6 CLASSROOM ADDITION TIOSPA ZINA SCHOOL AGENCY VILLAGE, SD PROJECT NO. 2024-0032

HKG ARCHITECTS, INC.

ADDENDUM DATE: December 9, 2024

Original Plans and Specifications Dated: November 22, 2024 BID DATE: Thursday, December 12, 2024, 1:00 P.M. C.T.

#### **SCOPE OF THIS ADDENDUM:**

The following becomes a part of the original Drawings and Project Manual, taking precedence over the items that may conflict.

The bidder shall note receipt and make acknowledgement of the addendum on his bid form, incorporating its provision in his bid.

Addendum issued to all Prime Contract Bidders and to all others to whom Drawings and Project Manuals have been issued by the Architect.

## **ADDENDUM-2**

#### **DRAWINGS**

#### <u>ITEM NO. 1 - SHEET A5: ELEVATIONS</u>

a. White boards to be 6'-0" wide  $\overline{x}$  4'-0" tall.

#### ITEM NO. 2 - SHEET A8: SCHEDULES & DETAILS

- a. Room Schedule Hall 3, Vest 3, Class 5&6 to be 51807 Shadow Blue in lieu of 52500 Carnival White.
- b. All Base Finish to be 6" Cove Base Johnsonite CB71.

#### **SPECIFICATIONS**

#### ITEM NO. 3 – PROPOSAL:

a. GENERAL NOTES: 4% TERO Tax in lieu of 3%.

#### ITEM NO. 4 – BIDDING INFORMATION & REQUIREMENTS:

a. TERO & SWO TAX OFFICE (5 PAGES): Delete and Replace with Attached UPDATED TERO & SWO TAX OFFICE (5 PAGES / "TERO FEE 4%"):

#### ITEM NO. 5 - SECTION 01 50 00 - GENERAL REQUIREMENTS:

a. The contractor can begin construction as soon as feasible. We are anticipating April 15th due to weather. If the contractor wants to begin earlier all costs for winter construction need to be included in the bid.

#### ITEM NO. 6 - SECTION 03 30 00 - CAST-IN-PLACE CONCRETE:

a. 2.10 COLORED CONCRETE & 2.11 STAMPED CONCRETE: Delete (not used).

## <u>ITEM NO. 7 - SECTION 07 52 19 – EPDM MEMBRANE ROOFING:</u>

a. 2.2 EPDM ROOFING MEMBRANE: Does not need to be reinforced membrane.

## <u>ITEM NO. 8 - SECTION 10 10 00 - VISUAL DISPLAY BOARDS:</u>

a. Add Section in its entirety (2 pages).

#### **ITEM NO. 9 – APPROVED EQUALS:**

- a. Section 07 24 13: StoTherm ci Essence
- b. Section 08 41 13: OBE MS375
- c. Section 08 51 13: OBE Signature Series 5" Lap

SEE ATTACHED CIVIL ADD 2 (3 PAGES) SEE ATTACHED WPE ADD 2 (2 PAGES)

END OF ADDENDUM-2



# GENERAL REQUIREMENTS FOR Tribal Employment Rights Office & SWO TAX Office

Sisseton-Wahpeton Oyate Indian Preference Law Known as TERO Chapter 59

R

Business License Ordinance Chapter 53 and Tax Ordinance Chapter 67

## **GENERAL**

In accordance with Chapter 59, Tribal Employment Rights Law, and Chapter 53, Business License Ordinance, there are certain requirements which SWO TERO and SWO Tax offices may impose regarding license fees, Use tax, Excise tax, TERO fee, wage rates, Indian contracting/subcontracting, Indian employment and Indian training. Strict compliance is expected and will be enforced pursuant to the procedures set forth in these laws. Before completing a bid on a construction project on Tribal lands, you should contact the Tribal Tax Office in regards to any taxes that may apply.

#### A. BUSINESS LICENSE FEE

1. Any Employer who wishes to engage in or transact business for the Sisseton-Wahpeton Oyate or its enterprises shall submit a completed application to the Tribal Tax Office for review and approval. Fees are \$50.00 per year for tribal members and \$100.00 for non-members. This fee is not pro-rated. No work shall begin until a business license has been issued by the Tax Revenue Office.

#### B. EXCISE TAX 2%

1. 67-02-02 Contractor's Excise Tax: There is imposed a Contractor's Excise Tax upon the gross receipts of all prime contractors and subcontractors engaged in realty improvement contacts within the jurisdiction of the Tribe, at the rate of two percent (2%).

## C. USE TAX 5.5%

1. 67-03-02 For the privilege of using, storing, distributing or consuming within the jurisdiction of the Tribe tangible personal property, consisting of goods, wares, merchandise, propane, building materials and equipment purchased for use, storage, distribution or consumption within the jurisdiction, a use tax is imposed of 5.5% on the purchase price of the tangible personal property.

#### D. TERO FEE 4%

Pursuant to Title 7 of the TERO Law, the prime contractor shall pay a fee of <u>four</u> percent (4%) of the total amount of the contract.

#### E. WAGE RATES

1. The Sisseton-Wahpeton Oyate has adopted a wage rate consistent with prevailing rates in this area for all construction occurring on our reservation. A copy of these rates are a part of these specifications.

#### F. INDIAN PREFERENCE IN CONTRACTING AND SUBCONTRACTING

1. Preference in awarding all contracts and subcontracts for supplies, services, labor and materials, will be given to qualified entities certified by the TERO Commission as 51% or more Indian owned and controlled. A compliance plan must be submitted and approved by the TERO Office before any work can begin. The TERO Commission has established 70% as the minimum number of Indians each employer must employ aside from core crew employees.

#### G. INDIAN PREFERENCE IN EMPLOYMENT

1. All employers, for all employment occurring within our reservation or by its entities, are required to give preference to qualified Indians in all hiring, promotion, training and all other aspects of employment As established by Tribal Law, first preference shall be given to enrolled members of the Tribe, second to Indians who are married to enrolled members of the Tribe, and third, to local Indians. If Federal law supersedes these requirements, preference shall be given to any local Indian.

#### H. INDIAN TRAINING

1. Special emphasis shall be placed on recruiting and training Tribal members for every employment position. Employers may be required by the Commission to participate in training programs to assist Indians to become qualified in various job classifications.

#### I. TRIBAL JURISDICTION

1. All disputes arising out of the performance of the Work shall be submitted to binding arbitration pursuant to the rules and regulations of the American Arbitration Association. Enforcement of the arbitrator's award shall be had in the Sisseton-Wahpeton Oyate Tribal Court, which shall have exclusive jurisdiction. Any other dispute arising out of or related to this contract shall be heard in the Sisseton-Wahpeton Oyate Tribal Court, and said court shall have exclusive and original jurisdiction over all such claims. Further, Contractor consents to, and shall obtain the consent of its employees-, to the civil and criminal jurisdiction of the Tribe, however, the Tribe agrees that all non-Tribal members who consent to such criminal jurisdiction of the Tribe, shall be afforded the protection of full Bill of Rights contained in the United States Constitution, except that the Tribe shall not be required to provide legal counsel for indigent persons.

## J. APPLICABLE LAWS

1. This Agreement and all rights and obligation hereunder, including matters of construction, validity and performance, shall be governed first by substantive Tribal Laws and Ordinances where applicable, and where Tribal Law is inapplicable, this Agreement shall be governed secondly by Federal laws to the extent applicable.

## SISSETON-WAHPETON OYATE, CHAPTER 59. TRIBAL EMPLOYMENT RIGHTS LAW

The contractor/employer must agree to comply with all rules and regulations as set forth in Chapter 59 of the Tribal Employment Rights Law. This agreement will be affirmed in writing and will be signed and dated by the appropriate company officer.

## **TERO COMPLIANCE PLAN**

The contractor/employer must submit an acceptable written compliance agreement to the TERO Office a minimum of five (5) days prior to commencing any work activities on the reservation. The compliance agreement will contain the name, address and telephone number of the contractor/employer, the name of the project, contract number, dollar amount, starting/completion dates and the name of the funding agency.

## APPOINTMENT OF A COMPANY LIASION OFFICER/Project Mgr.

The contractor/employer must designate a responsible company official to monitor all employment, training, and contracting-related activities and ensure compliance with the TERO law.

## **INDIAN PREFERENCE IN HIRING**

The contractor/employer must give preference to qualified Indian applicants (Indians who can perform the required work) for all new positions, job vacancies, and negotiated positions. The order of preference shall be as follows:

A. On all protects or contracts where federal/state dollars are being used, Indians who are residents of the reservation will be given first priority. Local Indians will receive second priority, and all other Indians will receive third priority. Federal contractors shall not, however, discriminate against Indians on the basis of religion, sex, or tribal affiliation.

## **PROMOTIONS AND SUMMER YOUTH**

The contractor/employee shall provide preferential consideration for all promotional and summer youth opportunities and shall actively encourage Indians to take advantage of such opportunities.

## LAYOFFS AND TERMINATIONS

No Indian employee who can perform the work required and who is in a other than core crew position shall be terminated through a layoff or reduction in force while a non-Indian employee in the same job is still employed.

## **MINIMUM GOALS AND TIMETABLES**

Contractor/Employers shall be required to hire and maintain a minimum of 70% Indian preference employees for each craft or skill. If a sufficient number of qualified Indians is available, the TERO Officer may set the preference requirement for all (100%) positions, less the employer's core crew. Core crew is defined as ..." A member of a contractor's or subcontractor's crew who is a regular, permanent employee and is in a supervisory or other key position such that the employer would face a serious financial loss if that position were filled by a person who had not previously worked for that contractor or subcontractor; provided, that the core crew shall not exceed (30%) of the total number of employees employed by the contractor or subcontractor on the contract work."

#### TERO HIRING HALL AND RECRUITMENT EFFORTS

The contractor/employer is required to contact the TERO Office for recruiting and placement services. The TERO Office shall be given a minimum of forty-eight (48) hours to furnish a qualified referral. The contractor/employer must provide the TERO Office with a written list of his/her projected workforce needs, job classifications, openings, hiring policies, experience, skills needed, and screening procedures to be used in the selection process.

## PERSONNEL PRACTICE AND JOB QUALIFICATIONS

Contractors/employers are prohibited from using job qualifications, criteria, or other personnel requirements that have a discriminatory effect on Indians and act as barriers to employment unless such criteria or requirements are required by business necessity. The contractor/employer shall be responsible for showing that such criteria or requirements are required by business necessity.

### **TRAINING**

The contractor/employer may be required to develop on-the-job training "opportunities and/or participate in tribal or local training programs, including upgrading programs and apprenticeship or other trainee programs relevant to the employer's needs.

## CONTRACTOR AND SUBCONTRACTOR PREFERENCE

Indian preference in contracting and subcontracting is required on all covered projects. An Indian business, contractor, or subcontractor must be certified by the TERO Office as a 51% owned, operated, and controlled Indian firm. All employers, including contractors and subcontractors, are required to submit an acceptable Indian preference subcontracting compliance plan to the TERO Office a minimum of five (5) days prior to commencing work activities on the project. The contractor/employer must maintain a record of all solicitations of offers for subcontract from Indian firms and/or steps taken to locate an acceptable Indian firm. NOTE: Compliance by subcontractors or suppliers is the ultimate responsibility of the prime contractor or employer.

59-03-07 Bidding Procedure for Covered Employers

Covered employers must seek competitive bidding on all contracts, subcontracts, purchase of goods, vendors, services, procurement, or grants in an amount of \$1,000.00 or more and provide Indian preference as required by this Ordinance. The covered employer shall publish a request for bids in the Sota Iya Ye Yapi and with the TERO Office. However, a certified, covered employer is not required to place an advertisement in the Sota Iya Ye Yapi if the certified, covered employer employs 10 or fewer employees and instead contacts the TERO office for a list of potential contractors and/or subcontractors.

## **UNION COMPLIANCE**

All employers, contractors, or subcontractors who have a collective bargaining agreement with any union must file a written agreement stating that the union will comply with the provisions, rules, regulations, and orders of the TERO law. Failure by an employer to file a union compliance agreement with the TERO Office will constitute non-compliance.

#### OBLIGATIONS OF COVERED EMPLOYER

REPORTS: The contractor/employer shall submit the following reports to the TERO Office on a weekly or monthly basis:

- A. New Hires
- B. Wage, Certified Payroll, and Hour Reports
- C. Promotions
- D. Terminations/Layoffs & Disciplinary Action Taken
- E. Any other information specified by the Director and reasonably necessary in monitoring the specific project.

#### **ON-SITE INSPECTIONS**

The TERO Director of his/her designee shall have the right to make on-site inspections and conduct compliance investigations at all sites where employment is taking place under the provisions of this compliance agreement. Except in unusual circumstances, inspections will take place during regular working hours.

## **EMPLOYMENT RIGHTS FEE**

Pursuant to Title 7 of the TERO Law, the prime contractor shall pay a fee of <u>four</u> percent (4%) of the total amount of the contract. The fee shall also apply to increases in the contract due to change

orders. Fees are payable at the time the compliance plan is negotiated and before work commences on the project. Fees for any change orders are due and shall be paid on the date the contractor is notified of the allowance for such an increase. In contracts where the TERO fee exceeds ten thousand dollars (\$10,000.), the contractor may be allowed to pay the fee in installments payable over the life of the contract. Please note that any fee paid in installments shall be subject to interest charges at the prime interest rate provided in the TERO law. Any contractor who fails to pay the fee imposed shall be subject to the remedial actions provided for in the TERO law.

## **WORK ENVIRONMENT AND NON-SEGREGATED FACILITIES**

The contractor/employer must ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and all facilities the employees are assigned to work. In construction, the contractor, where possible, will assign two or more females to construction projects. The contractor shall specifically ensure that all superintendents, foremen, and other onsite supervisory personnel are aware of and carry out the contractor's obligations under the TERO law. The contractor/employer must publicize and disseminate their Indian preference policy by providing notice of the policy to their employees, referral sources, subcontractors, suppliers, unions and training programs. Methods for dissemination should include: advertising in the news media, poster (placed at project sites), notices on company bulletin boards, newsletters, and notices on employment applications.

## **COMPLIANCE WITH ALL OTHER LAWS**

The contractor/employer acknowledges that he/she is aware of other Tribal regulations that may affect this contract, including, but not limited to, Tribal Use Tax and Business License requirements.

## **Contact Information**

TERO office, DelRay D. German, Director (605)698-8263 Email <u>DelRayG@swo-nsn.gov</u>
TERO Compliance Officer II, Dustin Kirk (605)698-8266 <u>TERO.Compliance2@swo-nsn.gov</u>
Tax & Business License office, Marc Beaudreau Director (605)698-8415 <u>marcbeaudreau@swo-nsn.gov</u>

Tax & Business Licensing contact, Linda Thompson (605)698-8416 <u>LindaT@swo-nsn.gov</u> Tax Compliance Officer, Mark Keoke (605)698-8417 <u>CompOfficer@swo-nsn.gov</u>

## **SECTION 10 10 00 - VISUAL DISPLAY BOARDS**

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Porcelain enamel magnetic markerboards.
  - 2. Natural-cork tackstrips

#### 1.3 SUBMITTALS

- A. Shop Drawings: For each type of visual display board required.
  - 1. Include dimensioned elevations. Show location of joints between individual panels where unit dimensions exceed maximum panel length.
  - 2. Show anchors, grounds, reinforcement, accessories, layout, and installation details.
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors and textures available for the following
  - 1. Markerboards: Actual sections of porcelain enamel finish for each type of markerboard required.

#### 1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain visual display boards through one source from a single manufacturer.
- B. Product Options: Drawings indicate size, profiles, and dimensional requirements of visual display boards and are based on the products indicated. Other manufacturers' products with equal performance characteristics may be considered.
  - 1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval and only to the extent needed to comply with performance requirements. Where modifications are proposed, submit comprehensive explanatory data to Architect for review.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Porcelain Enamel Magnetic Markerboards:
    - a. Claridge Products and Equipment, Inc.
    - b. Best-Rite Chalkboard Co.
    - c. Platinum Vision
    - d. Marsh Chalkboard Company.
  - 2. Tackstrips:
    - a. Claridge Products and Equipment, Inc.
    - b. Best-Rite Chalkboard Co.
    - c. Platinum Vision
    - d. Marsh Chalkboard Company.

#### 2.2 MATERIALS

- A. Porcelain Enamel Magnetic Markerboards: Balanced, high-pressure-laminated, porcelain enamel chalkboards of 3-ply construction consisting of face sheet, core material, and backing.
  - 1. Face Sheet: 0.024-inch enameling grade steel especially processed for temperatures used in coating porcelain on steel. Coat exposed face and edges with a 3-coat process consisting of primer, ground coat, and color cover coat. Coat concealed face with a 2-coat process consisting of primer and ground coat. Fuse cover and ground coats to steel at manufacturer's standard firing temperatures, but not less than 1200 deg F.
    - a. Cover Coat: Provide manufacturer's standard, light-colored, special writing surface with gloss finish intended for use with erasable dry markers.
  - 2. Core: 3/8-inch- thick, particleboard core material complying with requirements of ANSI A208.1, Grade 1-M-1.
  - 3. Backing Sheet: 0.018-inch-thick, galvanized steel sheet backing.
  - 4. Laminating Adhesive: Manufacturer's standard, moisture-resistant, thermoplastic-type adhesive.
- B. Natural-Cork Tackstrips: 74EZ aluminum rail 2" wide with 1 5/8" tan cork insert.

#### 2.3 ACCESSORIES

A. Metal Trim and Accessories: Fabricate frames and trim of not less than 0.062-inch- thick, extruded-aluminum alloy, size and shape as indicated, to suit type of installation. Provide straight, single-length units. Keep joints to a minimum. Miter corners to a neat, hairline closure.

#### 2024-0032 Tiospa Zina 6 Classrooms

1. Where size of visual display boards or other conditions require support in addition to normal trim, provide structural supports or modify trim as indicated or as selected by Architect from manufacturer's standard structural support accessories to suit conditions indicated.

#### 2.4 FABRICATION

- A. Assembly: Provide factory-assembled chalkboard and tackstrips units, unless field-assembled units are required.
  - 1. Make joints only where total length exceeds maximum manufactured length. Fabricate with minimum number of joints, balanced around center of board, as acceptable to Architect.

#### 2.5 FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying and designating finishes.
- B. Finish designations prefixed by AA conform to the system established by the Aluminum Association for designating aluminum finishes.
- C. Class II, Clear Anodic Finish: AA-M12C22A31 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class II, clear coating 0.010 mm or thicker) complying with AAMA 607.1.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine wall surfaces, with Installer present, for compliance with requirements and other conditions affecting installation of visual display boards.
  - 1. Surfaces to receive markerboards shall be free of dirt, scaling paint, and projections or depressions that would affect smooth, finished surfaces of chalkboards or markerboards.
  - 2. Surfaces to receive tackstrips shall be dry and free of substances that would impair the bond between tackboards and substrate.
  - 3. Do not proceed with installation until unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. Deliver factory-built visual display boards completely assembled in one piece without joints, where possible. If dimensions exceed panel size, provide 2 or more pieces of equal length as acceptable to Architect. When overall dimensions require delivery in separate units, prefit components at the factory, disassemble for delivery, and make final joints at the site. Use splines at joints to maintain surface alignment.
- B. Install units in locations and at mounting heights indicated and according to manufacturer's written instructions. Keep perimeter lines straight, plumb, and level. Provide grounds, clips, backing materials, adhesives, brackets, anchors, trim, and accessories necessary for complete installation.
- C. Coordinate Project-site-assembled units with grounds, trim, and accessories. Join parts with a neat, precision fit.

#### 3.3 ADJUSTING AND CLEANING

- A. Verify that accessories required for each unit have been properly installed and that operating units function properly.
- B. Clean units according to manufacturer's written instructions.

#### END OF SECTION 10 10 00



221 Brown County Hwy 19 P.O. Box 111 Aberdeen, SD 57402

Phone: (605) 225-1212 Fax: (605) 225-3189 Email: operations@hulmsengineering.com

December 9, 2024

Re: 6 Classroom Addition

Tiospa Zina School

Agency Village, South Dakota Helms Project # A-9868 **Bid Date: 12/12/2024** 

#### **ADDENDUM NUMBER 2**

The following modifications are made to the plans and specifications for the 6 Classroom Addition for the Tiospa Zina School

#### **CIVIL CONSTRUCTION SPECIFICATIONS AND CONTRACT DOCUMENTS**

- 1. SECTION 32 31 13 Chain Link Fencing and Gates; revise following paragraphs to read:
- 2.01 H. All Rails, braces and posts shall be powder coated 3 mils minimum thickness, black color.
- 2.02 C All fabric shall be vinyl/rubber coated, black in color.
- **2. PLAN SHEET C3:** *Add the following plan notes*

#### **Fencing**

Contractor shall match existing fencing bracing detail.

Contractor shall utilize Chain link with 11 gage core with 8 gage finish after rubber coating. Rails and Posts shall be powder coated to match.

Contractor shall Salvage Existing Fence for Owner.

Chain Link may be Fusion bonded OR Extruded.

**3. PLAN SHEET C11:** remove and replaced with Attached.

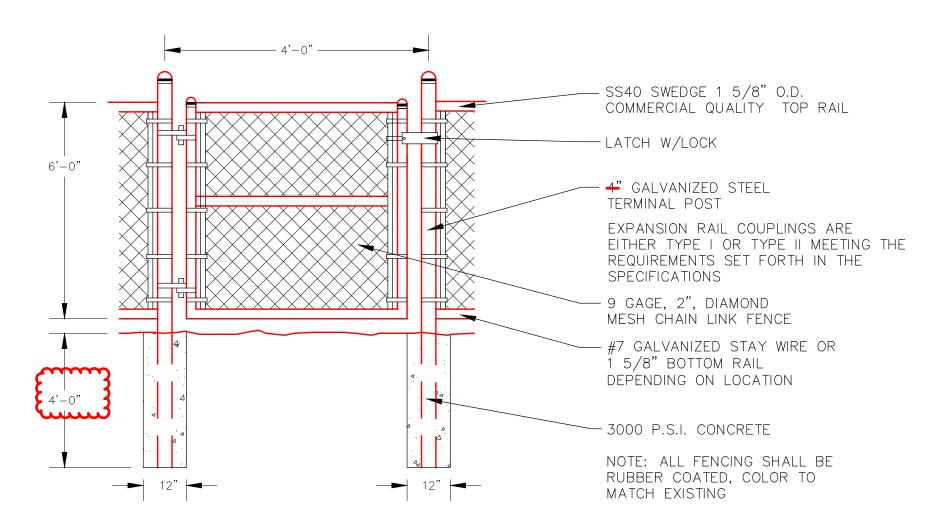
#### **ATTACHEMENTS**:

Revised Plan Sheet C11

BYPROJECT ENGINEER - HELMS AND ASSOCIATES	SPECIFICATIONS RE	PROFESSION 12065 LEIF C. REDINGER
	=======================================	
FIRM NAME:	BY:	

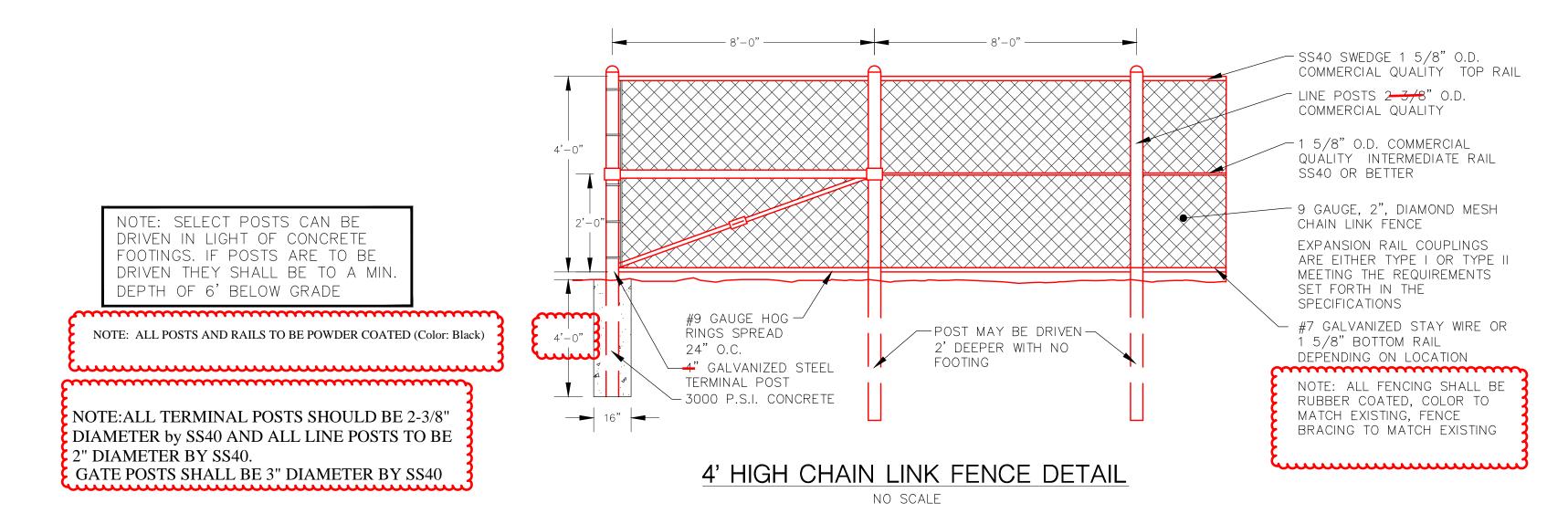
ATTACH THIS SIGNED ADDENDUM TO THE BID FORM WHEN SUBMITTING AND/OR ACKNOWLEDGE THE ADDENDUM ON THE BID FORM.

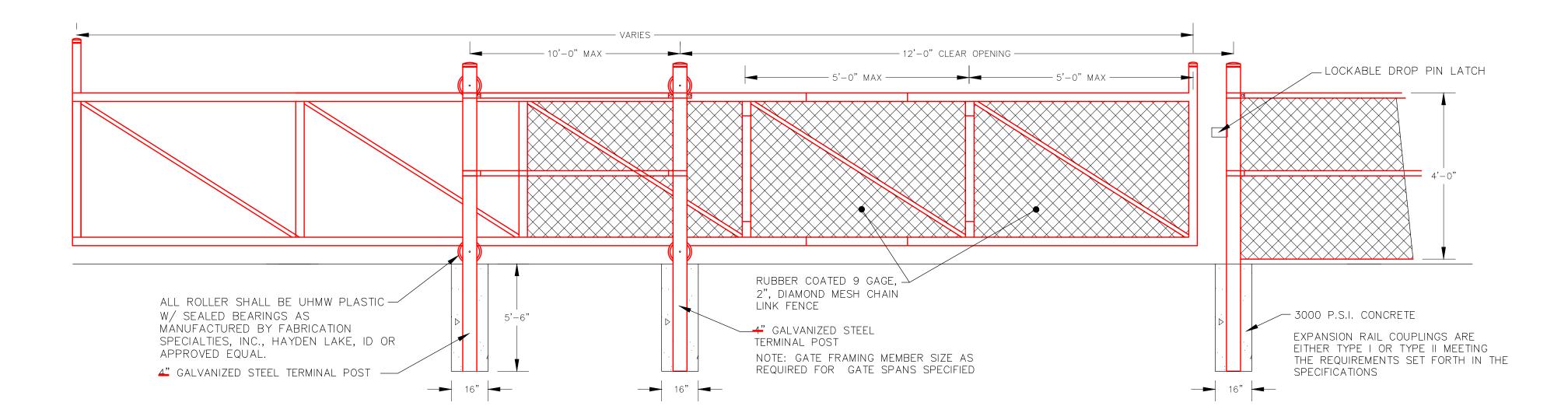
Helms A-6501 Page **2** of **2** Project Addendum #1



4' WIDE WALK THROUGH GATE DETAIL
NO SCALE

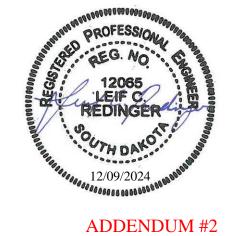
SINGLE 4 FT WALK GATE TO BE INCLUDED. CONSIDERED INCIDENTAL TO THE WORK. LOCATION TO BE DETERMINED BY OWNER IN THE FIELD.





12' WIDE MANUAL ROLL GATE DETAIL

NO SCALE





416 Production St N.
P.O. Box 111,
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bobb@helmsengineering.com

**MKG**architects

Plans for
TIOSPA ZINA SCHOOL
Classroom Addition Site Design
AGENCY VILLAGE, SOUTH DAKOTA

Helms and Associates

DETAILS

DETAILS

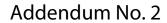
DETAILS

DETAILS

TRACED BY \_\_\_\_\_

CHECKED BY LCR
OF 11

DATE PROJECT NO. 2023-0015





Date: December 9, 2024

To: Andy Schaunaman, HKG Architects

From: Stuart Oster, P.E.

Project: Tiospa Zina School Classroom Addition

Project #: BS24057

Project Location: Agency Village, SD

Addendum Number: No. 2

**To:** All prime contract bidders and all others to whom Drawings and Specifications have been issued by the Engineer. Acknowledge receipt of the Addendum by inserting its number and date on the Bid Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents. It modifies them as follows:

#### **DRAWINGS:**

#### **SHEET M3 - PLUMBING FLOOR PLANS:**

- 1. Revise leaving storm drain location from building as shown in northmost classroom addition.
- 2. Revise keynote M202 as shown.

**END OF DOCUMENT - SO** 

