

SPECIFICATION  
AND  
CONTRACT DOCUMENTS

**2023 WATER TREATMENT CHEMICALS**

for

CITY OF ABERDEEN, SOUTH DAKOTA

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CITY MANAGER  
Joe Gaa

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Prepared by:  
Bob Braun  
Superintendent  
September 19, 2022

**ABERDEEN, SOUTH DAKOTA  
WATER TREATMENT PLANT CHEMICALS**

**2023**

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**ADVERTISEMENT FOR BIDS  
CITY OF ABERDEEN  
WATER TREATMENT PLANT  
2023 CHEMICALS**

Notice is hereby given that sealed bids will be received by the Council of the City of Aberdeen, South Dakota at the office of the City Finance Officer, Auditor Division, 123 S. Lincoln Street, Aberdeen, SD 57401-4215 until 2:00 o'clock p.m. local time on the **18th of October, 2022**, at which time bids will be publicly opened, read and referred to the Council of the City of Aberdeen for furnishing:

**Ammonium Sulfate, Carbon (Activated Powdered PAC), Carbon Dioxide, Fluoride (Hydrofluosilicic Acid), Lime, Polymer, Polyphosphate, Potassium Permanganate, Soda Ash, and Water Softener Salt.**

Copies of the Specifications and other proposed contract documents are available on the City of Aberdeen website at [www.aberdeen.sd.us](http://www.aberdeen.sd.us) under the Bids section and on file at the City Finance Office Auditor Division, and the City Public Works Office, Aberdeen, South Dakota, and will be available at no cost from the latter.

Bids shall be submitted in accordance with the specifications. All bids shall be plainly marked on the outside of the envelope with the words **"Bid for 2023 Water Treatment Chemicals"**

Bid securities for each total gross bid in excess of \$25,000 will be provided a ten percent (10%) Bid Bond or a certified check or a cashier's check in an amount equal to at least five percent(5%) of the total gross bid will accompany each bid packet, the same to be issued by a solvent bank authorized to operate in South Dakota, and made payable to the City of Aberdeen, South Dakota. These securities are to be guaranteed that if the Proposal is accepted, a contract will be entered into by the Bidder. Contracts in excess of \$25,000 may require a Payment Bond and a Performance Bond acceptable to the City Council of the City of Aberdeen, South Dakota, for one hundred percent (100%) of the Contract, in conformance with the requirements of the Contract documents. No bid may be withdrawn within a period of thirty (30) days after the date fixed for opening bids.

The Council of the City of Aberdeen, South Dakota reserves the right to reject any and all bids, waive irregularities, and accept the bid it deems most favorable and in the best interest of the City of Aberdeen after all bids have been examined.

By Order of the Council of the City of Aberdeen, South Dakota.

Dated this 27th Day of September 2022.

By:   
Jordan McQuillen  
Finance Officer

## INSTRUCTIONS TO BIDDERS

**B-1.BIDS.** Each bid shall be legibly written or printed in ink on the form provided in this copy of proposed contract documents. No alterations in bids, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the bidder; if initialed, the Owner may require the bidder to identify any alteration so initialed. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted.

The bid form shall be completed for any individual section or combination of sections at the bidder's option.

**Each bid shall be enclosed in a sealed envelope or wrapping, addressed to the City Council of the City of Aberdeen, South Dakota, identified on the outside with the words "Bid for 2023 Water Treatment Chemicals", and filed with the office of the Deputy Finance Officer, Auditor Division.**

No bidder may submit more than one bid. Multiple bids under different names will not be accepted from one firm or association.

**B-1-a. ADDENDUMS TO BIDS.** The deadline for addendums to the base bid packet shall be October 11, 2023. Addendums, if required, shall be posted to the website under the "Bids" link prior to this date. Please check for addendums before submitting completed bid packets to the City of Aberdeen.

**B-2. BID SECURITY.** Each bid in excess of \$25,000 shall be accompanied by any one of the following:

- (1) A certified check, cashier's check, or draft certified or issued by a state or national bank for five per cent (5%) of the amount of the total gross bid; or
- (2) A bid bond issued by a surety authorized to do business in South Dakota for ten per cent (10%) of the amount of the bid; or
- (3) An irrevocable letter of credit for one hundred percent (100%) of the amount of the bid from a financing agency of good repute and deemed acceptable to the City of Aberdeen, all in accordance with SDCL Ch. 5-18A and SDCL Ch.57A-5.

**B-2a. CALCULATION OF BID SECURITY:** Bid security shall be provided for the total gross bid. Total gross bid for the purposes of this contract shall be defined as the sum of each individual chemical bid. Calculation of the security shall be based on the most costly alternate bulk bid for each chemical or category of chemical. When individual chemicals have alternate configurations, provide bid security for only the most costly alternate at the quantity called for in the specification. **If this is not completely understood, please call Emily or Bob at 605-626-7011.**

The bid security shall be made payable without condition to the City of Aberdeen, South Dakota, hereinafter referred to as Owner. The bid security may be retained by and shall be forfeited to the Owner as liquidated damages if the bid is accepted and a contract based thereon is awarded and the bidder shall fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

**B-3. RETURN OF BID SECURITY.** The bid security of each unsuccessful bidder will be returned when his bid is rejected. The bid security of each bidder to whom a contract is awarded will be returned when he executes a contract and files a satisfactory performance bond. The bid security of each second lowest responsible bidder may be retained for not to exceed thirty (30) days pending the execution of the contract and bond by the successful bidder.

**B-4. WITHDRAWAL OF BID.** No bidder may withdraw his bid for thirty (30) days after the date and hour set for the opening. A bidder may withdraw his bid any time prior to expiration of the period during which bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid Form.

**B-5. ACCEPTANCE AND REJECTION OF BIDS.** The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid, to reject any or all bids, and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

**B-6. SIGNATURE OF BIDDERS.** Each bidder shall sign the Bid Form using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant and each shall indicate whether the participant is doing business as an individual, partnership or corporation. The names of all persons signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to be the bid of the individual signing. When requested by the Owner, evidence of the authority of the person signing shall be furnished.

**B-7. INTERPRETATION OF CONTRACT DOCUMENTS.** If any person who contemplates submitting a bid is in doubts to the true meaning of any part of the drawings, specifications, or other proposed contract documents he may submit to the Superintendent a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Clarification or change of the proposed contract documents will be made only by addendum. A copy of each addendum will be available for download on the City of Aberdeen website [www.aberdeen.sd.us](http://www.aberdeen.sd.us) and the addendum must be acknowledged on the proposal portion of bid and a signed copy of the addendum must be returned with the bid documents. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

**B-8. TAXES AND PERMITS.** Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. The City of Aberdeen is not exempt from taxes levied by the State of South Dakota. For questions regarding taxes contact the local Department of Revenue office at 605-626-2218.

**B-9. PERFORMANCE BOND AND PAYMENT BOND.** Each bidder to whom a contract is awarded in excess of \$25,000 will be required to furnish a Performance Bond to the Owner in an amount equal to one hundred percent (100%) of the contract price.

The bond shall be executed on the form included in the contract documents by a surety company authorized to do business in the State of South Dakota and acceptable as Surety to the Owner.

Accompanying the bond shall be an acknowledgement of Principal and Acknowledgment of Surety on the form bound herewith and a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

At Water Superintendent's discretion, in lieu of a performance bond, suppliers will agree upon acceptance of the contract to abide by the following performance agreement: If at any time, the City of Aberdeen determines that any chemical provided under this contract fails to adequately perform when used as described in the plans and specifications, the supplier will, at his own expense, arrange for the removal of the substandard product upon notification by the superintendent. Additionally, the City of Aberdeen may arrange delivery of a suitable product for the remainder of the contract period from another supplier. If this action is necessary, as determined by the superintendent, the company awarded the contract will pay any and all expenses beyond the accepted bid price for the duration of the contract. Contact the superintendent to clarify if a performance bond is required.

**B-10. BOUND COPY OF BID DOCUMENTS. ONLY A COMPLETE BID PACKAGE SHALL BE ACCEPTED** at bid opening. A complete bid package shall include:

1. **10% Bid Bond or 5% Certified or Cashier's check or an irrevocable letter of credit for 100% of the amount of the bid from a financing agency of good repute and deemed acceptable to the City of Aberdeen.**
2. **Completed cover page**
3. **Properly completed pages P-1, P-2, P-3 and P-4 (each column for the chemical(s) you are bidding must be filled)**
4. **Signed Addenda (if any) and Acknowledged on proposal**
5. **NSF Certification**
6. **Certificate of Analysis where required**
7. **Items 1. - 4. Must be stapled together in proper order**
8. **All documents shall be placed in an envelope or wrapper that is then sealed and marked as required in B-1.**

**B-11. SOUTH DAKOTA RESIDENT CONTRACTOR PREFERENCE.** A South Dakota resident bidder will be allowed a preference on this contract against the bid of any bidder from any other state which enforces or has a preference for resident bidders. The amount of preference given to the South Dakota low resident bidder will be equal to the preference given in the other state.

# 2023 Water Treatment Chemicals

TO THE CITY COUNCIL  
CITY OF ABERDEEN, SOUTH DAKOTA

**DATE:** October 18, 2022

THE UNDERSIGNED BIDDER, being familiar with the specifications, for materials to be furnished, now on file in the office of the Water Treatment Superintendent, Aberdeen, South Dakota, hereby proposes to furnish the following materials at the quoted unit prices: **(Bidder understands that each bid item is a separate bid and award may be made by individual items).**

ITEM	CUSTOM NAME	BID FIRM	# OF POUNDS	PRICE PER POUND	PRICE PER TON	TOTAL BID PRICE
AMMONIUM SULFATE						
CARBON (PAC)						
CARBON DIOXIDE						
FLUORIDE (Hydrofluosilicic acid 23%)						
Tote						
LIME						
POLYMER						
PAM (Tote)						
Actiflo Bulk - PACL						
Actiflo Tote - PACL						
Filter Aid Bulk - PACL						
Filter Aid Tote - PACL						
Monthly Tech Support						
POLYPHOSPHATE						
POTASSIUM PERMANGANATE						
SODA ASH						
BULK SALT						

Bid price for PACL shall be determined as follows:

$$A \times B \times 1,000 = \text{Total Bid.}$$

Where:

A = Unit Price per pound of PACL; and

B = Number of pounds of PACL required to treat One Million (1,000,000) gallons of raw water of the quality typically seen at the City of Aberdeen Water Treatment Works, based on performance tests on file with the City of Aberdeen Water Treatment Division as of the date of this Notice to Bidders.

Note that the multiplier "1,000" is a constant designed to approximate One Billion (1,000,000,000) gallons of water estimated to be treated, based on historical usage patterns. There is no guarantee that the City will purchase a sufficient quantity of PACL to treat One Billion (1,000,000,000) gallons.

**Bid shall be awarded based on the Total Bid price;** however, City shall pay the specific unit price for actual quantity of product supplied in accordance with City's requirements. **Bidders must fill in each blank below in order for their bid to be considered.**

ACTIFLO BULK - PACL

$$\underline{\hspace{2cm}} \quad \times \quad \underline{\hspace{2cm}} \quad \times \quad 1,000 \quad = \quad \underline{\hspace{2cm}}$$

**Unit price**      **# pounds per MG**      **TOTAL BID**

ACTIFLO TOTE - PACL

$$\underline{\hspace{2cm}} \quad \times \quad \underline{\hspace{2cm}} \quad \times \quad 1,000 \quad = \quad \underline{\hspace{2cm}}$$

**Unit price**      **# pounds per MG**      **TOTAL BID**

FILTER AID BULK - PACL

$$\underline{\hspace{2cm}} \quad \times \quad \underline{\hspace{2cm}} \quad \times \quad 1,000 \quad = \quad \underline{\hspace{2cm}}$$

**Unit price**      **# pounds per MG**      **TOTAL BID**

FILTER AID TOTE - PACL

$$\underline{\hspace{2cm}} \quad \times \quad \underline{\hspace{2cm}} \quad \times \quad 1,000 \quad = \quad \underline{\hspace{2cm}}$$

**Unit price**      **# pounds per MG**      **TOTAL BID**

**Product Technical Support – twelve (12) on-site monthly visits to the Aberdeen Water Treatment Plant  
Monthly Fee \$ \_\_\_\_\_**



The bidder agrees to furnish the required Bonds (Both bid and Performance) and to enter into a contract as provided with the bid package within ten (10) days after acceptance of this bid.

The bidder certifies that the materials meet or exceed the specifications within the bid package.

In order to facilitate faster testing of PAC 1 and PAC 2, samples should be sent at the same time, but separate package to the bid packet.

The bidder will be sending PAC samples Yes \_\_\_\_\_

The bidder will not be sending PAC samples No \_\_\_\_\_

In order to take advantage of pricing opportunities and consistent quality of product, the City will include an option in the chemical specifications to extend contracts up to three years after the bid if the product and service meets or exceeds the requirements needed to produce the best water quality possible. These chemicals include Ammonia, Carbon Dioxide, Hydrofluosilicic acid 23%, Potassium permanganate, Polyphosphate, Soda Ash, Carbon PAC1 and PAC2. The Bidder acknowledges this that they are aware of this and indicates if they will agree to the possible extension when contacted in October for the extension in the next year.

The bidder agrees to the possible extension Yes \_\_\_\_\_

The bidder would not want the possible extension No \_\_\_\_\_

In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of thirty (30) days after the scheduled time for the receipt of bids.

The bidder hereby certifies (a) that this bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, with any agreement or rules of any group, association, organization, or corporation; (b) that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid (c) that he has not solicited or induced any person, firm or corporation to refrain from bidding and (d) that he has not sought by collusion to obtain for himself any advantage over any other bidder or over the Owner.

Yes \_\_\_\_\_

No \_\_\_\_\_

The bidder acknowledges receipt of the following addenda:

No. \_\_\_\_\_

Dated \_\_\_\_\_

No. \_\_\_\_\_

Dated \_\_\_\_\_

Dated in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Enclosed herewith is a (certified check), (bid bond) in the amount of \_\_\_\_\_% of the bid which the undersigned agrees is to be forfeited to and become the property of the City of Aberdeen, should this proposal be accepted and the contract awarded to us and we shall fail to enter in the contract and furnish the specified bond. The check shall be returned to the undersigned upon the signing and acceptance of the executed contract and executed bond by the City.

**SIGNATURE OF BIDDER:**

If an Individual: \_\_\_\_\_

doing business as: \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By \_\_\_\_\_, partner

If a Corporation: \_\_\_\_\_

By \_\_\_\_\_, (Seal)

Title \_\_\_\_\_

If a Joint Venture (Both must sign)

By \_\_\_\_\_,

Title \_\_\_\_\_

By \_\_\_\_\_,

Title \_\_\_\_\_

Business address to which Notice of Award is to be sent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF ABERDEEN  
WATER TREATMENT PLANT  
TREATMENT CHEMICALS**

**BID SPECIFICATIONS**

SP - 1

## GENERAL REQUIREMENTS

The City of Aberdeen reserves the right to award individual chemicals to different bidders, the right to reject any and all bids, to waive irregularities, and to award to the lowest and/or best bidder(s).

The Aberdeen Water Treatment Plant reserves the right to cancel and re-bid any agreement or contract due to additional charges incurred as a result of unforeseen circumstances.

### QUESTIONS

Bidders may contact Robert Braun at 605-626-7011 or bob.braun@aberdeen.sd.us with questions about the bid.

### DELIVERY

All quantities are on an as-needed basis established by the Aberdeen Water Treatment Plant. Chemicals shall be delivered to:

Aberdeen Water Treatment Plant  
12668 391st Ave  
Aberdeen, SD 57401

**\*\*Delivery costs shall be included in the bid price. \*\***

### PRODUCT DATA

The bidder shall supply Material Safety and Data Sheets (SDS) with each delivery. Bidders shall supply product specifications with their bids. Bidders shall supply an Affidavit of Compliance for the specified AWWA Standards with their bid.

### **Equivalent Disclaimer**

References to a particular trade name, manufacturer's catalog, or model number in the specifications are made for descriptive purposes to guide the vendor in interpreting the requirements of the Aberdeen Water Treatment Plant. They should not be construed as excluding bids on other types of materials, equipment, and supplies. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for all items. However, the vendor, if successful, will be required to furnish the particular item described herein, unless a departure or substitution is clearly noted and described in the bid. Sufficient detailed information must be submitted with the bid to allow a determination to be made that the products proposed are equivalent to those named.

### **Product Availability and Quality**

The supplier shall be responsible for stocking and inventorying sufficient quantities of all bid items in order to guarantee that all orders placed against the contract be delivered complete and to the designated delivery site. Excessive delays will be grounds to cancel the contract.

Product Quality must meet required standards of purity as established by industry specifications, regulations, laws, and recommendations.

- All chemicals listed in this bid shall meet AWWA and U.S. FDA specifications and be approved by the National Sanitation Foundation (NSF).
- All liquid chemicals shall be clean and free of visible suspended matter and turbidity.
- All solid chemicals shall be free of dirt and debris.

## **VERIFICATION TESTING**

The Aberdeen Water Treatment Plant will perform routine sampling and testing of chemical deliveries to verify conformance with the specifications. Verification testing will be performed at the City's cost. If the sample purity is less than the required purity, the cost of the analysis shall be paid by the vendor. The Aberdeen Water Treatment Plant reserves the right to use the next low bidder at any point in which verification testing shows chemicals have been delivered that do not comply with these specifications. The chemical supplier shall remove, at their expense, any chemical that does not meet the specifications.

## **SITE INSPECTION**

Prior to **Tuesday, October 18, 2023**, a bidder may inspect the Aberdeen Water Treatment Plant's site and equipment. Inspections are by appointment only during business hours (8:00 a.m. to 3:00 p.m.). Appointments can be scheduled by contacting the Water Treatment Plant at 605-626-7074.

## **SPILLAGE AND CLEANUP**

In the event of spillage by the supplier or its representative, due to lack of proper equipment to unload, carelessness, etc., it will be the supplier's responsibility to bear all subsequent cleanup costs.

## **SAFETY REQUIREMENTS AND TRAINING**

- Supplier shall employ handling procedures that conform fully to the most current safety guidelines as promulgated by Occupational Safety and Health Administration (OSHA).
- Supplier shall conform fully to the Aberdeen Water Treatment Plant's site safety requirements.
- All containers will be carefully examined upon receipt. Any containers which exhibit evidence of leakage, structural damage, corrosion, metal fatigue, improper handling or filling, excessive layers of loose and/or peeling paint, or insufficient maintenance shall be rejected and ordered removed from the site. Cylinders shall be shipped with valve protection hoods in place. All cylinders must be equipped with standard container valves and fusible metal plugs.
- All containers supplied under this contract shall be maintained in such a manner as to not subject those persons working near them to an undue hazard.
- All valves shall be clean, free of dirt, and able to be operated using conventional tools designed for that purpose. Any containers having valves that may not be operated using conventional tools will be set aside and the supplier ordered to remove them from the site.
- All regulations governing the transport and handling of chemicals shall be followed.
- Vendor shall provide a safety training seminar for the Aberdeen Water Treatment Plant's staff handling chemicals if so requested. Training shall be provided by qualified personnel. The training shall include a review of all information contained in the SDS, safety procedures, and all other relevant safety information including, but not limited to: cylinder handling, demonstrations of proper use of emergency repair kit, and appropriate PPE.

## **SPECIAL DELIVERY REQUIREMENTS FOR ALL PRODUCTS**

- No deliveries will be accepted on government-recognized holidays.
- Volume and Weight – The vendor shall provide documentation with each delivery as to the exact volume of chemical delivered.
- The successful bidder will provide a means to secure each load from tampering and will provide sufficient chain-of-custody paperwork to verify the security of the load while in transit.

## **SPECIAL DELIVERY REQUIREMENTS FOR ALL PRODUCTS (continued):**

- All chemicals delivered on pallets must be loaded and transported such that the pallets can be offloaded from the rear of the truck using a pallet jack. The maximum height of palletized packages will be five (5) feet and the pallets must be of standard dimensions.
- Chemicals delivered on pallets must arrive at the Aberdeen plant between the hours of 8:00 AM and 3:30 PM Monday through Friday.
- Bulk chemical deliveries must have prior coordination and will be offloaded between the hours of 7:00 AM and 6:00 PM, Monday through Friday.
- Delivery driver must wear the required personal protective equipment and make all the connections and disconnections from the truck to the line leading to the storage tanks.
- Driver shall not offload chemical until directed by plant personnel.
- Tanks for transporting liquid chemicals shall comply with all conditions as required under the Transport Act of 1992 and shall not contain any substances that might affect the quality of the chemical in treating water supplies.
- Delivery shall be by a DOT-approved delivery truck for the specified material; any other mode for delivery is unacceptable.
  - It is the Contractor's responsibility to unload the product into the tank(s) provided.
  - Contractor is responsible for providing all fittings, hoses, and any other equipment to accomplish the unloading of the product.
- Vendor tanker trucks must be of a suitable condition for the hauling of this material and shall not contain any substances that might impair the usefulness of the material in treating water or have a harmful impact on human consumption.
- Delivery includes vendor offloading of any cylinders or drums to the specified chemical storage location.
- Subcontracted delivery shall be held to the same standards and expectations as the primary contractor. All primary contractors will be directly responsible, fiscally and ethically, for any subcontractor used, including trucking contractors.
  - The Aberdeen Water Treatment Plant reserves the right to collect any damages caused by a subcontractor directly through the awarded vendor.
  - It shall be the awarded vendor that will have to recoup any losses directly through their subcontracted party.

## **DEPOSITS**

- The Aberdeen Water Treatment Plant shall not be charged a cylinder deposit on any size gas cylinders.
- The Aberdeen Water Treatment Plant shall not be charged a drum deposit on any size drum.
- The Aberdeen Water Treatment Plant shall not be charged any tote deposit on any size tote.

## **REFERENCES**

New suppliers will be required to provide 3 (three) Drinking Water References.

## **ADDITIONAL REQUIREMENTS**

- Aberdeen Water Treatment Plant is not responsible to arrange the return of totes, drums, and or cylinders.
- Each chemical may specify additional requirements.
- Due to Repeated, communication and supply issues bids received from Chemrite, and Univar will not be considered.

## CHEMICAL SPECIFICATIONS

### AMMONIA:

#### Ammonium Sulfate Dry Granular

- Ammonium Sulfate shall be furnished as a dry granular material. The ammonium sulfate shall conform to the current version of AWWA Standard B302.
- The material shall be 99%+ Ammonium Sulfate.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- A sample will be required to verify product grain size before awarding the bid.
- The City of Aberdeen will reject product that is a fine grain, powdery, dense, caked, or compacted.
- The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).

<b>Delivery Method:</b>	50-pound bags on pallets (40 bags to a pallet)
<b>Unloading Method:</b>	Pallet jack
<b>Storage Capacity:</b>	3 to 5 pallets (6,000 to 10,000 pounds)
<b>Typical Delivery:</b>	3 pallets (6,000 pounds)
<b>Delivery Frequency:</b>	As needed
<b>Annual Usage:</b>	50,000 pounds

### CARBON DIOXIDE (CO2):

- Suppliers wishing to bid on Carbon Dioxide must also submit a separate bid for on-site product technical support. **Submissions without an on-site product support bid will be rejected.**
  - "On-site product technical support" means a qualified representative of the supplier travels to the Aberdeen Water Treatment Plant, inspects the city-owned tank and equipment, advises on problems, and answers questions, and makes any necessary repairs at pre-approved rates.
  - On-site product technical support must be bid as a SEPARATE unit price.
  - Questions as to the specifics of the Technical Support should be directed to the Aberdeen Water Treatment Plant at 605-626-7074 prior to bidding submittal.
- **The Carbon Dioxide and Technical Support will be awarded for the most complete service. Preference is given to a supplier that can provide the most services in one package.**
- Carbon Dioxide shall be furnished as a purified gas that has been compressed and refrigerated into liquid form. The liquid CO2 shall conform to the current version of AWWA Standard B510.
- The nominal concentration shall be 99.0%.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.

- CARBON DIOXIDE (CO2) Continued:

- The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).

<b>Delivery Method:</b>	Bulk
<b>Unloading Method:</b>	Transferred under pressure by the supplier
<b>Storage Capacity:</b>	30 Tons (60,000 pounds)
<b>Typical Delivery:</b>	20 Tons (40,000 pounds)
<b>Delivery Frequency:</b>	As needed
<b>Annual Usage:</b>	700,000 pounds

**CARBON (PAC):**

- Powdered Activated Carbon, PAC, shall be supplied in bulk, dry form. The Powdered Activated Carbon shall conform to the current version of AWWA Standard B600.
- **\*\*Carbon supplied by previously banned providers will still not be considered. \*\***
- Please note that this year there will be only **one** (1) PAC bid. PAC will specifically be used to treat seasonal taste and odor issues, the quantity needed will depend on seasonal demand changes.
- Preference will be given to products that have similar physical characteristics and performance to Norit Pac 20BF.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients). The material shall be delivered in 30,000 to 40,000-pound loads.
- Cost incurred due to foreign material causing excessive wear on equipment and operator time to correct will be charged back to the supplier.
- The bid award will be based on the best combination of cost and MIB/Geosime removal effectiveness. The City reserves the right to require independent MIB/Geosime removal effectiveness testing at the Bidder's cost prior to accepting the bid if there has not been a test on the product conducted by or for the city before. To confirm prior testing or arrange for the bidder to complete testing, contact the Water Treatment Superintendent at 605-626-7074 for details.
- Non-Acid Washed Lignite Coal will be considered if the PAC is suited for hard water to avoid scale buildup. Any PAC product shall be suitable to avoid scaling of the Water Treatment Plant equipment and pipes. Contact the Water Treatment Plant to confirm water conditions and Lime softening procedures used.
- PAC with Iodine numbers greater than 800 mg/g have historically been the best performing



CARBON (PAC) Continued:

PAC

Minimum Iodine number shall be 550 mg/g.  
ACID WASHED LIGNITE COAL with a pH less than 8.3  
BITUMINOUS COAL with a pH less than 9.5  
Blended coal and wood with a less than 50% coal component

**Delivery Method:** Bulk  
**Unloading Method:** Storage tank is above ground level  
**Storage Capacity:** 40,000 pounds  
**Typical Delivery:** 40,000 pounds  
**Delivery Frequency:** As needed  
**Annual Usage:** 300,000 pounds

CHLORINE (Liquid Chlorine):

With the installation of onsite hypochlorite generation, we will no longer require the ton tanks of Chlorine.

SODA ASH:

- Soda ash dense shall be furnished in Bulk to be pneumatically off-loaded. The Soda Ash shall conform to the current version of AWWA Standard B201.
- All deliveries must be able to be made within **72 hours** of order placement, the City reserves the right to cancel any order not delivered within the 72 window and order from whichever vendor can provide the product immediately. Due to limited storage space, trucks arriving early may be forced to wait until space is available.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).
- Each load must include a washout ticket if the tank is ever used for a product other than soda ash.
- Deliveries will be primarily at the Water Treatment Plant, approximately 10 loads will be delivered to the Water Reclamation facility at:

700 SE 135th Street  
Aberdeen, SD 57401

**Delivery Method:** Bulk  
**Unloading Method:** Pneumatically off-loaded  
**Storage Capacity:** 100,000 pounds  
**Typical Delivery:** 40,000 to 60,000 pounds (load size confirmation needed to avoid overfilling).  
**Delivery Frequency:** As Needed  
**Annual Usage:** 2,200,000 pounds

## **FLUORIDE:**

- Fluoride shall be furnished as liquid Hydrofluosilicic acid 23%
- The fluoride shall conform to the current version of AWWA Standard B703.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- The liquid fluoride shall be 23 – 25% concentration, shall be clean and free of visibly suspended matter, and shall be water white to straw yellow in color. It shall contain < 200ppm heavy metals.
- The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).
- Aberdeen Water Treatment Plant is not responsible to arrange the return of totes, drums, and or cylinders. Any empty totes over 3 will be set outside and condition will not be guaranteed.
- The Aberdeen Water Treatment Plant shall not be charged any deposit on any size container.

<b>Delivery Method:</b>	Totes (250 or 330 gallons)
<b>Unloading Method:</b>	Pallet jack
<b>Storage Capacity:</b>	3 Totes (750 to 990 gallons)
<b>Typical Delivery:</b>	1 Tote (250 to 330 gallons)
<b>Delivery Frequency:</b>	As needed
<b>Annual Usage:</b>	5400 gallons

## **LIME:**

- Lime, CaO, shall be quicklime furnished in pebble form. The nominal pebble size shall be 1/2". Lime shall conform to the current version of AWWA Standard B202.
- New suppliers will provide a sample, a list of current drinking water treatment users, quality control data for the past 2 (two) years, and lab analysis for 2 (two) loads in each of the last 6 (six) months.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- The bid price, per ton, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).
- See the Additional page for further specifications and payment penalty information.

<b>Delivery Method:</b>	Bulk
<b>Unloading Method:</b>	Pneumatically off-loaded
<b>Storage Capacity:</b>	500,000 pounds
<b>Typical Delivery:</b>	40,000 to 60,000 pounds
<b>Delivery Frequency:</b>	As needed – 1 to 3 loads per week
<b>Annual Usage:</b>	4,000,000 pounds

## LIME (Continued):

- Physical requirements of the product must comply with Section 4.1 of the standard  
**CaO ≥ 90%**  
**Total Temp. Rise in Min.**  
**% Insoluble Material <5%**  
**3 Min. Temp. Rise ≥ 40°C**  
**Temp. Rise Completed in ≤10 Min.**
- Samples will be tested for verification of chemical and physical requirements.
- Every load may be inspected for the appearance of oversized material prior to unloading.
- Drivers will collect an 8 (eight) pound sample from the material being loaded into each truck in accordance with section 5.1.2.3 of the standard.
- The sample will be transported in an airtight, moisture-proof container (such as a 1 (one) gallon paint can) for verification testing at the Aberdeen Water Treatment Plant.
- Suppliers whose samples test less than 90% calcium oxide on 40% of the samples, as tested in our lab, may be rejected after 6 (six) months if awarded the bid.
- A penalty payment scale based on available calcium oxide content will be applied as follows:**  
A penalty of 3% will be deducted from the bid price for every 1%, or fraction thereof, of deficiency of available calcium oxide from 90% to and including 80% for each load tested. If 3 (three) consecutive random load samples yield available calcium oxide of less than 90%, an average of the available calcium oxide of the substandard loads will serve as the basis of payment penalty for every load until the next random sample demonstrates improvement.

**The entire load will be rejected if upon inspection at the time of delivery coarse material is found in excess of 1.25 inches in diameter.**

## Water Treatment POLYMERS AND TECHNICAL SUPPORT:

- Suppliers wishing to bid on a polymer product must also submit a separate bid for 12 (twelve) monthly on-site product technical support visits. **Submissions without an on-site product support bid will be rejected.**
  - “On-site product technical support” means a qualified representative of the supplier travels to the Aberdeen Water Treatment Plant, assists City staff to maintain and improve finished water quality, achieve performance expectations, advises on process problems, and answers questions.
  - On-site product technical support must be bid as a SEPARATE unit price.
  - Questions as to the specifics of the technical support should be directed to the Aberdeen Water Treatment Plant at 605-626-7074 prior to bid submittal.
- The Polymer bid as related to the Aberdeen Water Treatment Plant shall consist of products used for filter aid, as well as products for the operation of our *ACTIFLO*® system.
  - Performance expectations for each process area are:
    - ACTIFLO*® – to maintain turbidity of < 5.0 NTU
    - Filter Aid – to maintain turbidity of < 0.15 NTU

## **Water Treatment POLYMERS AND TECHNICAL SUPPORT (Continued):**

- Bids for each type of polymer must specify pricing for specified delivery forms. Shipment amounts are specified for each application.
- When a single product is bid for multiple applications, the bidder will offer a single price for the product but must list the price for each application on the bid form. Please observe bid bond calculation instructions in paragraph IB-2 bid Security.
- **The Polymer and Technical support will be awarded to the most complete service. Preference is given to a supplier that can provide the most services in one package.**
- Vendors wishing to participate in 2023 bids but have not completed a polymer trial may provide samples of their products sufficient for 2 (two) week trial periods prior to 2023 chemical bid opening.
- Suppliers will bear the cost of performing these plant trials, including shipping costs, product costs, and testing expenses, and will remove the unused portions of their trial products.
- Any vendor not completing a trial for 2023 but would like to be considered in the future should complete polymer trials before October 2023.
- The Aberdeen Water Treatment Plant must be notified of any modification in the chemical formulation of the polymer by the manufacturer. In such an event, if City staff deem it necessary, the supplier will conduct testing of the re-formulated polymer. The results of the testing will provide evidence of equal or greater effectiveness of the re-formulated polymer with no adverse impact on the Water Treatment Plant's ability to maintain compliance with all applicable regulations.

### **FILTER AID POLYMER:**

- Filter aid polymer shall be a PACL (Polyaluminum Hydroxychloride) with approved flocculating agents.
- Trial performance must be similar to Aqua-Pure AF61250. The Filter aid polymer shall conform to the current version of AWWA Standard B408.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- Bidders shall specify the maximum allowable dosage rate to meet this requirement.
- The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).

<b>Delivery Method:</b>	250 Gallon Totes
<b>Unloaded Method:</b>	Pallet jack
<b>Storage Capacity:</b>	2 Totes (500 gallons)
<b>Typical Delivery:</b>	1 Tote (250 gallons)
<b>Delivery Frequency:</b>	Varies depending on water quality.
<b>Annual Usage:</b>	1 Tote (250 gallons)

## **ACTIFLO® POLYMERS:**

**PACL** - (Polyaluminum Hydroxychloride) w/approved flocculating agents.

- Trial performance must be similar to Aqua-Pure AF 65300 or Aqua-Pure AF 25150. The PACL shall conform to the current version of AWWA Standard B408.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- Bidders shall specify the maximum allowable dosage rate to meet this requirement.
- The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).

<b>Delivery Method:</b>	Bulk or 250 Gallon Totes
<b>Unloading Method:</b>	Pumping head (20 feet or less)
<b>Storage Capacity:</b>	3 Totes (750 Gallons) or 4000 Gallons bulk
<b>Typical Delivery:</b>	6 Totes (1,500 Gallons) or 2000 to 3500 gallons bulk
<b>Delivery Frequency:</b>	Varies depending on water quality
<b>Annual Usage:</b>	7,000 Gallons

**PAM** - (Polyacrylamide: cationic emulsion).

- Trial performance must be similar to Aqua-Pure AF4310EHW or better. The ACTIFLO® polymer shall conform to the current version of AWWA Standard B453.
- Polymers manufactured by SNF have proven to have 30 gallons of waste product per tote as well as causing additional pump problems. This will be a consideration in deciding the most cost effective bid product.  
\*\*Example: A 250 gallon tote bid at \$2.00/gallon (total cost \$500.00) will be evaluated at 220 gallons, giving a cost per gallon of \$2.27 for the usable product. Pounds will be used in the actual calculations once the specific gravity of product is known.)
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- Bidders shall specify the maximum allowable dosage rate to meet this requirement.
- The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).

<b>Delivery Method:</b>	250 Gallon Totes
<b>Unloading Method:</b>	Pallet jack
<b>Storage Capacity:</b>	2 Totes (500 gallons)
<b>Typical Delivery:</b>	1 Tote (250 gallons)
<b>Delivery Frequency:</b>	Varies depending on water quality
<b>Annual Usage:</b>	1,500 Gallons

## **POLYPHOSPHATE:**

- Sodium Tripolyphosphate shall be a free-flowing, granular material that feeds continually similar to Innophos Sodium Tripolyphosphate. The material shall conform to the current version of AWWA Standard B503.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- Bidders will include a certified analysis with the percent composition of each item. **SDS sheets are not adequate for this requirement.**
- Shipments of 4 (four) pallets or less will only be accepted; bid preference will be given to vendors who can deliver smaller quantities.
- **Only free-flowing, granular material that feeds continually will be accepted.** The City will reject product that is too fine, powdery, dense, caked, or compacted.
- The bid price, per pound, shall be based on the net weight of materials delivered (as opposed to the weight of active ingredients).
- An alternative to Sodium Tripolyphosphate will be evaluated on a trial basis at the Water Treatment Superintendents' discretion.

<b>Delivery Method:</b>	50 (fifty) pound multi-wall paper bags with vapor barrier
<b>Unloading Method:</b>	Pallet jack
<b>Storage Capacity:</b>	12,000 pounds
<b>Typical Delivery:</b>	8,000 pounds
<b>Delivery Frequency:</b>	As needed
<b>Annual Usage:</b>	20,000 pounds

## **POTASSIUM PERMANGANATE (KMnO4):**

- Potassium Permanganate (KMnO4) shall be furnished as a free-flowing permanganate comparable to CAIROX. The material shall conform to the current version of AWWA Standard B603.
- This material shall be certified as suitable for contact with, or treatment of, drinking water by an accredited certification organization in accordance with ANSI/NSF STANDARD 60, DRINKING WATER TREATMENT CHEMICALS - HEALTH EFFECTS.
- Products other than Cairox Potassium Permanganate will be tested 1 (one) drum at a time until performance and equipment compatibility can be verified. Drums must be compatible with Merrick Omega Model 82-50 Drum Inverter. Note that previous barrel size requirements have changed. Barrels previously refused due to slight size difference will now be accepted
- Continuance of the contract is conditional upon performance being equal to or better than the product currently in use.
- The bid price, per pound, shall be based on the net weight of material delivered (as opposed to the weight of active ingredients).

**POTASSIUM PERMANGANATE (KMnO4) Continued:**

- Product that is clumped and not free flowing will be refused. Unopened barrels will be returned at the bidder's expense.

•  
**Delivery Method:** 150 KG drums (330.75 pounds)  
**Unloading Method:** Pallet jack  
**Storage Capacity:** 8 Drums (2,646 pounds)  
**Typical Delivery:** 4 Drums on pallet (1,323 pounds)  
**Delivery Frequency:** As Needed  
**Annual Usage:** 20,000 pounds

**SALT FOR ONSITE HYPOCHLORITE GENERATION:**

- Bulk salt for Disinfection.
- Salt shall be of quality and purity to be acceptable for use in the Onsite Generation of Hypochlorite through a Clortec CT-300 OSHG Generation System. Salt shall be ANSI/NSF Standard 60 certified and shall meet the purity and physical size specifications shown in the following tables. A certificate of analysis (COA) or product data sheet shall be provided with the bid for an evaluation
- Sodium Chloride (%) 99.84 >99.8
- Particle size: Crystals sized to avoid a tendency to bridge in softener brine tanks.
- Annual usage is estimated as it is a new system
- Transportation and delivery of the salt shall be done in accordance with the Sanitary Transportation practices required by Title 21 U.S. Code, section 350e. Salt delivered to the WTP in a manner violating 21 USC §350 will be removed from the salt storage/brine tank at the carrier's expense.
- **Chemical Analysis**

<b>Component</b>	<b>Unit</b>	<b>Target Value</b>	<b>Specification (Minimum)</b>
Sodium Chloride (dry)	%	99.90	99.7
<b>Impurity</b>	<b>Unit</b>	<b>Target Value</b>	<b>Specification (Maximum)</b>
Calcium Sulfate	%	0.04	< 0.15
Calcium Chloride	%	Trace	< 0.01
Magnesium Chloride	%	0.01	< 0.02
Water Insolubles	%	0.05	< 0.8
Moisture	%	Trace	< 0.1
Calcium	ppm		120
Magnesium	ppm		25
Copper	ppm	Trace	< 0.2
Iron (as Fe)	%	Trace	< 0.2

**SALT FOR ONSITE HYPOCHLORITE GENERATION Continued:**

• **Physical Analysis**

USS Mesh	Percent Retained on Sieve Screens	
	Target Values	Allowable Range
1/4-inch	0	0 to 20
4	0	0 to 20
6	10	Trace to 20
8	20	3 to 50
12	35	15 to 50
16	25	10 to 40
20	5	1 to 25
30	3	1 to 10
Pan	2	Trace to 10

**Delivery Method:** Bulk  
**Unloading Method:** Pneumatically off-loaded  
**Storage Capacity:** 40,000 pounds  
**Typical Delivery:** 40,000 pounds (load size confirmation needed to avoid over filling).  
**Delivery Frequency:** As Needed  
**Annual Usage:** 250,000 pounds estimated. This is a new system so unsure on demand.



**MATERIAL and/or SERVICE CONTRACT**  
**MUNICIPAL PROJECT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of Aberdeen, a municipal corporation of the State of South Dakota, hereinafter referred to as City, and \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as \_\_\_\_\_.

For the consideration set forth herein, the parties agree as follows:

1. \_\_\_\_\_ being the lowest and best bidder, shall provide to the City the following: \_\_\_\_\_  
  
materials and services described above shall be provided in accordance with the bid made by \_\_\_\_\_, pursuant to the Notice to Bidders and specifications on file in the Finance Office of the City and by reference made a part hereof as if set forth herein in full.
2. City shall pay \_\_\_\_\_ the price and amount set forth in \_\_\_\_\_'s bid upon delivery to and acceptance by the City of \_\_\_\_\_ herein described and on filing by \_\_\_\_\_
3. This agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation or other cause beyond the control of either party.
4. This agreement shall be binding on the assigns and successors of the parties.

In witness whereof, the parties have executed this agreement at Aberdeen, South Dakota, the day and year first above written.

ATTEST:

CITY OF ABERDEEN, a municipal corporation

\_\_\_\_\_  
Finance Officer

By \_\_\_\_\_

City Manager – Joe Gaa

\* \* \* \* \*

\_\_\_\_\_  
Company Name

(CORPORATE SEAL)

By \_\_\_\_\_

Title \_\_\_\_\_

(This document must be signed with the full name of the Contractor. If the Contractor is a partnership, it must be signed in the partnership name by one partner. If this document is signed by a Contractor that is a Corporation, it must be signed in the Corporate name by a duly authorized Officer and the Corporate Seal affixed and attested by the Secretary of the Corporation.)

\* \* \* \* \*

The contract and bond are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for City



**ACKNOWLEDGMENT OF CORPORATION**

STATE OF \_\_\_\_\_)s  
\_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)s

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_,  
who acknowledged himself to be the \_\_\_\_\_ of  
\_\_\_\_\_, a corporation, and that he, as such,  
\_\_\_\_\_ being authorized to so do, executed the foregoing  
instrument for the purposes therein contained, by signing the name of the corporation  
by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT OF PUBLIC OFFICERS**

STATE OF SOUTH DAKOTA  
COUNTY OF BROWN

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned  
officer, personally appeared Joe Gaa, City Manager of the City of Aberdeen, a  
municipal corporation of the State of South Dakota, and Karl Alberts, Finance Officer of  
the City of Aberdeen, known to me or satisfactorily proven to be the persons described  
in the foregoing instrument, and acknowledged that they executed the same in the  
capacity therein stated and for the purposes therein contained.

In witness whereof I have hereunto set my hand and Official Seal.

\_\_\_\_\_  
Notary Public,  
Brown County, State of South Dakota  
My Commission Expires: \_\_\_\_\_

**CONTRACTOR PERFORMANCE BOND**

1. KNOW ALL MEN that we, \_\_\_\_\_, as **Principal**, and \_\_\_\_\_, as **Surety**, are held and firmly bound unto the **City of Aberdeen** and unto the State of South Dakota and unto all person, firms, and corporations who or which may furnish materials for or perform labor on a Project known as **providing**

and to their successors and assigns, in a penal sum of **dollars (\$ \_\_\_\_\_ )** as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents. Said Project is described in a certain Construction contract (hereinafter called the Construction Contract) between the City of Aberdeen and the Principal.

2. The condition of the above obligation is such that, WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the Principal entered into a contract with the City of Aberdeen, South Dakota, for and in connection with **providing**

NOW, THEREFORE, If the Principal and all sub-contractors shall fully perform all terms, conditions and provisions of the contract and shall pay all bills or claims on account of labor and materials, including supplies used for machinery and motor power equipment, performed, furnished, and used in and about the performance of said contract, including all demands of subcontractors, and has made, or will make, prior to the commencement of any work by himself, or itself, or any subcontractor under such contract, full and true report to the Workmen's Compensation Bureau of the payroll expenditures for the employees of such work, and if he or it will pay or cause to be paid all sales and use taxes payable as a result of such contract and shall pay all gasoline and special motor fuels taxes for the motor fuel used in the performance of such contract, and shall pay all motor vehicle fees required for commercial vehicles used in connection with the performance of such contract, then this obligation shall be void, otherwise to remain in full force and effect.

3. It is expressly agreed that this bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Construction Contract so as to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended, provided only that the total amount of all increases in the cost of the construction shall no exceed twenty per cent (20%) of the amount of the maximum price set forth in the Construction Contract. The term "amendment" whenever used in this bond, and whether referring to this bond or the Construction Contract, shall include any alteration, addition, extension, modification, amendment, rescission, waiver, release or annulment of any character whatsoever.

4. It is expressly agreed that any amendment which may be made by agreement or otherwise between the principal and the City of Aberdeen in the terms, provisions, covenants and conditions of the Construction Contract, shall not in any way release the Principal and the Surety, or either of them, or their respective executors, administrators, successors or assigns, from the liability hereunder. The Surety hereby acknowledges receipt of notice of any amendment, indulgence or forbearance, made, granted or permitted.

5. This bond is made for the benefit of all persons, firms and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed under the Construction Contract and any amendments thereto and they, and each of them, are hereby made obligees hereunder with the same force and effect as if their names were written herein as such, and they and each of them may sue hereon.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

**PRINCIPAL**

Countersigned:

\_\_\_\_\_  
**Please print or type name of:  
South Dakota Resident Agent**

\_\_\_\_\_

\_\_\_\_\_  
**Signature of:  
South Dakota Resident Agent**

By: \_\_\_\_\_

Its: Attorney in Fact

**SURETY**

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF \_\_\_\_\_)s  
  )  
COUNTY OF \_\_\_\_\_)s

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me,  
\_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_, know to me or satisfactorily proven to the person  
whose name \_\_\_\_\_ subscribed to the within instrument and  
acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT OF PARTNERSHIP

STATE OF \_\_\_\_\_)s  
  )  
COUNTY OF \_\_\_\_\_)s

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me,  
\_\_\_\_\_, the undersigned officer, personally appeared  
\_\_\_\_\_, who acknowledged himself to be one of the partners of  
\_\_\_\_\_, a partnership, and that he, as such partner, being  
authorized so to do, executed the foregoing instrument for the purposes therein  
contained, by signing the name of partnership by himself as a partner.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT OF CORPORATION

STATE OF \_\_\_\_\_)s  
  )  
COUNTY OF \_\_\_\_\_)s

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_,  
who acknowledged himself to be the \_\_\_\_\_ of  
\_\_\_\_\_, a corporation, and executed the  
foregoing instrument for the purposes therein contained, by signing the name of the  
corporation by himself as \_\_\_\_\_.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT OF ATTORNEY IN FACT

STATE OF \_\_\_\_\_)s  
  )  
COUNTY OF \_\_\_\_\_)s

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_ before me, \_\_\_\_\_,  
the undersigned officer, personally appeared \_\_\_\_\_,  
known to me or satisfactorily proven to be the person whose name is subscribed as  
attorney in fact for \_\_\_\_\_ and  
acknowledged that he executed the same as the act of his principal for the purposes  
therein contained.

In witness whereof I have hereunto set my hand and Official Seal.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*The Contractor's Bond must be signed with the full name of the Contractor. If the Contractor is a partnership, the Contractor's Bond must be signed in the partnership name by each partner. If the Contractor's Bond is signed by a Contractor that is a Corporation, it must be signed in the Corporate name by a duly authorized Officer and the Corporate Seal affixed and attested by the Secretary of the Corporation. A typewritten copy of all such names and signatures shall be appended.)*

*(The Contractor's Bond must be accompanied by a power of attorney authorizing execution on behalf of the Surety and in jurisdiction so requiring should be countersigned by a duly authorized resident agent of the Surety.)*