CITY OF YANKTON PROJECT MANUAL

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PROJECT # 2023-025

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Publishing Dates: August 2, 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 PM or may be hand delivered to the place of opening at 3:00 PM on August 16, 2023 at which time they will be publicly opened and read in Meeting Room A located at 416 Walnut Street in Yankton, South Dakota. Disposition of said bids is expected to be held on August 28, 2023 after 7:00 PM, in the Technical Education Center at 1200 W. 21st Street, Yankton, South Dakota.

Bids will be received on the following:

COMMUNITY LIBRARY ROOF REPLACEMENT

Estimated quantities of the installation are listed below:

TO BE DETERMINED

Copies of the specifications and bidding forms can be obtained at the office of the Community Development Department, 416 Walnut St., Yankton, South Dakota 57078 or by telephoning (605) 668-5251. All bids must be submitted on forms provided by the City of Yankton.

Payment shall be in cash based on 90% monthly payments for all completed work including the actual cost (exclusive of overhead and profit to the contractor and subcontractors) of materials suitably stored at the site.

The City of Yankton, South Dakota reserves the right to reject any or all bids and to waive any informalities therein to determine which is the best and lowest bid and to approve the bond.

Gregg Homstad Building Official City of Yankton, South Dakota

Dated: August 1, 2023

-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 Meeting Room A in City Hall 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, 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.

Each BID must be accompanied by a certified check, cashier's check or draft, for five percent of the amount of the BID, such check to be certified or issued by either a state or a national bank and payable to the OWNER, or in lieu thereof a BID BOND for ten percent of the amount of the BID, such bond to be issued by a surety authorized to do business in the State of South Dakota payable to the OWNER, as a guaranty that such BIDDER will enter into a contract with the OWNER, in accordance with the terms of such letting and BID in case such BIDDER be awarded the contract.

As soon as the BID has been awarded, the OWNER will return the BONDS of all unsuccessful BIDDERS. The BID BOND of the successful BIDDER will be retained until the CONTRACT, PAYMENT BOND and the PERFORMANCE BOND have been executed and approved, after which it will be returned.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND, PAYMENT BOND and 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 and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

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 CONTRACTOR.

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 lowest responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of 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.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

Pre-bid inspection trip for prospective BIDDERS is proposed for August 10, 2023 at 9:00 a.m. for this project.

Instructions to Bidders Page 2 of 2

PROPOSAL

Date:						
Proposal of	(hereinafter					
Called "BIDDER") a corporation, organized and existing under	Called "BIDDER") a corporation, organized and existing under the laws of the State of					
, a partnership, or an individual doing	g business as:					
	·•					
To: City Finance Officer City of Yankton	Proposals to be filed no later than 3:00 P.M.					
Yankton, South Dakota	on August 16, 2023					
Gentlemen:						
The BIDDER, in compliance with your invitation to bid for:	*					
COMMUNITY LIBRARY ROOF REP	LACEMENT					
Having examined the specifications and related document, the being familiar with all of the conditions surrounding the propos availability of materials and labor hereby proposes to furnish a strict accordance with the CONTRACT DOCUMENTS, within the prices stated below. This price covers all expenses incurred under the contract documents, of which this proposal is a part.	sed project, including the ll labor, materials, and supplies in the time set forth therein, and at					

The undersigned bidder does hereby declare and stipulate that each 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 work to be done, all of which have been examined by the undersigned.

Name of Bidd	er:		

All the various phases of work enumerated in the contract documents with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor.

The BIDDER hereby agrees to commence WORK under this contract within ten days of the Notice to Proceed. The BIDDER agrees to fully complete the PROJECT by November 7, 2023. The BIDDER further agrees that if he does not complete the project within the time period specified, to pay as liquidated damages, the sum of \$400.00 for each

consecutive calendar day the project exceeds the completion date as provided in Section 15 of the GENERAL CONDITIONS.

The BIDDER agrees to perform the following price. (Note: BIDS		
TOTAL \$		
(Total Bid Ame	ount Written Out)	
Bidder acknowledges receipt o	f the following addenda:	
Date:	Number	
		
The Bidder understands that the informality in the bidding and to		
Respectfully submitted:		
Name of Firm	Federal ID No.	
Officer		
Address		Telephone Number

BID BOND

	(Name of Contractor)
	(Address of Contractor)
a	, hereinafter called PRINCIPAL, and
	(Name of Surety)
	(Address of Surety)
	are hereby held and firmly bound unto the CITY OF OTA, hereinafter called OWNER, in the penal sum of Dollars, (\$) in lawful
•	or the payment of which, will and truly to be made, we wind ourselves, successors, and assign.
submitted the accompanying	
a copy of which is hereto atta	ched and made a part hereof for the construction of:
NOW, THEREFORE,	
(a) If said BID shall be reject	ed, or

(b) If said BID be accepted and the PRINCIPAL shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said SURETY does hereby waive notice of any such extension.

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

				$\underline{\hspace{1cm}}$ (LS)	
	PR	INCIPAL			
	by			(s)	
ATTEST:					
(Principal) Secretary					
(SEAL)					
(Witness as to Principal)					
(Address)					
			DV	SURETY	
ATTEST:			вт		
(Surety) Secretary					
(SEAL)					
(Witness as to Surety)					
(Address)					

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

BIDDERS STATEMENT OF QUALIFICATIONS

(Must be submitted with bid)

To: City of Yankton Yankton, South Dakota			
Date Submitted:			
The following statements of qualification and	l experience a	are current for:	
Name of Organization:			
Address:			
We are incorporated in the State of:			
Our principal work is:			
We are licensed to perform this work in the S (No)	State of South	Dakota at the present	time: (Yes)
EXPER A. Completed projects of	IENCE REC		u)
Location & Description of Work	Owner	Contract Amount	Date Completed

		B. Work in Pro		Data
Location & Desc	ription of Work	Owner	Contract Amount	Date Completed
				,
The following lis	st of equipment is prop	osed for use on the	nis project:	
Description	Manufacturer	Size & Cla	ss Capacity	Year
	(use	additional sheets	if required	
Our superintende	ent for this project will	be:		
Their experience	includes:			
C 1 4 4		-1:6:4:	·	
Cieneral statemer	it of experience and gi	iaiifications of th	is organization include	S:

Bidders Statement of Qualifications Page 2 of 3

We propose to use the following major suppliers (include name & address of suppliers and equipment manufacturing type, and model no.'s if more than one type is offered by specifications):

We propose to use the following subcontractors (na	ame & address):
Our Bonding Company is:	
Address:	
We propose to accomplish the required work on th schedule, and personnel as herein stated: (use extra	
I certify that all the statements outlined above or at	tached hereto are a true representation of:
Name of Organization:	
Address:	
Prepared by:(Signature)	
Title:	
Address:	

Bidders Statement of Qualifications Page 3 of 3

NOTICE OF AWARD

	Date:
TO:	
AD	DRESS:
OW	NER'S PROJECT NO. #2023-025
	PROJECT: COMMUNITY LIBRARY ROOF REPLACEMENT
You	are notified that your bid, dated
for '	the above contract has been considered. You are the apparent Successful Bidder and
hav	e been awarded a contract for (all items contained on the Bid Itemization).
The	contract price of your contract is
	dollars
ው	(Written out)
5	·
	ee copies of each of the proposed Contract Documents accompany this Notice of ard.
	n must comply with the following conditions precedent within ten (10) days of the ice of Award, that is by September 7, 2023. (Date)
	You must deliver to the OWNER three (3) fully executed counterparts of the Agreement.
	You must deliver with executed Agreement, the Contract Security (bonds) as specified in the Instructions to Bidders and General Conditions.
3.	Provide Certificate of Insurance with the Contract.
4.	List other conditions precedent:
	Notice of Award

Notice of Award Page 1 of 2 Failure to comply with these conditions within the time specified will entitle the OWNER to consider your bid abandoned to annul the Notice of Award and to declare your Bid Security forfeited.

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

CITY	OF YANKTON, SOUTH DAKOTA
	By:
	Building Official (Title)
You are required to return an acknowledged OWNER.	copy of the NOTICE OF AWARD to the
ACCEPTANCE OF NOTICE OF AWARD	
Receipt of the above NOTICE OF AWARD	is hereby acknowledged by
this the	day of20
	Ву:
	Title:

AGREEMENT

	EMENT, made thisday of, 2023, by and between the ANKTON, SOUTH DAKOTA, hereinafter called "OWNER", and
doing busines	ss as (an individual,) or (a partnership,) or (a corporation) hereinafter called TOR".
WITNESSET mentioned:	ΓH: That for and in consideration of the payments and agreements hereinafter
1. T	he CONTRACTOR will commence and complete the construction of
	Community Library Roof Replacement
	Project # 2023-025
2. The	e CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor
	vices necessary for the construction and completion of the PROJECT described
DOCUMEN' same within	E CONTRACTOR will commence the work required by the CONTRACT IS within 10 calendar days after the NOTICE TO PROCEED and will complete the 60 calendar days unless the period for completion is extended otherwise by the DOCUMENTS.
CONTRACT	e CONTRACTOR agrees to perform all of the WORK described in the DOCUMENTS and comply with the terms therein for the sum of \$ n the BID schedule
5. The	e term "CONTRACT DOCUMENTS" means and includes the following:
(A)	Advertisement for Bids
(B)	Instruction to Bidders
(C)	Bid Proposal
(D)	Bid Bond
(E)	Bidders Statement of Qualifications
(F)	Agreement
(G)	General Conditions
(H)	Supplemental General Conditions
(I)	Payment Bond
(J)	Performance Bond
(K)	Notice of Award
(L)	Notice to Proceed
(M)	Change Order
(N)	Waiver and Release of Lien
(O)	Specifications prepared or issued by The City of Yankton dated August 1, 2023
(P)	Addenda:

Project Title: #2023-025 Agreement Page 1 of 2

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set

forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

		OWNER: The City of Yankton, Sout	h Dakota
(SEAL)		Amy Nelson City Manager	Date
ATTEST:			
Al Viereck Date Finance Officer			
	C	CONTRACTOR:	
	Ву	Date	
		Title	
		Address	
(SEAL)			
ATTEST:			
Title			

Project Title: #2023-025 Agreement Page 2 of 2

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
(Name of Contractor)
(Address of Contractor)
a, hereinafter called PRINCIPAL, and
(Name of Surety)
(Address of Surety)
Hereinafter called SURETY, are hereby held and firmly bound unto the CITY OF YANKTON, SOUTH DAKOTA, hereinafter called OWNER, in the penal sum of
Dollars in lawful
money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL has entered into a contract with the OWNER, dated, and a copy of which is hereto Attached and made a part hereof for the construction of:
Community Library Roof Replacement
Project #2023-025

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

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation in this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK to the SPECIFICATIONS.

Project Title: #2023-025
Payment Bond Page 1 of 4

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

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

		PRINCIPAL	(L.S.)
	Ву		(s)
ATTEST:			
(Principal) Secretary (SEAL)			
(Witness as to Principal)			
(Address)			
	S	URETY	
BY_ATTEST:			
(Surety) Secretary (SEAL)			
(Witness as to Surety)			
(Address)			

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

Project Title: #2023-025 Payment Bond Page 2 of 4

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of) : SS
County of
On thisday of, 20, before me personally appeared, Known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
Notary Public
My Commission expires the day of, 20
ACKNOWLEDGMENT OF PRINCIPAL (Partnership)
State of) : SS
County of
On thisday of, 20, before me personally appeared, who acknowledged himself to be one of the partners of a partnership, and that he, as such partner, be authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as a partner.
Notary Public
My Commission expires the day of, 20

Project Title: #2023-025
Payment Bond Page 3 of 4

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of) : SS	
County of)	
On thisday of, 20, before me per who acknowledged himself to be theo a corporation, and that he, as such being authorinstrument for the purposes therein contained, by signing as	f, orized to so do, executed the foregoing
	Notary Public
My Commission expires the day of	_, 20
AFFIDAVIT OF CORPORA	TE SURETY
State of	Affiant
, being first duly sworn on oath,	deposes and says that he is the
and that he is duly authorized to execute and deliver the fit is authorized to execute the same and has complied in all of in reference to becoming sole su obligations.	respects with the laws
Subscribed and sworn to before me this day of	, 20
	Notary Public Residing In:
My Commission expires the day of	

Project Title: #2023-025 Payment Bond Page 4 of 4

PERFORMANCE BOND

(Name of Contractor)	
(Address of Contractor)	
A	, hereinafter called PRINCIPAL, and
(Name of Surety)	
(Address of Surety)	
Hereinafter called SURETY, are hereby held and SOUTH DAKOTA, hereinafter called OWNER,	
the United States, for the payment of which sum v successors, and assigns, jointly and severally, firm	well and truly to be made, we bind ourselves,
THE CONDITION OF THIS OBLIGATION is s into a contract with the OWNER, dated Attached and made a part hereof for the construct	and a copy of which is hereto
Project #202	23-025
NOW, THEREFORE, if the PRINCIPAL shall w	ell, truly and faithfully perform its duties, all

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

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation in this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK to the SPECIFICATIONS.

Project Title: #2023-025 Performance Bond Page 1 of 4 PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

			(L.S.)
		PRINCIPAL	
ATTEST:	By_		(s)
(Principal) Secretary (SEAL)			
(Witness as to Principal)		_	
(Address)		-	
		SURETY	
ATTEST:	BY		
(Surety) Secretary		-	
(SEAL)			
(Witness as to Surety)		-	
(Address)		-	

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

Project Title: #2023-025 Performance Bond Page 2 of 4

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of) : SS	
County of)	
On thisday of20, before me pers known to me to be the individual described in and who exacknowledged to me that he executed the same.	sonally appeared, ecuted the foregoing instrument and
	Notary Public
My Commission expires the day of,	, 20
ACKNOWLEDGMENT OF (Partnership)	PRINCIPAL
State of	
: SS County of)	
On thisday of, 20, before me per who acknowledged himself to be one of the partners of A partnership, and that he, as such partner, being authoriz instrument for the purposes therein contained, by signing	zed so to do, executed the foregoing
as a partner.	
	Notary Public
My Commission expires theday of, 2	20

Project Title: #2023-025 Performance Bond Page 3 of 4

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of) : SS	
: SS County of)	
On thisday of, 20, bef who acknowledged himself to be the corporation, and that he, as such b	ore me personally appeared,
who acknowledged himself to be the	of,a
of the corporation by himself as	being authorized to so do, by signing the name
or the corporation by immoor as	<u>-</u> '
	Notary Public
My Commission expires theday of	, 20
AFFIDAVIT OF COR	PORATE SURETY
State of)	1.00
: SS County of)	Affiant
, being first duly sv	vorn on oath, deposes and says that he is the
of of that he is duly authorized to execute and deliver th	e foregoing obligation: that said company is
authorized to execute the same and has complied is	n all respects with the laws of
In reference to becoming sole surety upon bonds, u	
Subscribed and sworn to before me this day of	of ,20 .
	Notary Public Residing In
My Commission expires theday of	, 20

Project Title: #2023-025 Performance Bond Page 4 of 4

NOTICE TO PROCEED

			Dated	, 20
TO:				
	(Contrac	tor)		
ADDRESS:				
PROJECT NO:	2023-025			
PROJECT: Commun	ity Library Roof Repl	acement		
CONTRACT FOR:	Community Library 1	Roof Replace	ment	
September 7, 2023. B	the correct time under by that date, you are to rdance with the Agree	start perform	ning your obligati	ons under the Contract
Other requirements, i	f any			
			(Owne	er)
		Ву		
			(Autho	orized Signature)
			(Title)	
	ACCEPT	ANCE OF N	NOTICE	
Receipt of the above	NOTICE TO PROCE	EED is hereby	acknowledged by	7
		, this	day of	,20
			(Signa	ture
			(Digita)	itui o j

Notice To Proceed Page 1 of 1

CHANGE ORDER #1

PROJECT TITLE: Community Library Roof Replacement
CHANGE ORDER NO.:
PROJECT NO: DATE:
DESCRIPTION:
The following changes are hereby made to the Contract Documents:
Total Amount of this Change Order \$
JUSTIFICATION:
Original Contract Amount:
Current Contract Amt. Adjusted by Previous Change Orders: \$ Contract Amt. due to this Change Order will be (increased)(decreased) by: \$
Contract Amount including this Change Order will be: \$
Contract Time will be (increased)(decreased) by
Completion Date for all work will be
APPROVAL:
OBDEDED DV.
ORDERED BY: City of Yankton
ACCEPTED BY:
Contractor

Change Order #1 Page 1 of 1

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned,	
	(Manufacturer, Materialman, Subcontractor)
has furnished to	the following
((Name of Contractor)
and the state of t	for use in the construction
(Kind of Material and Services	s Furnished)
of a project belonging to	, and
	(Name of Owner)
designated as((Name of Project)
NOW, THEREFORE, the undersigned	d:
	for and in
(Manufacturer,	Materialman, Subcontractor)
consideration of \$, and o	ther good and valuable consideration, the receipt
whereof is hereby acknowledged, do (does) hereby waive and release any and all liens, or
right to or claim of lien, on the above	described project and premises, under any law,
common or statutory, on account of la	bor or materials, or both, heretofore or hereafter
furnished by the undersigned to or for	the account of said
for said project.	(Name of Contractor)
Given under my (our) hand(s) and sea	l(s) this day of, 20
_	
((Manufacturer, Materialman or Subcontractor)
ī	R_{V^*}

Waiver/Release of Lien Page 1 of 1

GENERAL CONDITIONS

City of Yankton Community Library 515 Walnut St., Yankton SD Contact: Gregg Homstad 605-668-5253 ghomstad@cityofyankton.org

PART 1 GENERAL

1. **DEFINITIONS**:

- 1.1 Wherever used in the contract documents the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 ADDENDA: Written or graphic instruments issued prior to the execution of the agreement, which modify or interpret the contract documents' drawings and specifications by additions, deletions, clarifications or corrections.
- 1.3 BID: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.
 - 1.4 BIDDER: Any person, firm or corporation submitting a bid for the work.
- 1.5 BONDS: Bid, performance and payment bonds and other instruments of security furnished by the contractor and his surety in accordance with the contract documents.
- 1.6 CHANGE ORDER: A written order to the contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents, or authorizing an adjustment in the contract price or contract time.
- 1.7 CONTRACT DOCUMENTS: The contract, including advertisement for bids, information for bidders, bid, bid bond, agreement, payment bond, performance bond, notice of award, notice to proceed, change order, drawings, specifications and addenda.
- 1.8 CONTRACT PRICE: The total monies payable to the contractor under the terms and conditions of the contract documents.
- 1.9 CONTRACT TIME: The number of calendar days stated in the contract documents for the completion of the work.
- 1.10 CONTRACTOR: The person, firm or corporation with whom the owner has executed the agreement.
- 1.11 DRAWINGS: The part of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the OWNER.
 - 1.12 OWNER: The person, firm or corporation named as such in the contract documents.

- 1.13 FIELD ORDER: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time issued by the OWNER to the contractor during construction.
- 1.14 NOTICE OF AWARD: The written notice of the acceptance of the bid from the owner to the successful bidder.
- 1.15 NOTICE TO PROCEED: Written communication issued by the owner to the contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.16 OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.
 - 1.17 PROJECT: The undertaking to be performed as provided in the contract documents.
- 1.18 RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the owner who is assigned to the project site or any part thereof.
- 1.19 SHOP DRAWINGS: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.
- 1.20 SPECIFICATIONS: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR: An individual, firm or corporation having a direct contract with the contractor or with any other subcontractor for the performance of a part of the work at the site.
- 1.22 SUBSTANTIAL COMPLETION: That date as certified by the OWNER when the construction of the project or a specified part thereof is sufficiently completed in accordance with the contract documents so that the project or specified part can be utilized for the purpose for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS: Modifications to general conditions required by a Federal agency for participation in the project and approved by the agency in writing prior to inclusion in the contract documents, or such requirements that may be imposed by applicable state laws.
- 1.24 SUPPLIER: Any person or organization who supplies materials or equipment for the work including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:

2.1 The contractor may be furnished additional instructions and detail drawings by the OWNER as necessary to carry out the work required by the contract documents.

2.2 The additional drawings and instruction thus supplied will become a part of the contract documents. The contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. DRAWINGS AND SPECIFICATIONS:

- 3.1 The intent of the drawings and specifications is that the contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner ready for use, occupancy or operation by the owner.
- 3.2 In case of conflict between the drawings and specifications, the specifications shall govern. Figure dimensions on drawings shall govern over scale dimensions and detailed drawings shall govern over general drawings.
- 3.3 Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the OWNER in writing who shall promptly correct such inconsistencies or ambiguities in writing. Work done by contractor after his discovery of such discrepancies, inconsistencies or ambiguities and prior to the OWNER's written response shall be done at the contractor's risk.

MATERIALS & CONDITIONS

4.1 DESCRIPTION

A. The project consists of installing a Carlisle or Johns Manville EPDM Fully Adhered Membrane as outlined below:

4.2 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to remove existing membrane and flashings and complete the installation of a 60-mil EPDM membrane Fully Adhered Roofing System including flashings and cover board as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details. Installation must be completed by the date listed in the contract documents.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any contractor who intends to submit a bid using a roofing system other than the approved manufacturer(s) must submit for pre-qualification in writing ten (10) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.

4.3 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
- 1. Shop drawings showing layout, details of construction and identification of materials.
- 2. Sample of the manufacturer's warranty covering all components of the Carlisle or Johns Manville roofing system.
- 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
- 4. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection report to the building owner prior to the issuance of the manufacturer's warranty.

4.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
- 1. Store materials in dry areas protected from water and direct sunlight. If exposed to lower temperatures, restore to manufacturer's minimum temperature before using.
- 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation and underlayment products must be on pallets, off the ground and tightly covered with waterproof materials. Manufacturer's wrap does not provide sufficient waterproofing. Insulation and underlayment products that become wet or saturated are to be discarded.
- D. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

4.5 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care shall be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Do not disrupt activities in occupied spaces.

4.6 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
- 1. Areas permitted for personnel parking.

- 2. Access to the site.
- 3. Areas permitted for storage of materials, trailers, roll offs, debris and portable restroom facilities.
- 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.

4.7 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work.

Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

4.8 PRE-CONSTRUCTION CONFERENCE

- A. A pre-bid meeting may be held at the job site at the owner's discretion.
- B. The roofing contractor may schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. The job site inspection may occur on the day of the pre-bid meeting or prior.
- C. Bids must be submitted as required by the owner and governing bodies.
- D. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawings and included with bid submittal if necessary to clarify any conditions not shown.

4.9 TEMPORARY FACILITIES AND CONTROLS

A. Temporary Utilities:

- 1. Water and power for construction purposes are available at the site and will be made available to the roofing contractor.
- 2. Contractor shall provide all hoses, valves and connections for water from source designated by the owner when made available.

B. Temporary Sanitary Facilities

Sanitary facilities will not be available at the job site. The roofing contractor shall be responsible for the provision and maintenance of portable toilet facilities. Coordinate placement with owner.

C. Building Site:

- 1. The roofing contractor shall use reasonable care and responsibility to protect the building and site, including landscaping and turf grass against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
- 2. The roofing contractor shall remove all demolition and construction debris from the job site in a timely and legally acceptable manner so as not to detract from the aesthetics or the functions of the building.

D. Signage:

One contractor sign may be placed on site inside the public sidewalk for the duration of the project. Sign must be removed no more than seven days after completion.

4.10 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building.
- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

4.11 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the roofing contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

4.12 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.
- D. All field seams and flashing details are to be completed according to manufacturer's specifications and details.

4.13 QUALITY ASSURANCE

A. The Roofing System must achieve a UL Class C rating.

The specified roofing assembly must have been successfully tested by a qualified testing agency to resist the design uplift pressures calculated according to International Building Code (IBC) and American Society of Civil Engineers (ASCE 7) ANSI/SPRI WD-1 "Wind Design Standard Practice for Roofing Assemblies"

- B. The membrane must be manufactured by the material supplier. Manufacturers supplying membrane made by others are not acceptable.
- C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least one (1) EPDM roofing application or several similar systems of equal or greater size within one year.
- E. Provide adequate number of experienced workers regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- F. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's consideration.
- G. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to identify any needed corrective repairs that will be required for warranty issuance. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.
- H. Inspector shall be employed and trained by the manufacturer and have received product-specific training from the manufacturer of the products.

4.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle or Johns Manville's EPDM Roofing System specification for General Job Site Considerations.

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the contractor must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.

- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. Provide temporary protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters. If high winds are expected contractor shall remove temporary protection and other loose material from the roof.
- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weathertight at the end of the work day.
- I. Contaminants such as grease, fats and oils shall not be permitted to come in direct contact with the roofing membrane.

4.15 WARRANTY

- A. Provide manufacturer's 15 year Total System Warranty covering both labor and all materials with no dollar limitation.
- B. Pro-rated System Warranties shall not be accepted.

PRODUCTS

5.1 GENERAL

- A. All components of the specified roofing system shall be products of Johns Manville or Carlisle or accepted by Johns Manville or Carlisle as compatible.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be manufactured and supplied by the roofing system manufacturer and covered by the warranty. The manufacturer of the roof membrane shall also manufacture all polymeric components for the roofing system, including, but limited to, membrane, adhesives, primers, flashings, caulks and tapes.

5.2 MEMBRANE

Furnish 60-mil, non-reinforced EPDM (Ethylene, Propylene, Diene Terpolymer) in the largest sheet possible. The membrane shall conform to the minimum physical properties of ASTM D4637.

5.3 INSULATION/UNDERLAYMENT

- A. When required, insulation shall be installed in multiple layers. The first and second layer of insulation shall be mechanically fastened or adhered to the substrate in accordance with the manufacturer's published specifications. Finished surface elevation of replacement insulation panels shall match adjacent areas.
- B. Insulation shall be 25PSI PolyISO. Minimum R-value required is 20

5.4 METAL EDGING AND MEMBRANE TERMINATIONS

A. General: All existing perimeter parapet flashing shall be removed and replaced with matching prefinished 24 gauge material, subject to Owner approval. All new metal flashings shall be tested and meet ANSI/SPRI ES-1 standards and comply with International Building Code. All new metal work is to be supplied and warranted by the manufacturer.

5.5 WALKWAYS

Protective surfacing for roof traffic shall be Carlisle or JM Walkway Pads (with Factory-Applied Tape on the underside of the walkway) adhered to the membrane surface in conjunction with compatible Primer.

5.6 OTHER MATERIALS

- A. Provide and install new rot-resistant pipe support blocking at intervals not to exceed 10'.
- B. Provide and install watertight curb infill/cover at location D noted on plan sheet.

EXECUTION

6.1 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

6.2 INSULATION PLACEMENT

A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.

6.3 COVER BOARD

A. Provide and install new .5" high density ISO cover board over entirety of membrane roofing area. Fasten to deck per manufacturer's specifications.

6.4 MEMBRANE PLACEMENT AND BONDING

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply the Bonding Adhesive in accordance with the manufacturer's published instructions and coverage rates, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
- 1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
- 2. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.

C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 4 inches. Do not apply bonding adhesive to the splice area.

6.5 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable. Use Pressure-Sensitive Curb Wrap when possible to flash curb units.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

6.6 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the specifier's drawing.
- B. Adhere walkways pads or rubber pavers to the EPDM membrane in accordance with the manufacturer's specifications.

6.7 DAILY SEAL

A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the workday, a daily seal must be performed.

6.8 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

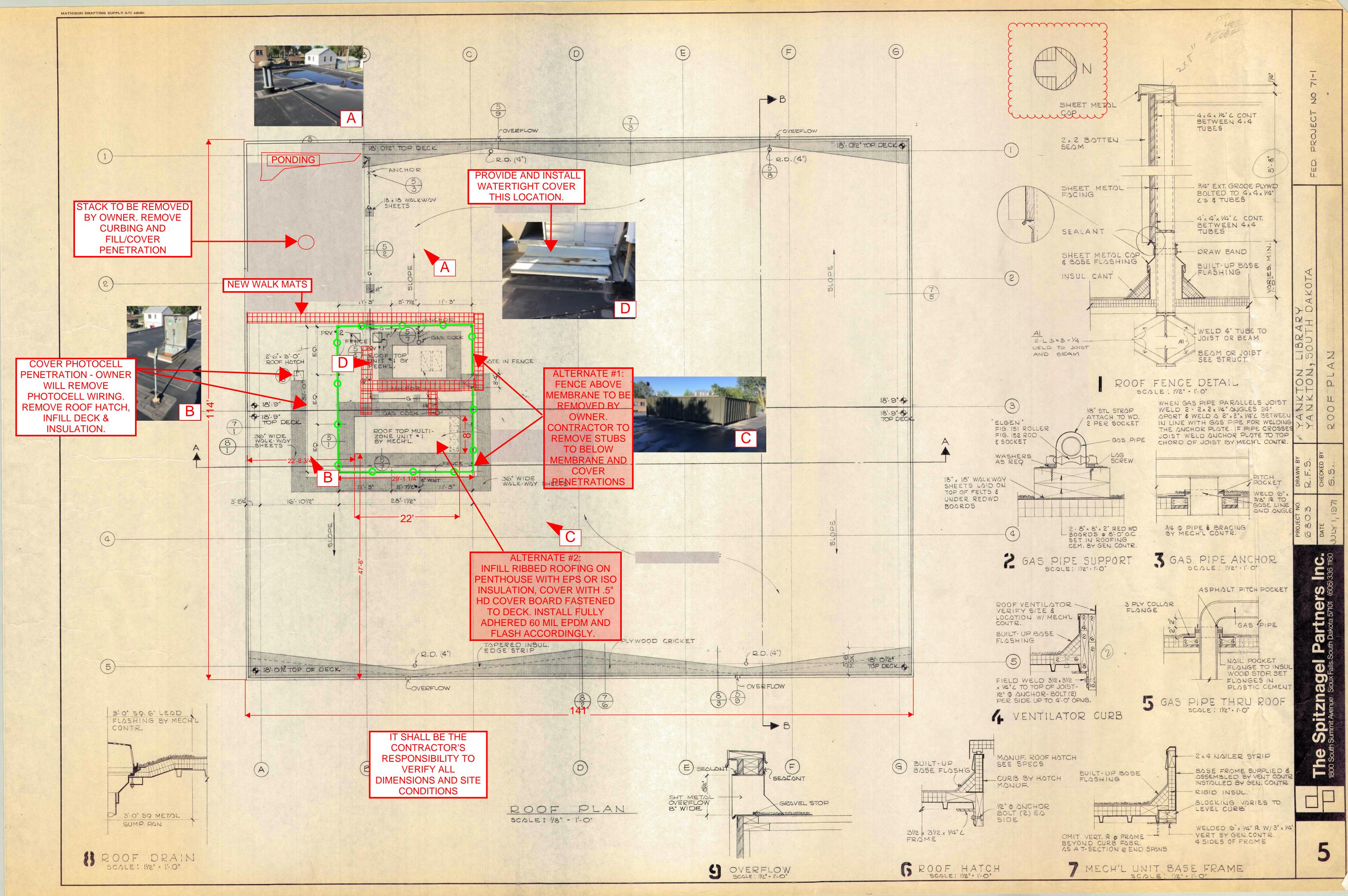
LIST OF ALTERNATES

ALTERNATE #1: Fence enclosure panels above membrane to be removed by owner. Contractor to remove posts to below existing membrane and cover penetrations with suitable insulation, coverboard and membrane. (see plan)

ALTERNATE #2: Infill ribbed roofing on penthouse with EPS or ISO insulation, cover with .5" HD cover board fastened to deck. Install fully adhered 60 mil EPDM and flash accordingly. Provide and install boots for mechanical penetrations as required.

ALTERNATE #3: Provide white EPDM in lieu of black.

END OF SPECIFICATION





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