

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2022, by and between City of Deadwood, South Dakota, hereinafter called OWNER, and Corr Construction Services, Inc., hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Base Bid:

Removal of existing structure (Single span "I" girder w/timber deck and timber abutments), construction of temporary vehicle crossing consisting of twin 60' CMP culverts, riprap, and gravel surfacing. Installation of new 48' prestressed concrete double tee bridge with H pile abutments and T101 Bridge Rail. Work also includes minimal approach grading, surfacing, and other associated improvements.

ARTICLE 2 THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or on a part is generally described as follows: Timm Lane Structure Replacement and Approach Grading

ARTICLE 3 ENGINEER

The Project has been designed by:

Interstate Engineering, Inc.
120 Industrial Drive, Suite 2
Spearfish, SD 57783

who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have all rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Dates to Achieve Substantial Completion and Final Payment

- B. Work described in Article 1 shall be substantially complete as follows:
1. Construction shall be substantially complete and ready for OWNER use and pre-final inspection by September 1, 2023.
 2. All construction shall be finally complete and ready for final payment within thirty (30) calendar days of substantial completion.
 3. Once the Contractor begins work, the City will require the work to continue without extended periods of non-activity on the site.
- C. Work shall begin when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

Liquidated Damages

- D. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in

paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,600.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion of any construction schedule until the Work is substantially complete. At any given time, the maximum amount the Contractor will pay is \$1,600.00 per day regardless of the number of construction schedules that are not substantially complete per the time described above.

ARTICLE 5 CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in paragraph 13.03 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions or other portions of the Contract Documents.

Progress Payments; Retainage

- B. OWNER shall make progress payments in accordance with Article 15 of the General Conditions on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of progress of Work Measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.
 1. Prior to Substantial Completion, progress payments will be made equal to the sum of the unit price items less the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions:
 - a. The OWNER shall retain 10% of the amount of each progress payment until 50% of the Work is complete and accepted per the Contract Document requirements. No further retainage shall be withheld on progress estimates during continuance of the contract unless unsatisfactory progress or performance is documented.
 - b. Retainage will be 10% of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in paragraph 15.01 of the General Conditions).
 2. Upon Substantial Completion and at the OWNER's discretion, the amount of retainage may be further reduced if requested by the CONTRACTOR up to 95% of the amount retained from previous estimates.

Final Payment

- C. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 7 INTEREST

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 CONTRACTORS REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents (including all Addenda) listed in Article 9 and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance or furnishing of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. CONTRACTOR has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 5.06 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 CONTRACT DOCUMENTS

Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Other Bonds;
 - 5. General Conditions;
 - 6. Supplementary Conditions;
 - 7. Specifications as listed in the Table of Contents of the Project Manual;
 - 8. Drawings consisting of a cover sheet and sheets numbered 2 through 39, inclusive, with each sheet bearing the following general title: Timm Lane Structure Replacement; (Note: Drawings are not attached hereto);
 - 9. Drawings consisting of a cover sheet and sheets numbers G-1 through C-10, inclusive, with each sheet bearing the following general title: Timm Lane Temporary Access Crossing; (Note: Drawings are not attached hereto);
 - 10. Addenda No. 1;
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award;
 - b. CONTRACTOR's Bid Form;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Orders.
- B. The documents listed in paragraph 9.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 11.01 of the General Conditions.

ARTICLE 10 MISCELLANEOUS

Terms

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

Assignment of Contract

- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Successors and Assigns

- C. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Severability

- D. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Errors and Omissions

- E. The Contract Documents listed in Article 9 of this Agreement are intended to be complimentary and to describe and provide a complete work. The CONTRACTOR will not take advantage of an apparent error or omission in the plans and specifications. If the CONTRACTOR discovers such an error or omission, he will immediately notify the ENGINEER. The ENGINEER will then make such corrections and interpretation as may be deemed necessary for fulfilling the intent of the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed three (3) copies of this Agreement. One counterpart has been delivered to OWNER, one to CONTRACTOR, and one to ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2022. (Which is the effective Date of the Agreement).

OWNER:
CITY OF DEADWOOD

CONTRACTOR:
CORR CONSTRUCTION SERVICES, INC.

By: _____
(Signature)
Attest _____
(Signature)

Address for giving notices:
102 SHERMAN STREET
DEADWOOD, SOUTH DAKOTA 57732
Phone: _____
Facsimile: _____

By: _____
(Signature)
Attest _____
(Signature)

Address for giving notices:
PO Box 170
Hermosa, SD 57744-0170
Phone: (605) 255-5456
Facsimile: (605) 255-5781

[CORPORATE SEAL]

[CORPORATE SEAL]

South Dakota Contractors' Registration #:

Agent for service of process:

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

OWNER's Designated Representative:

Name: Interstate Engineering, Inc.
Title: Engineer
Address: 120 Industrial Drive, Suite 2
Spearfish, SD 57783
Phone: 605-642-4772
Facsimile: 605-642-4773

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Contractor's Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

PART 1 GENERAL

00.1.01 PROJECT IDENTIFICATION

TIMM LANE REPLACEMENT STRUCTURE

(Name of Project)

DEADWOOD, SOUTH DAKOTA 57732

(Location)

CONTRACT IDENTIFICATION AND NUMBER:

IEI# L19-00-078

THIS BID SUBMITTED TO:

CITY OF DEADWOOD

(Organization)

102 SHERMAN STREET

(Street; P.O. Box)

DEADWOOD, SOUTH DAKOTA 57732

(Town), (State) (Zip Code)

00.1.02 PROJECT

- A. This project generally consists of the following work items as provided in **SECTION 00 11 13 ADVERTISEMENT FOR BIDS** of these Specifications.

1. Including but not limited to:

Removal of existing structure (Single span "I" girder w/timber deck and timber abutments), construction of temporary vehicle crossing consisting of twin 60" CMP culverts, riprap, and gravel surfacing. Installation of new 48' prestressed concrete double tee bridge with H pile abutments and T101 Bridge Rail. Work also includes minimal approach grading, surfacing and other associated improvements.

00.1.03 PROPOSAL

- A. The undersigned Bidder, proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form Included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the process and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.
- B. The undersigned Bidder is required to affix the Bidder's South Dakota Contractor's Excise Tax License Number and Employers Tax ID Number to their Bid.
- C. With these units as the basis, the bidder will extend such item, using the cost they insert in the unit column.
1. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost, which shall be considered correct.

00.1.04 **EXAMINATION OF DOCUMENTS AND SITE VISIT**

- A. The undersigned has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents, and is familiar with the local conditions and limitations at the place where the work is to be performed.
- B. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- C. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- D. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

00.1.05 **ADDENDA**

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

Addendum No.

Addendum Date

1

Sept 26, 2022

00.1.06 **BASIS OF PROPOSAL**

- A. All various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the bid schedule, irrespective of whether it is named in said list, and that the Owner may specify any number or combination of units that the Engineer may deem necessary for the construction of the Project.
- B. The undersigned bidder does hereby declare and stipulate that this 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 all the terms and conditions of **SECTION 00 21 00 INSTRUCTIONS TO BIDDERS**, the Construction Agreement, the Detailed Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

00.1.07 CONTRACT TIME

A. Base Bid:

1. All construction schedules shall be substantially complete and ready for OWNER's use and pre-final inspection by September 1, 2023.

00.1.08 LIQUIDATED DAMAGES

- A. Bidder further agrees to pay liquidated damages stated in the Contract Documents, as provided in Paragraph 15.06.D of **SECTION 00 72 00 GENERAL CONDITIONS** of these Specifications and acknowledged during preparation and submittal of a bid.

1. Refer to Acknowledgement of Liquidated Damage signature page for additional information (included herein).

00.1.09 BIDDER'S PROPOSAL

- A. Estimated quantities shown in this section are approximate quantities based on calculations performed by the Engineer. The Contractor is responsible for satisfying him or herself as to the accuracy of these quantities. The quantities shown in the Unit Price Schedule are for the purpose of comparing bids. Payment will be made at the unit price bid for each item multiplied by the quantity of that item furnished and/or installed, and accepted.

B. Schedule of Rates

L&M = Labor and Materials LS = Lump Sum
SY = Square Yard SF = Square Foot
CY = Cubic Yard LF = Lineal Foot
VF = Vertical Foot HR = Hour
EA = Each

TIMM LANE REPLACEMENT STRUCTURE - REVISED
BASE BID

Item No.	Description	Quantity	Unit	Unit Price	Extended Unit Price
009E0010	MOBILIZATION	1	LS	106,500	106,500 ⁰⁰
100E0020	CLEAR AND GRUB TREE	7	EA	850	5,950 ⁰⁰
100E0100	CLEARING	1	LS	5,850	5,850 ⁰⁰
110E1010	REMOVE ASPHALT CONCRETE PAVEMENT	88	SY	56.80	4,998.40
110E1690	REMOVE SEDIMENT	0.4	CY	700	280 ⁰⁰
120E0010	UNCLASSIFIED EXCAVATION	354	CY	20.85	7,380.90

120E0600	CONTRACTOR FURNISHED BORROW EXCAVATION	275	CY	49	13,475 ⁰⁰
230E0010	PLACING TOPSOIL	61	CY	59.80	3,647 ⁸⁰
260E1010	BASE COURSE	218	TON	64.35	14,028 ³⁰
320E1050	CLASS E ASPHALT	55	TON	233	12,815 ⁰⁰
632E1320	2.0" X 2.0" PERFORATED TUBE POST	15	FT	42	630 ⁰⁰
632E3526	INSTALL STATE FURNISHED SIGN	2	EA	36	72 ⁰⁰
634E0110	TRAFFIC CONTROL SIGNS	68	SF	7.20	489 ⁶⁰
634E0120	TRAFFIC CONTROL, MISCELLANEOUS	1	LS	2,760	2,760 ⁰⁰
634E0275	TYPE 3 BARRICADE	6	EA	180	1,080 ⁰⁰
634E0700	TRAFFIC CONTROL MOVABLE CONCRETE BARRIER	14	EA	585	8,190 ⁰⁰
730E0210	TYPE F PERMANENT SEED MIXTURE	50	LB	60	3,000 ⁰⁰
731E0200	FERTILIZING	1.22	TON	1,800	2,196 ⁰⁰
732E0100	MULCHING	4.5	TON	3,600	16,200 ⁰⁰
734E0154	12" DIAMETER EROSION CONTROL WATTLE	443	FEET	12	5,316 ⁰⁰
450E4828	60" CMP 14 GAUGE, FURNISH	184	FEET	165	30,360 ⁰⁰
450E4830	60" CMP INSTALL	184	FEET	23.80	4,379 ²⁰
464E0100	CONTROLLED DENSITY FILL	45	CY	422.50	19,012 ⁵⁰
700E0210	CLASS B RIPRAP, FURNISH AND PLACEMENT	103	TON	106.10	10,928 ³⁰
250E0030	INCIDENTAL WORK, STRUCTURE	1	LS	58,000	58,000 ⁰⁰
420E0100	STRUCTURE EXCAVATION, BRIDGE	252	CY	22	5,544 ⁰⁰
430E0200	BRIDGE END EMBANKMENT	122	CY	44.75	5,459 ⁵⁰
430E0300	GRANULAR BRIDGE END BACKFILL	23	CY	222	5,106 ⁰⁰
460E0050	CLASS A45 CONCRETE, BRIDGE	98	CY	862	84,476 ⁰⁰
460E0100	CONCRETE A45 CONCRETE, MISCELLANEOUS	4	CY	1,365	5,460 ⁰⁰
470E0420	TYPE T101 BRIDGE RAILING	124	FT	224.50	27,838 ⁰⁰
480E0100	REINFORCING STEEL	7412	LB	3.82	28,313 ⁸⁴
480E0200	EPOXY COATED REINFORCING STEEL	1254	LB	8.92	11,185 ⁶⁸

510E3120	HP 10 PILE TIP REINFORCEMENT	12	EA	388.60	4,663.20
510E3371	HP 10X57 STEEL TEST PILE, FURNISH AND DRIVE	50	FT	140	7,000.00
510E3375	HP 10X57 STEEL BEARING PILE, FURNISH AND DRIVE	250	FT	121	30,250.00
560E8630	3'-10" WIDE DECK X 30" PRESTRESSED CONCRETE DOUBLE TEE	230	FT	388.97	89,463.10
560E8631	3'-10" WIDE DECK X 30" PRESTRESSED CONCRETE DOUBLE TEE, INSTALL	230	FT	63.17	14,529.10
680E0040	4" UNDERDRAIN PIPE	126	FT	14.04	1,769.04
680E0150	DOUBLE SIDED SHEET DRAIN	480	SF	565	2,712.00
680E2500	POROUS BACKFILL	13.2	TON	321	4,237.20
831E0110	TYPE B DRAINAGE FABRIC	40	SY	12.35	494.00
734E0920	FINISH GRADE STREAM CHANNEL	24	HR	228	5,472.00
900E1310	CONCRETE WASHOUT FACILITY	1	EA	2,210	2,210.00

\$ 673,721.66
(Figures)

Six Hundred Seventy three thousand, seven Hundred
twenty one : 66/100
(Words)

00.1.10 BASIS OF BID & EVALUATION OF BID

- A. The undersigned understands that the OWNER reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the OWNER.
- B. Bidders shall submit a Bid on a unit price and/or lump sum basis for each Schedule of Work listed in the Bid Schedule as provided in the Bid Form. The Bid will not be considered unless the Bid Form contains prices for all unit price and/or lump sum items, and alternates, as shown on the Bid Form. Owner will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, is in the best interest of the Project and may include any combination and/or all Schedules and Additive Alternatives selected by the Owner, and other factors considered.
- C. Unit Price Work will be computed in accordance with Paragraph 13.03 of the General Conditions.
- D. Bidder acknowledges that estimated quantities are not guaranteed, are solely for the purpose of comparison of bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

- E. The undersigned agrees that the unit prices shall govern in checking the bid, and should a discrepancy exist in the Total Bid Amount and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- F. Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 15.03 and 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- G. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- H. The following documents are attached to and made a condition of the Bid:
 - 1. Accompanying this Proposal is a Bidder's Bond payable to the OWNER in the amount of ten percent (10%) of this bid, in accordance with the provisions of **SECTION 00 21 13 INSTRUCTIONS TO BIDDERS** of these Specifications.
- I. The terms used in this Bid with the initial capital letters have meanings indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.
- J. If requested, the apparent successful bidder, and any other bidder as requested, shall submit to the Engineer a list of all such subcontractors, suppliers, individuals or entities proposed for the work within five (5) working days of the request and after the bid opening.
 - a. Such list shall be accompanied by a qualification statement with pertinent information regarding similar projects and other evidence of qualification and relative work experience for each subcontractor, suppliers, individual or entity. The Contractor and their subcontractor, suppliers, individual or other entities' experience will be considered when determining if the Contractor is responsible.
- K. **Technical Provisions**
 - 1. Reserved

00.1.11 TAXES

- A. The undersigned agrees that the prices in this Contractor's Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with

the construction of Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be Incorporated in the Project.

- B. The Bidder agrees to pay all such taxes and to furnish to the appropriate taxing authorities all required information and reports pertaining thereto.

00.1.12 GOVERNMENTAL REQUIREMENTS

- A. The CONTRACTOR agrees to conform to the Governmental Requirements in **SECTION 00 73 73 STATUTORY REQUIREMENTS** of these Specifications.

00.1.13 PERFORMANCE AND PAYMENT BOND

- A. As shown in Contract Security and Signing of Agreement, as specified in **SECTION 00 21 13 INSTRUCTIONS TO BIDDERS** of these Specifications, the undersigned bidder agrees to execute the Agreement and a Performance and Payment Bond for the amount of the total of this bid within fifteen (15) calendar days from the date when the written notice of the award of the Contract is delivered to them at the address given on this proposal.
- B. The name and address of the corporate surety with which the Bidder proposes to furnish the specified Performance and Payment Bond is as follows:

Corporate Surety:

Business Address:

Gusso Surety Bonds

2307 W 57th St Suite 100

Sioux Falls, SD 57108

00.1.14 THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Submitted On

Sept 29, 2022

(Date)

South Dakota Contractors Excise Tax No.

1019-2877-ET

Employer's Tax ID No.

75-3106959

If BIDDER is:

An Individual:

(Name typed or printed)

By:

(Individual's Signature)

Doing business as:

Business Address:

Phone No.:

Fax No.:

A Partnership:

(Partnership Name typed or printed)

By:

(Signature)

(Name typed or printed)

Business Address:

Phone No.:

Fax No.:

A Corporation:

Corr Construction Services Inc
(Corporation Name typed or printed)

State of
Incorporation:

Type:

South Dakota

S - Corp

(General Business, Professional, Service, Limited Liability)

By:

(Signature of person authorized to sign)

Title:

Attest:

President

(Signature)

Business Address:

PO Box 170

Hermosa SD 57744

Phone No.:

605-255-5456

Fax No.:

605-255-5781

Date of Qualification to do Business is:

April, 1, 2003

(Corporate Seal)

00.1.15 ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

A. DEFINITIONS:

1. When used in the Acknowledgement of Liquidated Damages, the following definitions shall apply:

2. CONTRACTOR: Corr Construction Services Inc
(Name of Contractor Completing this Form)

3. OWNER: CITY OF DEADWOOD

B. This acknowledgement, dated this 29th day of Sept, 2022 by CONTRACTOR wherein CONTRACTOR acknowledges and agrees that the public improvement contract, which is the subject of this submitted bid contains a liquidated damages clause.

C. CONTRACTOR acknowledges and agrees that because the project involves the construction of public improvements, said liquidated damages clause is necessary.

D. CONTRACTOR acknowledges and agrees that the Owner is damaged in the amount of \$1,600.00 for each calendar day or part of a day past the contract's substantial completion date that this project is not completed.

E. CONTRACTOR further acknowledges and agrees that the Owner is damaged in the amount of \$1,600.00 for each calendar day or part of a day past the contract's date for final completion and payment that the project is not completed.

F. CONTRACTOR acknowledges and agrees that because this is a public improvement project, it is extremely difficult to calculate the OWNER'S actual damages for delay in completing the project, but that this mutually agreed upon figure for liquidated damages of \$1,600.00 is the best approximation possible, is reasonable, and is not a penalty. This mutually agreed upon liquidated damages amount has been specifically taken into account in arriving at the dollar amount of CONTRACTOR'S submitted bid. This liquidated damages amount shall be included in the public improvement project contract and CONTRACTOR acknowledges and agrees to be bound by this amount should CONTRACTOR be awarded the public improvement contract.

G. This mutually agreed upon amount may be deducted from money due or to become due CONTRACTOR should CONTRACTOR be awarded the public improvement contract and should CONTRACTOR fail to complete the work within the time specified in this contract.

By: [Signature]
(CONTRACTOR)

Its: President

ADDENDUM NO.1
TIMM LANE STRUCTURE REPLACEMENT PROJECT
PROJECT NO.: L19-00-078
CITY OF DEADWOOD

Date Issued: September 26, 2022
Bid Opening Date: **NO CHANGE**
Bid Opening Time: **NO CHANGE**
Bid Opening Place: Deadwood City Hall

**THE FOLLOWING ADDITIONS, CORRECTIONS AND/OR CLARIFICATIONS SHALL
BE MADE TO THE PLANS AND SPECIFICATION DOCUMENTS:**

This addendum forms a part of the Contract Documents and modified the original bidding documents dated July 22, 2022. Bidders must acknowledge receipt of the Addendum in the appropriate space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

Clarification:

1. Attached are the following documents:
 - Pre-bid meeting agenda
 - Plan holders list
 - Revised plan sheets 11 & 16
 - Sheet 17 with redline notes regarding power line relocation
 - Revised Bid Form Section 00 41 00 – 3 thru -5
2. Enclosed is plan sheet 17 showing current BH Power plan to relocate the OH power line across the structure. BHP will set a temporary pole south of the structure to relocate the OH power line to. A temp service will be installed to service the lot SE of the structure. One existing pole off the SE corner of the structure will be removed and the guy wires from the other OH power line pole will be removed during construction. The pole will remain in place.

The awarded contractor will need to coordinate schedules with BH Power.

This will increase the amount of clearing needed for the temp power line. Bid Items 100E0020 & 100E0100

3. Relocating the existing concrete jersey barriers on the structure will be paid as part of bid item 250E0030 Incidental Work, Structure. They will be located to the cold storage area adjacent to the structure.
4. Once the contractor begins work, the City will require the work to continue without extended periods of non-activity on the site.
5. Plan sheet 4. Environmental Commitment N: American Dippers.
A nesting survey is planned for April to determine if the American Dipper has active nests in the area of work.

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P.O. Box 226 • 120 Industrial Dr., Suite 2 • Spearfish, SD 57783-0226 • P: 605-642-4772 • F: 605-642-4773 •
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Specification:

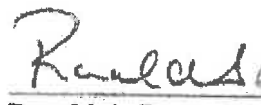
1. Replace bid form Section 00 41 00 – 3 thru 5 with attached revised bid form.
Additional Class E Asphalt due to both approaches being asphalt. West approach was not previously asphalt.
2. Will allow both lifts to be Class E, Type 1.
3. PG Asphalt binder: 58-28 or 58-34 for RAP Mixes, and 64-22 or 64-28 for non-RAP mixes.
4. RAP will be allowed.

Plans:

1. Replace plan sheets 11 and 16 with the attached revised plan sheets. Both approaches will be asphalt.
2. Make the following pen & ink revisions to sheet 2 quantities:
260E3010 Gravel Surfacing – delete this bid item.
320E1050 Class E Asphalt Concrete – Revise quantity to 55 Ton.
3. Sheet G-1, Temporary Access Crossing. The 404 permit has been extended until March 14, 2026. There will be NO requirement to remove temporary work in the channel by February 24, 2023. It can remain in place throughout construction.

END OF ADDENDUM #1

NOTE: THE RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED IN THE SPACE PROVIDED ON THE BIDDER'S PROPOSAL FORM AND BID ENVELOPE.

INTERSTATE ENGINEERING, INC.
Ronald A. Bengs, PE

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www.state.sd.us/drr

Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby issued to the below named. This license remains the property of the state of South Dakota and while in possession of the person to whom issued, entitles the licensee to transact whatever business or activity is specified on this license, until this license expires or is cancelled.

ISSUE DATE: 04/11/2003

EXPIRATION DATE:

LICENSE NUMBER: 1019-2877-ET

LICENSE TYPE: Contractors' Excise Tax

ISSUED TO:

CORR CONSTRUCTION SERVICES INC
24176 ALKAN LN
HERMOSA, SD 57744-0170

CORR CONSTRUCTION SERVICES INC
24176 ALKAN LN
HERMOSA, SD 57744-0170

A handwritten signature in cursive script that reads "Paul Kinsman".

Paul Kinsman
Secretary of Revenue & Regulation

NON-TRANSFERABLE

BID BOND

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

BIDDER (Name and Address):

Corr Construction Services, Inc.
PO Box 170, Hermosa, SD 57744-0170

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

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105

OWNER (Name and Address):

City of Deadwood
102 Sherman Street, Deadwood, SD 57732

BID

Bid Due Date: September 29, 2022

Description (Project Name— Include Location): Timm Lane Structure Replacement City of Deadwood,
South Dakota Project No. L19-00-078

BOND

Bond Number: Bid Bond

Date: September 7, 2022

Penal sum Ten Percent of Amount Bid	\$	10%
(Words)		(Figures)

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

BIDDER

Corr Construction Services, Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Jack Corr

Print Name

President

Title

Attest:

Signature

Title

VP

SURETY

Swiss Re Corporate Solutions America Insurance Corporation

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Travis Gusso

Print Name

Attorney-in-Fact

Title

Attest:

Signature Jennifer Rinehart

Title Witness



Note: Addresses are to be used for giving any required notice.

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



PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of South Dakota

County of Lincoln

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jennifer Rinehart **Notary Public of** Lincoln **County, in the State of** South Dakota,

do hereby certify that Travis Gusso **Attorney-in-Fact, of the** Swiss Re Corporate Solutions

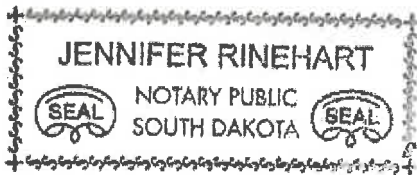
America Insurance Corporation **who is personally known to me to be the same person whose**

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Swiss Re Corporate Solutions America Insurance Corporation **for the uses and purposes therein set forth.**

Given under my hand and notarial seal at my office in the City of Sioux Falls **in**
said County, this 7th **day of** September, 2022.




Notary Public

Jennifer Rinehart

My Commission expires: March 27, 2025

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Travis Gusso

Principal: Corr Construction Services, Inc.

Obligee: City of Deadwood

Bond Description: Timm Lane Structure Replacement City of Deadwood, South Dakota Project No. L19-00-078

Bond Number: Bid Bond

Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9TH of May, 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC



By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of September, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC