

(Copy additional pages if necessary)

Assurance:

By signature of the contact, the Contractor assures the Department that it will not discriminate on the basis of race, sex, religion, age, disability or national origin in the performance of the contract. The Contractor also assures that he/she will also carry out all applicable requirements of 49 CFR 26 and the DBE Special Provision in the administration of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or other remedy as the Department deems appropriate.

Name of Company (print or type)

Date

By _____

Signature of Company Official _____

Title _____

Form 289B

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

08/28/18

DBE Notification of Intent to Subcontract

Project No. _____ PCN: _____

Contractor _____ Letting Date: _____

Address _____

Hereby intends to subcontract or purchase materials for the following work items to:

DBE _____

Item No	Item Description	Unit

Total amount of subcontract \$ _____

Amount counted toward DBE participation (60 percent for suppliers) \$ _____

DBE Sub or Supplier Signature _____

Title _____

Date _____

Prime Contractor Signature _____

Title _____

Date _____

This form must be signed by the DBE and the prime contractor and returned to the SDDOT Bid Letting Office within 7 days of the bid opening for each DBE commitment on the 289R/N or 289R/C Form. Faxed or scanned copies of this form are acceptable. **Note:** Instead of completing the table above, you may sign this form and attach a copy of the DBE's actual quote. ***Award will be contingent upon receipt of this form.***

GENERAL CONDITIONS

COMMUNITY TRANSIT

PROJECT: FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA

GENERAL CONDITIONS REFER TO:

Specifications for soil backfill, gravel and concrete testing will be as per 2015 South Dakota Department of Transportation Standard Specifications for Roads, which is the most current edition.

COMMUNITY TRANSIT

PROJECT: FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA

The following Supplementary General Conditions, of Community Transit shall govern work of all persons engaged in performance of Contract and shall form a part of the Contract.

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- 01 General
- 02 Additional Definition
- 03 Work Classifications
- 04 Time of Completion
- 05 Delays and Extension of time
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01 GENERAL

These Supplementary General Conditions supplement the provisions in Section "00700 General Conditions" and take precedence over statements or paragraphs in General Conditions to extent they are inconsistent therewith.

02 ADDITIONAL DEFINITIONS

ENGINEER/CONSULTANT:

where ever the term "ENGINEER OR CONSULTANT" is used in the specifications or on the drawings, it refers to Holton Engineering, Inc.; 128 East Hickory Street; Sisseton South Dakota 57262, who by contract with the OWNER is authorized to prepare all drawings and specifications for this work, observe all work and enforce compliance with said drawings and specifications.

Substantial Completion

The work or specified part thereof has progressed to the point where in the opinion of the ENGINEER, it is sufficiently complete in accordance with the contract documents, to be beneficially utilized by the OWNER.

Principal

Whenever term "PRINCIPAL" is used relative to Surety Bonds, it refers to the one CONTRACTOR or one Subcontractor held responsible for performance of all work covered by Surety Bond.

OWNER

Wherever the term "OWNER" is used hereinafter, it refers to COMMUNITY TRANSIT, 205 FIRST AVE NE, WATERTOWN, South Dakota 57201.

03 WORK CLASSIFICATION

This project provides for the FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA.

04 TIME OF COMPLETION

Contractor agrees work be started promptly and prosecuted diligently and uninterrupted at such rate of progress as will ensure substantial completion of the project by July 11, 2024, and fully completed by July 11, 2024.

05 DELAYS AND EXTENSION OF TIME

If the CONTRACTOR is delayed at any time in the progress of the work by an act or neglect of the OWNER or ENGINEER or of any employee of either or by any separate contractor employed by the OWNER, or by change ordered in the work or strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the CONTRACTOR'S control or by any cause which the ENGINEER shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as ENGINEER may decide.

No extension shall be granted unless claim therefore is made in writing to the ENGINEER within seven (7) days of the commencement of any such delay. In case of a continuing cause of delay only one claim is necessary.

Any extension of time granted on any part of the project shall apply to that part only.

Delay caused by Subcontractors or suppliers, unless due to one of causes stated above and shortage of workers or materials will not be deemed justification for an extension of time. An extension of time will be granted by the OWNER should the start of construction be delayed due to permit issuance equal to the time of delay.

06 DELIVERY SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of Contract, and before first partial payment is made, CONTRACTOR shall deliver to ENGINEER a delivery and placement progress schedule in form satisfactory to ENGINEER, showing proposed dates of commencement and completion of each of the subdivisions of work required under Contractor Documents.

CONTRACTOR shall also furnish the anticipated amount of each monthly payment that will become due to the contractor in accordance with the progress schedule.

07 PAYMENTS TO CONTRACTOR

- A. Unless progress of the work is unsatisfactory, or for other good and valid reasons, as determined by the OWNER, the OWNER will make a partial payment to the CONTRACTOR once each month on the basis on a duly certified estimate approved by the ENGINEER of the work performed during the preceding month under this contract. To insure the proper performance of this contract, the OWNER will retain amount not to exceed 10 percent of the amount of each estimate, pursuant to applicable law. UPON completion of 90 percent of the contract, the OWNER may reduce, at its discretion, the amount of Retainage on a monthly contract payment if, in the OWNER'S opinion, the work is progressing satisfactorily.
- B. In preparing estimates of work performance, the material delivered on the site and preparatory work done may be taken into consideration.
- C. All material and work covered by partial payments made, upon such partial payments being made, shall become the sole property of the OWNER, but his provision shall not be construed as relieving the CONTRACTOR from the sole responsibility for care and protection of materials and work upon which payments have been made or for the restoration of any damaged work, nor shall it operate as a waiver of the right of the OWNER to require fulfillment of all of the terms of the Contract.

8 PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay: (a) for all transportation service not later than 21st day of calendar month following that in which such services are

rendered. (b) for all expendable material, tools, and other equipment to extent of 90 percent of cost thereof, not later than 21st day of calendar month following that in which such materials, tools and equipment are delivered at project site, and balance of cost thereof not later than 30th day following completion of that part of work in or on which such material, tools and equipment incorporated or used. (c) to each of his Subcontractor's not later than the 5th day following each payment to the CONTRACTOR, respective amounts allowed CONTRACTOR on account of work performed by his Subcontractors, to extent of such Subcontractor's interest therein.

The CONTRACTOR shall pay interest of 1.5 percent per month or any part of month to any subcontractor on any undisputed amount not paid in accordance with above paragraph (c). The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For unpaid balance of less than \$100.00, the CONTRACTOR shall pay the actual penalty due to any subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the contractor must be award its costs and disbursements, including attorney fees, incurred in bring the action.

9 PAYMENTS WITHHELD

ENGINEER may for cause shown to exist withhold issuance of approval of any certificate for payment to extent necessary to protect OWNER from loss on account of:

1. Defective work not remedied.
2. Claims filed of reasonable evidence indicating probable filings of claims.
3. Failure of the CONTRACTOR to make payments promptly to Subcontractors for materials or labor.
4. Reasonable doubt that Contract can be completed for balance then unpaid.
5. Damage to another CONTRACTOR.
6. Failure to complete Contract within the time specified.
7. Failure to carry out contract in any respect.

When all above grounds are removed, certificate will be issued by the ENGINEER for amounts withheld.

10 CHANGES IN THE WORK

The ENGINEER shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the project, but, except in an emergency endangering life or property, no extra work or change in the work involving extra cost and nor inconsistent with the purposes of the project shall be made unless in pursuance of a written order form the OWNER countersigned by the ENGINEER, and no claim for addition to the contract sum shall be valid unless so ordered. Payments for any such extra work or change shall be determined in any of the following ways:

1. By estimate and acceptance in a lump sum.

2. By unit price named in the contract or subsequently agreed upon.
3. On a cost plus, or a cost-plus subject to the limitation of a total specified amount.

No direct compensation will be allowed for any other miscellaneous costs for which no specific allowance is herein provided.

The CONTRACTOR agrees to furnish a detailed itemized breakdown covering the price of all such work or change orders including equipment, labor and materials.

11 SETS OF DRAWINGS

ENGINEER will furnish prime Contractor three (3) complete sets of drawings and specifications.

12 PRE-CONSTRUCTION CONFERENCE

Following award of contracts and prior to starting construction, a pre-construction conference will be held with representatives of the OWNER, and ENGINEER.

The CONTRACTOR and Sub-contractor's shall have a responsible person present with authority to represent him in all materials relative to scheduling, coordination of trades, safety procedures, etc.. If deemed advisable by ENGINEER, additional contractor's CONFERENCES may be held as construction progresses.

13 LAYING OUT WORK AND MEASUREMENT

Before starting any operation, each CONTRACTOR shall examine existing work, or work performed by others, to which his work adjoins or is applied and will report to ENGINEER any conditions that will prevent satisfactory accomplishment of his contract.

Failure to notify ENGINEER of deficiencies or faults in proceeding work will constitute acceptance thereof and waiver of any claim of its unsuitability.

14 PREMIUM TIME

It shall be expressly understood that all costs and wages required by premium time for work necessary beyond normal working hours, is to be included in the contract lump sum, and no claim for extra compensation will be considered.

15 CARE OF PREMISES

From the time the work is begun until Contract is completed, each CONTRACTOR shall be responsible for care and control of the construction premises, subject to rights of OWNER and other contractors.

Each CONTRACTOR shall maintain all of his work areas on the premises in First Class condition during term of operations under this contract.

Each CONTRACTOR shall leave the adjoining property clean of refuse and in a state of repair satisfactory to ENGINEER. Each CONTRACTOR shall be responsible for his debris and waste and shall promptly remove all rubbish and waste material as work progresses and maintain construction area clean at all times. All rubbish or waste material about the premises which is not removed within 48 hours after notice in writing by ENGINEER will be removed by OWNER at CONTRACTORS'S expense.

Each CONTRACTOR shall return all improvements on or about the site and adjacent property which are not shown to be altered, removed or otherwise changed, to the conditions which existed previous to starting work. Protect all structures or other features from damage by an operation in connection with this construction.

Each CONTRACTOR shall erect temporary enclosures, barricades, fences or such other protective structures as required to enclose his construction area and to provide protection to the public. Such enclosures shall be constructed in manner to preclude normal access to construction area by unauthorized persons.

Each CONTRACTOR shall confine his machinery, equipment, tools storage of materials, operations of his workmen to the construction limits, and any limits indicated by ordinances, or directions of ENGINEER. Normal function of the property shall not be disturbed, except within the immediate construction area. All roads shall be kept clear and free of all CONTRACTOR'S equipment, material and debris at all times. The premises shall not be unreasonably encumbered with materials and equipment. Neat an orderly stockpiling and other operations shall be maintained. Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

Each CONTRACTOR shall be responsible for the protection and restoration of all features affected by his operating on or about the site, and no further notice, warning or caution responsibility will be assumed by the ENGINEER or OWNER. The OWNER and ENGINEER may caution the CONTRACTOR upon receipt of written notice to proceed.

16 USE OF PREMISES BY OWNER AND OTHERS

OWNER reserves the right to let other contracts in connection with this work. COMMUNITY TRANSIT operations will be ongoing during construction. CONTRACTOR shall afford other Contractors opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

OWNER reserves the right to occupy the premises jointly with the CONTRACTOR. If any part of the work is substantially complete and ready for occupancy OWNER may, by written and mutual consent, and agreement of ENGINEER, without prejudice to any of the OWNER'S rights or the rights of the CONTRACTOR, enter and make use of such completed parts. Such use of occupancy shall in no case be construed as an acceptance of any work or materials, except as agreed.

OWNER employees shall have full access to construction area and shall be allowed to perform their duties therein without restrictions.

17 SITE PROTECTION

Each CONTRACTOR shall be responsible for protecting his work, materials, tools, equipment, etc., whether incorporated in structure or stored on site from damage, theft, destruction, mysterious disappearance, etc., and he shall take whatever precautions he deems necessary to adequately protect same, especially whenever he is not actively working at site, such as during hours of 5:00 P.M. to 8:00 A.M. each work day and for 24 hour periods each day on Saturday, Sunday, Holidays, and any time project is not in operation as may be caused by strikes, lockouts, or acts of God, for entire duration of Contract.

Each CONTRACTOR shall continuously maintain adequate protection of OWNER'S property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly caused by agents or employees of OWNER, or due to causes beyond CONTRACTOR'S control and not to his fault or negligence. He shall adequately protect adjacent property as provided by law and Contract Documents.

Each CONTRACTOR shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws and Building Codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times as required by conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoist, scaffolding, openings, and falling materials

In an emergency affecting safety of life or of the work or of adjoining property CONTRACTOR without special instruction or authorization from ENGINEER, Construction Manager or OWNER, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury. He shall so act, without appeal, if so authorized or instructed. Any compensation, claimed by CONTRACTOR on account of such emergency work, shall be determined by agreement.

18 SAFETY PRECAUTIONS

CONTRACTOR shall take all necessary precautions for the safety of employees and public and shall comply with all applicable provisions of Federal, State and Local Laws, ordinances and necessary safeguard for said protection as required by the conditions and the progress of the jobs and shall post danger signs warning against hazards of construction.

CONTRACTOR shall enforce ENGINEER'S and OWNER'S instructions regarding signs, advertisements, fire and smoking.

Special attention shall be given to maintain construction area, exterior drives, in a clean manner. All debris shall be loaded on a truck or appropriate vehicle as it accumulates. Trucks removing debris from site shall have a canvas covering.

The CONTACTOR shall have and maintain a Safety Program at the facility. All work completed at the COMMUNITY TRANSIT site shall be performed in accordance with the below describe project Safety Program.

PROJECT SAFETY PROGRAM

A. PURPOSE

1. To coordinate all Project participants in one comprehensive safety program (the Safety Program).
2. To Provide the job site with safe and healthful working conditions for all construction personnel.
3. To provide a safe environment for all operations and the public.
4. To promote safety awareness among all construction personnel.
5. To provide safe and sound equipment and tools, maintained in a good state of repair.
6. To prevent damage to building and property.
7. To comply with Occupational Safety and Health Act (OSHA) standard
 - a. Local codes
 - b. State
 - c. Federal.

B. OBJECTIVES

1. To eliminate injures to the public, CONTRACTOR, Subcontractor construction personnel.
2. To create an awareness of job safety with construction personnel and adherence to the requirements of OSHA and the project Safety Program.
3. To reduce worker's compensation insurance losses to minimum pay outs.

C. ORGANIZATION STRUCTURE FOR ADMINISTRATION

1. Project Managers: Implement and direct a program of construction personnel protection and accident prevention for the project.
2. General Superintendents, Project Superintendents, Crew Foreman
3. SAFETY DIRECTOR: The Construction Manager's safety director (Safety Director) shall coordinate and assist CONTRACTOR'S and Subcontractor's in implementing their job safety program into the Project Safety Program.

D. DUTIES AND RESPONSIBILITIES

1. PROJECT MANAGER

- a. The CONTRACTOR and Subcontractor's project manager have the responsibility to see that their safety program is implemented on this Project, in keeping the requirements of the Project Safety Program.
- b. The CONTRACTOR'S and Subcontractor's project managers shall actively support the Project Safety Program to all subordinates,

- with deeds, decision and directives as may be required.
- c. The CONTRACTOR'S and Subcontractor's project managers may delegate authority to others under their supervision to expedite and facilitate the application of the Safety Program.
2. GENERAL SUPERINTENDENT, JOB SUPERINTENDENTS, AND FORMAN
- a. All CONTRACTOR AND Subcontractor personnel who supervise workers have the duty and responsibility to actively support the Project Safety Program with the diligence equal to the applied for reasons of production. Conditions of work and the work environment, which are recognized hazards to the safety and health of employees must receive full consideration in the planning and supervision of work activities.
 - b. CONTRACTOR and Subcontractor supervisors shall safely instruct new employees reporting for work on job safety and the task to which they will be assigned. Construction personnel shall be advised of any particular hazards at the work place and precautions to be taken by construction personnel.
 - c. CONTRACTOR and Subcontractor supervisors must coordinate their work activities and direction of workers, in such manner, that the safety of any person or crew is not jeopardized by the work activities of others.
 - d. CONTRACTOR and Subcontractor supervisors have the duty to assign persons to specific jobs on the basis of their experience and physical conditions.
 - e. Specific duties of CONTRACTOR and Subcontractor, job superintendents and craft foremen are as follows:
 - 1. Hold safety meetings weekly and discuss job safety.
 - 2. Train and motivate workers in good safety practices.
 - 3. Make sure the workers have suitable personnel protective equipment for the work to be performed, and that the equipment is properly used.
 - 4. Make sure all public protective barriers are in place at all times.
 - 5. Make sure that the CONTRACTORS operations are organized to provide minimum interference with the Public, and for those work items that do interfere with the public, provide proper traffic control.
 - 6. Cooperate with the Public for a safe site.
 - 7. Investigate every accident which occurs under this supervision and make prompt reports. First reports of injury to be delivered to the Project Safety Director within 24 hours of the injury.
 - 8. Participate in safety meetings and know the Safety Program.
3. EMPLOYEES:
- a. Work according to good safety practices, as posted, instructed and discussed.
 - b. Keep the work area clean. Housekeeping is an individual responsibility.
 - c. Refrain from unsafe acts that may endanger oneself or others.
 - d. Report any unsafe conditions or unsafe personnel acts to supervisors immediately.

- e. Use all available personnel protection equipment where and when required.
- f. Report all injuries, no matter how slight, to one's supervisor, for first aid treatment or medical attention if required.
- g. Be aware at all times that they are working in a Public environment, and that extra precautions are necessary.

4. SAFETY DIRECTOR

- a. The Safety Director shall assist with program details or program for accident prevention and safety of employees.
- b. The Safety Director shall - with cooperation from the CONTRACTOR and Subcontractor - be responsible for the following:
 - 1. Establish procedures and guidelines for the safety programs (s) and keeping these updated.
 - 2. Developing safety recommendations for special problem situations.
 - 3. Studying and providing current information on federal, state, and local regulations for OSHA and keeping management and supervisors advised of revision on new regulation applicable to Project activities.
 - 4. Being available at the work site regularly during Preconstruction and construction for the purpose of inspection, to determine compliance with the Project Safety Program.
 - 5. Making recommendations for correction of unsafe conditions, and following up to ensure compliance, Imminent hazard conditions shall be corrected at once.
 - 6. Soliciting education data for the benefit of participant's safety programs and assisting with the implementing of these programs.
 - 7. Performing the duties and responsibilities of the Project Safety Director.
 - 8. Collecting reports, first reports of injury, keeping OSHA logs up to date for each participant in the Project with injuries and keeping management advised of same. Evacuating performance of safety and accident prevention programs.
 - 9. Investigating accident and preparing the necessary documentation for claims submission.
 - 10. Working with insurance companies in promoting on-site safety.
 - 11. Coordinating safety programs at the job site and ensuring that such programs conform to and are compatible with the Project Safety Program.
 - 12. Serving as a resource for CONTRACTOR and Subcontractor's at the Project site in matters of OSHA compliance and general job site safety.

19 DELIVERY OF MATERIALS

The CONTRACTOR, unless otherwise specified, shall do all moving or hoisting of his materials and shall provide and maintain proper staging,

scaffolding, tools and equipment necessary to accomplish handling of his materials or equipment.

The delivery of any and all materials and equipment shall be governed by the following procedures. No deviating will be permitted without specific authorization of the OWNER, ENGINEER, or Construction Manager.

- A. Delivery and storage of materials to CONTRACTOR'S exterior storage area within construction limits will be permitted during all hours at CONTRACTOR'S option.
- B. No material shall be deliver to, or transported through, any public area without the express approval of ENGINEER Construction Manager and owner. Any damage resulting from movement of materials, etc., shall be repaired by CONTRACTOR responsible.

20 PARKING

Parking will be only allowed in area designated by the ENGINEER or COMMUTINT TRANSIT within the Site.

21 SIGNS

No signs, bill boards, or other advertisement shall be erected on the premises by the CONTRACTOR or the Subcontractor's without the ENGINEER'S permission.

22 PERMITS

Each CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices as necessary and incidental to the due and lawful prosecution of this work.

23 ORDINACES, RULES AND REGULATIONS

All work covered by the drawings and the specifications shall conform strictly to the respective requirements of the latest.

1. Uniform Building Code
2. National Board of Fire Underwriters
3. American Society for Testing Materials
4. State Laws of South Dakota
5. Local Ordinances and Standards
6. National Electrical Code
7. Tax Law of South Dakota
8. Occupational Safety and Health Administration Code
9. National Fire Protection Association
10. OWNERS Ordnances & Standards
11. Environmental Regulations of South Dakota

24 SUBSTITUTION OF MATERIALS

Refer to Division-0 Section "Information to Bidders)"

25 GUARANTEE

The CONTRACTOR shall guarantee materials supplied to be free of manufacturing and installation faults for one year from final payment.

26 CUTTING AND PATCHING

It is the express intent of this Article that the CONTRACTOR be responsible for performance of all modification to existing work required to accomplish all work. The CONTRACTOR shall be responsible for determining extent and amount of such work required to complete his work.

27 ABBREVIATIONS

Use of following abbreviation in Specifications is hereby define:

A.I.A.	American Institute of Architects
A.C.I.	American Concrete Institute
A.I.E.E.	American Institute of Electrical Engineers
A.I.S.C.	American Institute of Steel Construction
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society of Testing Materials
A.W.S.C.	American Welding Society Code
Fed. Spec.	Federal Specifications
N.B.F.U.	National Board of Fire Underwriters
N.E.C.	National Electrical Code
S.P.R.	Simplified Practice Recommendations
U.L.	Underwriters Laboratories, Incorporated
A.N.S.I.	American National Standards Institute

28 ENVIRONMENTAL PROTECTION

- A. GENERAL: Pollution of natural resources of air, land, and water by operations under this contract shall be prevented, controlled, and abated in accordance with the rules regulations, and standards adopted and established by the South Dakota Department of Environment and Natural Resources.
- B. EROSION CONTROL: The CONTRACTOR shall schedule and conduct his operation so as to minimize erosion and prevent sediment from working to other low areas.
- C. DUST CONTROL: As need or ordered by ENGINEER.

29 RECORD KEEPING

Records of all construction materials delivered to project and used on project is required to be kept for a period of 3 years after project is completed.

30 EXISTING SERVICES

There is power to existing COMMUNITY TRANSIT BUILDING. See site drawing.

- A. CONTRACTOR would have to make his own arrangements with the Power Supplier to obtain Electrical Servicers for the use for construction of the building expansion.
- B. CONTRACTOR will have to make his own arrangements with the Community Transit for any temporary water service during construction. Location of existing water and sewer lines are shown on the site drawing.

31 TEMPORARY SITE FOR CONTRACTOR

The site for the location of the CONTRACTOR'S temporary office, if desired, and material or equipment storage area shall be adjacent of the area where existing building and expansion will be constructed or as designated by the ENGINEER or COMMUNIT TRANSIT. The CONTRACTOR may, at his option erect a temporary fence around his storage area. On completion of the work, such temporary sites shall be restored to their original condition at no costs to the OWNER.

All construction personnel working on the project shall park their private vehicles at the CONTRACTOR'S site or as designated by the ENGINEER OR COMMUNITY TRANSIT.

All cost associated with the above are considered incidental and no direct compensation will be made thereof.

32 PROJECT SIGN

Not Used

33 CONFLICTS

Where a conflict occurs between or within standards, specifications, codes, ordinances, and drawings, the more stringent or high-quality requirements shall apply.

34 INDEMNIFICATION

CONTRACTOR shall protect, defend and hold the OWNER completely harmless from and against any and all liabilities, losses, suits, claims judgments, fines or demands arising by reason of injury or death of any person or damage to any property including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of incident to this agreement and/or acts of omissions of CONTRACTOR' Officers, agents, employees, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injure, death or damage is caused by the negligence of the OWNER. The OWNER shall give to the CONTRACTOR Reasonable notice of any such claims or actions. The contractor shall also use counsel reasonably acceptable to OWNER in carrying out its obligation here under the provisions of this section shall service the expiration of early termination of this agreement.

35 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of, persons (including employees) and property. The safety provisions of all applicable laws and codes shall be observed, and machinery, equipment and explosives shall be guarded, and all hazards shall be eliminated in accordance with Occupation Safety and Health Standards, National Consensus Standard, and Established Federal Standards of the Department of Labor, as published in the Federal Register, Volume 36, Number 105, Saturday, May 29, 1971, Section 107 off the Contract Work Hours "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America to the extent that such provisions are not in contravention of applicable laws and Federal Regulations.

36 INCREASED OR DECREASED QUANTITIES OF WORK

The ENGINEER without invalidating the contracts shall have the right, as the work progresses, to make alteration in the plans involving increases or decreases in the quantities of any or all items or to eliminate any one or more items but not involving changes in the type or character of the work, subject, however, to the following limitations.

Wherever, elsewhere in the specifications the statement is made that these provisions shall not apply to a specific item or items, this shall be interpret to mean that the OWNER reserves the right to increase or decrease, the quantity of such items or items in any amount deemed necessary by the ENGINEER for the proper completion of the project without any adjustments in the contract unit prices, and the following provisions governing adjustments in contract prices shall not apply to such item or items.

Increase or decrease of work from the proposed plan quantities will be conducted through written change orders before any additional work is completed.

37 LIQUIDATED DAMAGES

Time being an essential element of the Contract, it is hereby agreed that the OWNER will be entitled to damages for non-completion of construction within the prescribed time Limits. If the CONTRACTOR should fail to complete the work within either of the time limits specified in article 04, the CONTRACTOR will be assessed a daily charge of \$200.00 plus engineering costs for the first 30 days and \$200.00 plus engineering cost for each day thereafter. All charges will be on a consecutive day's basis for each working day on which any work remains uncompleted after expiration of the contract time. The above charges, if any will be deducted from payment due the CONTRACTOR not as penalty, but as liquidated damages for breach of Contract.

38 CONTRACTORS PERFORMANCE BOND

A CONTRACTOR'S Performance Bond for Construction shall be written for 100 Percent of the contract amount.

39 SPECIAL REQUIREMENTS DURING CONSTRUCTION

A. PRE-BID CONFERENCE:

Will be held February 14, 2024.

B. PRE-CONSTRUCTION CONFERENCE

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the time and location designated by the ENGINEER. At least 5 days prior to the pre-construction conference, the CONTRACT shall submit for ENGINEER'S approval, a construction schedule in the form of a bar chart.

C. CONSTRUCTION SCHEDULE

It is not the intent of this section of the specifications to provide a detailed construction schedule for the CONTRACTORS' operation but rather to provide limitations and restrictions within which the CONTRACTOR shall schedule his work. In general, construction operations shall be scheduled so as to cause the least interference with COMMUNITY TRANSIT operations.

D. PARTIAL PAYMENT SCHEDULE:

Immediately upon award of Contract, the CONTRACTOR shall submit to the ENGINEER a schedule of estimated partial payments covering the entire construction period. Thereafter the CONTRACTOR shall notify the ENGINEER by the 25th day of each month of any revisions to the estimated payments in excess of ten percent. Failure to do so may cause delay in issuance of partial payments.

DIVISION 1 - GENERAL REQUIREMENTS

- Section 01010 - Summary of Work
- Section 01050 - Field Engineering
- Section 01155 - On-Site Health and Safety Requirements See Supplemental
General Conditions
- Section 01200 - Project Meetings See Supplemental General Conditions
- Section 01410 - Testing Laboratory Services
- Section 01510 - Temporary Utilities
- Section 01560 - Protection of Environment See Supplemental Conditions
- Section 01590 - Field Office Not Required
- Section 01600 - Material and Equipment See Supplemental Conditions

SUMMARY OF WORK

PART 1 GENERAL

1.1 PROJECT DESCRIPTION

Work on the Contract comprises the FOR CONSTRUCTION OF 1550 SQFT EXPANSION CONTAINING GARAGE AREA TO COMMUNITY TRANSIT BUILDING AND REMODELING IN EXISTING BUILDING, IN MILBANK, SOUTH DAKOTA

- A. The site is located at 511 Courthouse Str., City of Milbank, Grant County, South Dakota.
- B. Work specifically included in this Contract as indicated on the plan Drawings and in the Specifications for the project.

1.2 METHOD OF PAYMENT

- A. The Lump Sum bid price with the OWNER to be full compensation for labor, equipment, materials, personnel, and other items (not specifically mentioned) required to complete the work as shown on the Plan Drawings, and in the Specifications.
- B. The Lump Sum bid price with the OWNER for any Bid Alternate accepted by the OWNER to be full compensation for labor, equipment, materials, personnel, and other items (not specifically mentioned) required to complete the work as shown on the Plan Drawings, and in the Specifications

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

FIELD ENGINEERING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes requirements for construction staking and documentation surveying by CONTRACTOR.

1.2 PRIMARY CONTROL MONUMENTS

- A. Benchmark provided by OWNER'S ENGINEER to establish primary vertical control for Work.
- B. Monuments or references to establish primary horizontal control provided by OWNER'S ENGINEER.
- C. Preserve and maintain primary control monuments.

1.3 RELATED SECTIONS

- A. Section 01010 SUMMARY OF WORK

1.4 METHOD OF PAYMENT

- A. Work specified in the performed under this section is incidental to the cost of the Project is borne entirely by the CONTRACTOR using the Control established by the OWNER'S ENGINEER.

1.5 LINE AND GRADE

- A. OWNER'S ENGINEER will provide primary line and grade.
 - 1. Establish lines and grades of:
 - a. The Building Expansion
 - b. See Drawings
- B. CONTRACTOR provides construction line and grade.
 - 1. Responsible for correct transfer of construction lines and grades from primary line and grade points and for correct alignment and grade of completed Work based on lines and grades shown on drawings.
 - 2. Arrange operations to avoid interference with primary lines and grades.
 - 3. Check accuracy of line and grade by visual inspection, checks between stakes, and periodic checks between primary control monuments and stakes.
 - 4. Responsible for protection and preservation of stakes.

1.06 SURVEY MONUMENTS

- A. Protect survey monuments throughout Project.

- B. If such survey monuments are damaged by CONTRACTOR, they are to be replaced at CONTRACTOR'S expense.

SECTION 01410

TESTING LABORATORY SERVICE

PART 1 GENERAL

1.1 SUMMARY

- A. Work in this section includes services of testing laboratory to perform specified tests for Quality Assurance/Quality Control.

1.2 REFERENCES

- A. American Society for Testing and Materials.
 - 1. ASTM E329

1.03 PERFORMANCE REQUIREMENTS

- A. OWNER will employ and pay for services of independent testing laboratory to perform specified on-site testing as described in these specifications and in the Quality Assurance/Quality Control Plan for this Project.
 - 1. CONTRACTOR to cooperate with laboratory to facilitate execution of required services.
 - 2. Employment of laboratory, in no way, relieves CONTRACTOR of his obligation to perform Work of Contract.
- B. CONTRACTOR to furnish, at no additional cost tests performed on-site and certification of materials and equipment is specified.
- C. CONTRACTOR to furnish at no additional cost for any Related Requirements in Other Parts of Project Specifications.
 - 1. Inspection and testing required by laws, ordinances, rules, regulations, orders or approvals of public authorities: Condition of Contract.

1.04 QUALIFICATIONS OF LABORATORY

- A. Meet basic requirements of ASTM E329
- B. Authorized to operate in state in which project is located.
- C. Testing Equipment:
 - 1. Calibrated at reasonable intervals by device of accuracy traceable to either:
 - a. National Bureau of Standards
 - b. Accepted Value of natural physical constants.

1.05 LABORATORY DUTIES

- A. Cooperate with OWNER; provide qualified personnel to perform Work after due Notice to Proceed.
- B. Perform specified inspections, secure samples and test materials.
 - 1. Comply with specified standards.

- 2. Ascertain compliance of material with Contract Documents.
- C. Promptly notify OWNER'S ENGINEER of observed irregularities or deficiencies of Work, equipment or material.
- D. Promptly submit written reports of each test and inspection; one copy each to OWNER, OWNER'S ENGINEER material supplier, and CONTRACTOR, and one copy to record document file. Each report shall include the following.
 - 1. Date issued
 - 2. Project title and number
 - 3. Testing laboratory name, address, and telephone number
 - 4. Name and signature of Laboratory inspector
 - 5. Date and time of sampling or inspection
 - 6. Record of temperature and weather conditions if test performed in Field
 - 7. Date of test
 - 8. Identification of product and Specification section
 - 9. Location of sample or test in Project
 - 10. Type of inspection or test
 - 11. Results of test and compliance with Contract Documents
 - 12. Interpretation of test results, when requested by OWNER.
- E. Perform additional test as required by OWNER.

1.06 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

- A. Laboratory not authorized to:
 - 1. Release, revoke, alter or enlarge on requirements of Contract Documents.
 - 2. Approve or accept any portion of Work
 - 3. Perform duties of CONTRACTOR

1.07 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to Work.
- B. Provide to laboratory preliminary design mix propose to be used for material mixes which require control by testing laboratory.
- C. Furnish copies of product test reports.
- D. Furnish incidental labor and facilities.
 - 1. Provide access to Work to be tested.
 - 2. Obtain and handle samples at Project site or at source of product to be tested.
 - 3. Facilitate inspections and tests.
 - 4. Store and cure test samples.
- E. Notify Laboratory Owner sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of test.
 - 1. When test or inspection cannot be performed after such notice, reimburse OWNER for laboratory personnel and travel expenses incurred.
- F. Make arrangements with a laboratory and pay for additional samples and test required for CONTRACTOR'S convenience.
- G. Employ and pay for services of testing laboratory to perform additional inspections, sampling, and testing required when initial

test indicate Work does not comply with Contract Documents.

SECTION 01510

TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes information on temporary utilities (power, sanitary sewer, and water) for use during the project.

1.02 DESCRIPTION

- A. Electrical
 - 1. Provide temporary power supply for construction activities if needed.
- B. Water
 - 1. Is available from the existing Building.
 - A. Contractor to make arrangement with the Community Transit for its use.
 - 2. Contractor to provide his own containers or coolers for potable water for personnel use at site.
- C. Sanitary sewer
 - 1. Provide portable units for personnel use at site.

1.03 MEASUREMENT AND PAYMENT

- A. Work, including materials, specified in and performed under this section is included in the CONTRACTOR'S Lump Sum Price as stated in the Contract Agreement and no further compensation will be made.

PART 2 - PRODUCTS Not used

PART 3 - EXECUTION

- 3.01 Examine and verify site acceptability to receive and construct temporary utilities.
- 3.02 Provide power required for project work.
- 3.03 Provide water to construction area required for project work.
- 3.04 Provide required sanitary facilities for personnel use.
- 3.05 Disconnect temporary power and water supply upon project completion.
- 3.06 Remove personnel sanitary facilities upon project completion.

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Material and Equipment Incorporated into Work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type, and quality specified or as specifically approved.
- B. Manufactured and Fabricated Materials and Equipment:
 - 1. Design, fabricate, and assemble in accordance with engineering and shop practices standard with industry.
 - 2. Material and equipment shall be suitable for service conditions.
- C. Do not use material or equipment for purpose other than for which it is designed or specified.

1.02 MANUFACTURER'S INSTRUCTIONS

- A. Installation of materials shall comply with manufacturer's instructions. Obtain and distribute printed copies of such instructions to parties involved in installation, including 2 copies to OWNER'S ENGINEER.
 - 1. Maintain one set of complete instructions at job site during installation until completion of entire Project.
- B. Handle, store install, connect, clean, conditions, and adjust materials in accordance with manufacturer's written instructions and in conformance with Specifications.
 - 1. If job conditions or specified requirements conflict with manufacturer's instructions, consult OWNER'S ENGINEER for further instructions.
 - a. Do not proceed with Work without written instructions.

1.03 INSTALLATION, INSTRUCTIONAL, AND POST STARTUP SERVICES

- A. General:
 - 1. This paragraph covers on-site services of supplier's manufacturer's representatives provide by CONTRACTOR during construction.
 - 2. Include and pay costs for supplier's or manufacture's services, including, but not limited to, those specified.
- B. Installation Services.
 - 1. Where installation services are called for in Specifications, provide competent and experienced technical representatives or manufacturers.
 - 2. Provide "Certificate of Installation Services".