

CITY OF YANKTON

SOUTH DAKOTA

PROJECT MANUAL

BID FORM

FOR

**31st Street
Five Year Haying Lease of 40 +/- Acres of Land
Owned By The City of Yankton, South Dakota
Project #2023-021**

CITY OF YANKTON, OWNER

PO BOX 176

YANKTON, SOUTH DAKOTA 57078

June 15, 2023

BID SUBMITTAL TO:
CITY OF YANKTON
ATTN: CITY FINANCE OFFICER
PO BOX 176
YANKTON, SOUTH DAKOTA 57078

BID CLOSING & OPENING:
June 29, 2023
3:00 P.M.

BID AWARD
July 10, 2023
After 7:00 PM

CITY OF YANKTON
PROJECT MANUAL

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31st STREET HAYING LEASE

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Publishing Dates: June 17, and 20, 2023

NOTICE TO BIDDERS

Sealed bids will be received by the City Commission of the City of Yankton, South Dakota, at the office of the City Finance Officer of said City until 3:00 P.M., or may be hand delivered to the place of opening at 3:00 P.M. on the 29th day of June, 2023, at which time they will be publicly opened and read in the Second Floor Meeting Room A located in City Hall, Yankton, South Dakota. Disposition of said bids is expected to be held on the 10th day of July, 2023 at 7:00 P.M., in the City of Yankton Community Room, Career Manufacturing Technical Education Academy at 1200 West 21st Street, Yankton, South Dakota

Bids will be received for the following project:

31st Street Five-Year Haying Lease of 40+/- Acres of Land Owned By The City of Yankton, South Dakota

Owner reserves the right to make the award based on the highest responsive bid.

Copies of Specifications and Contract Documents may be obtained at the City Engineer's Office, 416 Walnut Street, Yankton, SD, 57078, or by going to: <http://www.cityofyankton.org/how-do-i/bid-rfp-posts-list>. With any questions, please call 605-668-5211.

Bids may not be withdrawn after the time fixed for opening them. The OWNER reserves the right to reject any and all bids, and to waive any irregularities therein.

Adam Haberman, PE
Public Works Director
City of Yankton, South Dakota

THE CITY OF YANKTON IS AN EQUAL OPPORTUNITY EMPLOYER

INSTRUCTIONS TO BIDDERS

BIDS will be received by the Finance Officer of the CITY OF YANKTON, South Dakota (herein called the "OWNER"), at the City Finance Office until 3:00 P.M. on the date specified in the Notice to Bidders or the BIDS may be hand delivered to the City Hall Second Floor Meeting Room located at 416 Walnut Street, Yankton, South Dakota until 3:00 P.M. on the date specified in the Notice to Bidders, whereupon they will be publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to The Board of City Commissioners, c/o City Finance Officer, Yankton, South Dakota. Each sealed envelope containing a BID must be plainly marked on the outside with the name of the project for which the BID is submitted, and the name of the BIDDER and the bidder's address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City of Yankton, P.O. Box 176, 416 Walnut Street, Yankton, South Dakota 57078.

All BIDS must be made on the required BID forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights of way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The party to whom the contract is awarded will be required to execute the Agreement and submit all required insurance certificates within ten (10) calendar days from the date when the NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default.

The OWNER within ten (10) days of receipt of acceptable insurance certificates and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and BIDDER.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the **highest** responsible BIDDER.

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

**BID PROPOSAL
31st STREET HAYING LEASE**

Date: _____

Proposal from: _____ (hereinafter
called "Bidder") an, individual, partnership or corporation doing business as:

_____.

To: City Finance Officer
P.O. Box 176
City of Yankton
Yankton, South Dakota

Proposals to be filed
no later than 3:00 P.M.
June 29, 2023

Gentlemen:

In compliance with your invitation to Bid for:

**Five Year Haying Lease of 40 +/- Acres of Farm Land Owned By The City of Yankton,
South Dakota**

Having examined the specifications and related documents, being familiar with the site of the proposed lease, and being familiar with all of the conditions surrounding the property does hereby submit the following amount for the lease of the property.

The undersigned Bidder does hereby declare and stipulate that the proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to the detailed specifications, and all other contract documents, pertaining to the lease, all of which have been examined by the undersigned.

The Bidder agrees to perform all work described in the Lease Contract Documents, based on the unit price bid.

Lease rental fee of \$ _____ per acre for each year of this Lease:

Lease rental fee of (written out) _____ per acre for
each year of this lease.

Bidder acknowledges receipt of the following addenda:

Date: _____ Number: _____

The Bidder understands that the Owner reserves the right to reject any or all bids, to waive any informality and to award the contract in the best interest of the Owner.

Respectfully submitted:

Name of Firm

Officer

Address

Telephone No.

CITY OF YANKTON 31ST STREET HAYING LEASE AGREEMENT

THIS LEASE, entered into this ____ day of _____, 2023, by and between the *City of Yankton*, a South Dakota municipal Corporation, with its principal designated office located at 416 Walnut Street, Yankton, South Dakota, hereinafter referred to as the "LESSOR" and _____, hereinafter referred to as the "LESSEE".

WITNESSETH:

LESSOR hereby leases unto the LESSEE certain farm land located north of 31st Street, as depicted on the map attached hereto and made a part hereof, from the 11th day of July, 2023, to the 1st day of November, 2027. LESSEE, in consideration of the leasing of said premises, hereby covenants and agrees to pay a rental fee of \$_____ per acre for each year of this lease.

LESSEE shall make one payment each year. The payment for each year from 2023 through 2027 shall be due on or before the first day of August. Each payment shall be for 100% of the total rental fee for the year. Payments shall be payable to the City of Yankton at the office of the Finance Officer, 416 Walnut Street, Yankton, South Dakota 57078.

The title, ownership, and possession of all grass raised on these premises shall be and remain vested in the LESSOR until the terms of this lease have been fulfilled, the rent paid and all indebtedness from LESSEE to LESSOR satisfied.

The real property affected by the above and foregoing agreement will be known as existing farm lease area containing 40+/- acres more or less which premises is depicted on the attached map titled 31st Street Hay Lease Map, which is incorporated and made a part hereof. Portions of, or all of the real property depicted has the potential for future sale or development. In the event of a property sale or development on the farm lease area, LESSOR will provide at least 90 days' notice to LESSEE of the affected area of the leased property. Thereafter, this lease shall terminate as to such affected property, which will be deducted from the farm lease area for the remainder of the haying lease agreement term.

LESSEE will at all times farm and care for said land in a good husband like manner, and in accordance with good farming and soil conservation practices; will not commit or permit waste thereon, will carefully protect all improvements of every kind that are now on said premises or may be erected thereon during the continuance of this lease; will promptly at the expiration of the term herein granted yield up possession of said premises, without notice, unto the LESSOR in as good condition and repair as they now are or may be at any time during the continuance of this lease, ordinary wear and tear excepted; will keep the entirety of the cultivated lands of said premises free from weeds and destroy all weeds along the fences, sidewalks, roadways, curb and gutter, and other improvements before weeds ripen to seeds.

This lease is for harvesting the grass each year. LESSEE is not permitted to plant or cultivate any other plant or crop upon the leased property. Each bale from the haying must be picked up and removed from the property within ten (10) calendar days of its creation. All costs associated with harvesting, loading, and hauling, etc., shall be the sole responsibility of the LESSEE. If LESSEE fails to timely remove any bails as required herein, LESSOR may enter upon the leased property without notice to LESSEE to remove and sell or dispose of such bails with no compensation to LESSEE, and in such event, LESSEE shall reimburse LESSOR for all expenses incurred by LESSOR for such removal.

It is understood and agreed that the rights granted hereunder will not be exercised in such a way as to interfere with or adversely affect the LESSOR's use, operation, maintenance, or development of the land.

This lease shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers and assigns of the parties hereto.

At all times during the term of the Lease, the LESSEE shall be obligated to carry public liability and property damage insurance for a minimum amount of \$1,000,000. In addition, the LESSEE shall carry workman's compensation insurance statutory for the State of South Dakota or as stipulated by state and/or federal regulations. LESSEE shall file a certificate of insurance with the City Finance Office for proof that the insurance is in full force and effect. Said certificate shall be filed before farming operations begin.

The LESSEE shall assume all risks incident to or in connection with the farming operation and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on said property and shall indemnify, defend and save harmless the LESSOR, its authorized agents and representatives. All liability arising from the use of said premises shall be that of the LESSEE.

LESSEE may not sublet the premises described herein, or any part thereof. Subletting is cause for the cancellation and forfeiture of this Lease. Provided, however, that LESSEE may assign this Lease to a third party, if such assignment is approved by LESSOR, is on the form prescribed by LESSOR, and LESSEE pays all administrative, legal, and filing fees necessary for the proper assignment of said lease.

LESSEE further covenants and agrees:

- a) to destroy all noxious weeds and pests on the above described premises as recommended by the local A.S.C.S. office, the SDSU Extension Service and according to the South Dakota noxious weeds law on the tillable portion of said leased premises;
- b) not to commit waste on the above described premises;
- c) that all hay not removed from the premises upon the expiration or termination of this Lease, whether by forfeiture or otherwise, shall become the property of the LESSOR;
- d) to control soil erosion as completely as practicable; keep good repair of all terraces, open ditches; preserve all established watercourses or ditches including grassed waterways; and refrain from any operation or practice that will injure such structures;
- e) all farm program income derived from A.S.C.S. or other programs shall belong to the LESSEE;

LESSEE shall not make any improvements on the leased premises unless authorized by the LESSOR.

If any default is made in the payment of rent of any part thereof, at the times hereinbefore specified, or in the event that LESSEE fails to perform any of the covenants or comply with any of the LESSEE's obligations or conditions contained in this Lease, then in addition to any other remedies set forth herein, LESSOR may provide written notice to the Lessee specifying the nature of LESSEE's violation. If Lessor should fail to cure the violation(s) within ten (10) calendar days following LESSEE's receipt of such written notice, this Lease shall, at the option of the LESSOR, terminate and be forfeited and LESSOR may thereupon re-enter the premises and take possession thereof. In the event that LESSOR

exercises its right to re-enter the premises and terminate this Lease, the same shall not be deemed to be a waiver of the right of the LESSOR to sue the LESSEE for specific performance of this Lease, and to pursue damages, at the election of the LESSOR.

The LESSEE further agrees to abide by the following rules, regulations and operational procedures:

A. STATE, FEDERAL AND LOCAL LAWS: The LESSEE agrees to comply with all Federal, State, County and Municipal laws, rules, ordinances, and regulations that are applicable to the operation of this airport, and upon notice to amend the terms of this lease, to comply with any changes in said laws, rules or regulations, including ordinances of the City of Yankton which are adopted for the safety, and operation, and maintenance of this airport facility.

B. NON-DISCRIMINATION: The LESSEE, in the use of the leased property, shall not on the grounds of race, color, or national origin discriminate or permit the discrimination against any person or group of persons in any manner prohibited by Part XV of the Federal Aviation Regulations, and the LESSEE further agrees to comply with any requirements made to enforce the foregoing which may be demanded of the LESSOR by the United States Government under the authority of said Part XV.

It is particularly understood and agreed that this lease shall not be deemed to be nor intended to give rise to a partnership relation.

Dated and signed this _____ day of _____, 2023

LESSOR:

CITY OF YANKTON

BY: _____
City Manager

ATTEST:

Al Viereck
Finance Officer

LESSEE: _____

DATE: _____



West 31st Street Hay Lease Map

Updated: 6/16/2023

 City Owned Property

Area: 40 Acres

Approx. 34 Hayable Acres

