

# Bidding Documents

## Project # MC21-05

### Chip Sealing and Crack Seal

Minnehaha County, South Dakota

Bid Date: 2-24-2021



Prepared by:  
Minnehaha County Highway Department  
2124 E 60<sup>th</sup> Street North  
Sioux Falls, SD  
57104



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## Notice to Bidders

MC21-05 Chip Sealing and Crack Seal

### PROJECT DESCRIPTION

This project consists of crack sealing and asphalt surface treatment of approximately 12.08 miles of 2-lane highway in Minnehaha County. Work consists of routing and sealing existing cracks, chip sealing of the existing asphalt surfacing, fog sealing the new chip seal, and new striping.

Sealed bids shall be received by Minnehaha County Auditor's Office, 415 N Dakota Avenue, Sioux Falls, SD 57104, not later than **10:15 a.m. Wednesday, February, 24, 2021**. **Bids shall be publicly opened and read at the Auditor's Office at 10:30am.**

Specifications and proposal forms that must be used are available at Minnehaha County Highway Department located at 2124 E 60th Street North, Sioux Falls, SD 57103. Bids submitted on forms other than the proposal supplied by the Minnehaha County Highway Department will be irregular and will not be considered.

Minnehaha County reserves the right to reject any or all bids, waive technicalities, and make award(s) as deemed to be in the best interest of the County.

### Publish:

Argus Leader on February 8 and February 15

Brandon Valley Journal on February 10

Garretson Gazette on February 11

Minnehaha Messenger on February 12

## Construction Instructions to Bidders

**ALL BIDS MUST BE PREPARED AND SUBMITTED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS. FAILURE TO COMPLY WITH ANY REQUIREMENT SHALL CAUSE THE BID TO BE CONSIDERED IRREGULAR AND SHALL BE GROUNDS FOR REJECTION OF THE BID.**

1. **Completing the Bid Form:** All bids must be made on the bid forms provided within this document, except the bidder may attach a substitute computer-generated proposal form. Information shall be typed or printed in ink. The preparer must initial erasures and/or corrections. Each bid must be signed in ink by the bidder or authorized officer.
2. **Use of Standard Specifications:** The South Dakota Department of Transportation's *Standard Specifications for Roads and Bridges* (current edition) and the current version of the South Dakota Department of Transportation Supplemental Specifications and Errata are hereby made a part of these specifications in their entirety unless otherwise revised, deleted, or supplemented herein. These documents are available for download: <http://sddot.com/business/contractors/Specs/default.aspx>.
3. **Price Discrepancies:** Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price. Incorrect extensions or totals will be corrected, and the corrected figures will be used in determining the low bidder.
4. **Firm Prices:** Unit prices awarded shall remain firm for the entire contract period.
5. **Quantities:** The quantity indicated for each item in the specifications is estimated only, and the County reserves the right to order less or more as dictated by actual needs.
6. **Excise Tax:** Construction services in South Dakota are subject to tax under SDCL 10-46A. Contractors shall include the applicable tax in their bid price for each item of work. Tax questions should be directed to the South Dakota Department of Revenue at 800-829-9188.
7. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form.
8. **Bid Guaranty:** Each bid shall contain a certified check or a cashier's check, for five percent (5%) of the amount of the bid. Such check shall be certified or issued by either a state or a national bank and payable to Minnehaha County. In lieu of a check, a bid may contain a bid bond for ten percent (10%) of the amount of the bid. Such bond to be issued by a surety authorized to do business in this state, payable to Minnehaha County, as a guaranty that the bidder will enter into a contract with the purchasing agency. (SDCL 5-18B-2)

The County will not accept bid guaranties other than those referenced above.

Bid guaranties of unsuccessful bidders shall be returned within 30 calendar days of the bid opening. Bid guaranty of the successful bidder shall be retained until the contract is executed and a performance guaranty (if applicable) has been submitted. If a successful bidder fails to enter into contract, the bid guaranty shall be forfeited to the County to compensate for administrative expenses of making a re-award or issuing a new request.

Notwithstanding the provisions of § 5-18B-2, the requirement of a bid bond, certified or cashier's check, cash, or other security *may* be waived by Minnehaha County if the bid submitted, including any alternates, does not exceed \$50,000.

**No bid guaranty is required if the total bid price, including any alternates, is less than \$25,000 or if the bid is solely for the procurement of materials.**

9. **Addenda:** The bidder shall acknowledge receipt of all addenda in the space provided in the bid proposal.
10. **Delivery of Proposals:** Each proposal shall be submitted in a sealed envelope with **Bid Proposal**, Project No., and "Due" date clearly printed on the front. When sent by mail, the sealed proposal shall be addressed as follows:

**Due: February 24, 2021**  
Minnehaha County Auditor's Office  
415 N Dakota Avenue  
Sioux Falls, SD 57104  
Bid Documents Enclosed

Proposals shall be filed prior to the time and at the place specified by the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

All sealed bids must be received by the Minnehaha County Auditor's Office, 415 N. Dakota Avenue, Sioux Falls, SD 57104, **no later than 10:15 a.m.** on the date of opening. Bids received after 10:15 a.m. or at a location other than the Minnehaha County Auditor's Office, will not be accepted. Bids will be publicly opened and read at the Auditor's Office at **10:30 a.m.** Bids delivered by Federal Express, U.S. Mail, or other delivery method, will be receipted as they arrive in the Auditor's Office. Except as otherwise provided by law, the record and each bid shall be open to public inspection. (SDCL 5-18A-5 (4))

11. **Withdrawal of Bids:** Any bid may be withdrawn by letter, in person or by electronic communications, before the time specified in the advertisement of the bid. Any bid may be modified by mail, FAX or electronic notice provided such notice is received no later than the time set for the opening of bids. The electronic notice or FAX cannot reveal the bid price but only the addition or subtraction to the bid price. An electronic notice or FAX may not be withdrawn after the opening of the bid and all FAX and electronic notices must be confirmed in writing before the awarding of the contract. (SDCL 5-18A-5 (6))
12. **Local Preference:** By virtue of statutory authority, preference will be given materials, products, and supplies found or produced within the state of South Dakota. Bidders resident in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference, except that bid awards where federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.

13. **Bid Results:** Results of bid openings will be available at the Minnehaha County Highway Department following tabulation of the bids. A report on the bid opening will be presented by Minnehaha County Highway Department at the first subsequent Commission meeting. At that time,
- (a) the contract may be awarded to the low bidder,
  - (b) the contract may be awarded to the low conforming bid, if the Minnehaha County Highway Department has determined that the low bid does not meet specifications, or
  - (c) the Commission may appoint a committee to review the bids.

In instance (b), the State's Attorney will review the bid documents to verify that the low bid does not meet specifications, and the items of nonconformance shall be detailed in the Commission meeting minutes.

After an award has been made and signed by the Commission, all bid proposals and related information will be on file at the Minnehaha County Auditor's Office for public review. Minnehaha County Auditor's Office will do all formal and informal notifications of bid awards.

14. **Method of Award:** This request will be evaluated and a contract award made to the lowest responsive and responsible bidder deemed to be in the best interest of the County.

The County expressly reserves the right to waive technical irregularities in the bid or proposal of the lowest responsible bidder or offeror which irregularities do not alter the price, quality, or quantity of the services, or items of tangible personal property bid or offered. The County also expressly reserves the right to reject any and all bids if none received are satisfactory, or if it believes an agreement has been entered into by the bidders to prevent competition.

Alternates, if applicable, are prioritized and will be awarded in order as allowed by project budget. If Alternates are utilized, contract award will be made on lowest combined bid from a responsive and responsible bidder deemed to be in the best interest of the County.

**If no firm and qualifying bids are received**, the County may negotiate a contract for the best price if the specifications of the original bid are met. These negotiations will be documented within the Commission meeting minutes. (SDCL 5-18A-5 (9))

15. **Contract:** Within 30 days from the date of award, the successful bidder(s) shall enter into a contract by signature on separate contract documents which will be prepared by the County from information in this bid request and the successful bidder's response thereto. If any bidder fails to timely enter into the contract, the contract may be awarded to the next lowest bidder unless all bids or proposals are rejected. The defaulting bidder shall be responsible for the difference in price.
16. **Recovery from Defaulting Bidder:** If any successful bidder fails to fulfill the conditions of an awarded contract, the County may proceed to recover from the defaulting party whatever damages may have been sustained as a result of the default. The County shall have all remedies provided in the contract and provided by law.

17. **Performance and Payment Bond:** The contractor must furnish a performance and payment bond in an amount equal to the contract price. This bond guarantees the faithful performance and the payment for labor and materials by the contractor. (SDCL 5-21-1, 5-18A-36)

The requirement of a performance security may be waived by Minnehaha County when the bid submitted does not exceed \$25,000. (SDCL 5-21-1.1)

18. **Questions:** Questions pertaining to this bid request shall be directed to:

Minnehaha County  
Attn: Jacob Maras  
2124 E. 60<sup>th</sup> Street North  
Sioux Falls, SD 57104  
605-367-4316  
jmaras@minnehahacounty.org

If the County deems it of general interest, the questions and answers shall be issued in a written addendum to each plan holder.

19. **Insurance:** The Contractor entering into any contract for services shall secure the insurance specified below and shall cause all its consultants/subcontractors to do likewise. All insurance shall be issued by an insurance company(s) acceptable to the County. The insurance specified in this policy directive may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the County upon execution of any agreement. Exceptions to this policy must be approved by the State's Attorney's Office.
- a. Workers' compensation. The policy shall provide the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability coverage of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
  - b. Commercial general liability. The policy shall provide occurrence form contractual, personal injury, bodily injury, and property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the County and its representatives as an additional insured. The insurance shall provide coverage on an "occurrence" basis "claims made. The policy shall be maintained for three years after completion of this contract.
  - c. Automobile liability. The policy shall cover all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
  - d. The Contractor will provide the County with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the County harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

- e. The County's acceptance of a certificate of insurance does not mean that the County assumes responsibility for its validity. Nor does it mean that the County represents that the coverage and limits required are adequate to protect the Contractor.

- 20. **Conflicting federal rules govern on subsidized projects:** The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge, or governing use and payment of such federal funds. Bid awards when federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.
- 21. **Brand Name or Equal:** Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

Requests for review of "or equal" articles or materials shall be submitted to the County in writing a minimum of seven calendar days prior to the bid opening for evaluation. The evaluation of bids and determination as to equality of the products shall be the responsibility of the County and will be based on information furnished by the bidder or identified in their bid, as well as other information reasonably available to the County.

If deemed equal, written notification and/or an addendum will be issued prior to bid opening and will be public. Any request for review made less than seven calendar days prior to the bid opening may not leave sufficient time for evaluation, and in such case bidders should assume the proposed article or material will not be allowed. In addition, bidders should not assume other articles or materials will be allowed or substituted by change order following the bid award.

- 22. **Builders Exchanges:** The contract documents are on file at the Sioux Falls Builders Exchange, Sioux Falls, SD, and the Plains Builders Exchange, Sioux Falls, SD.
- 23. **Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void:** Any bidder or offeror who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5-18C, and 5-18D, or who provides any false information in the submission of any bid or offer, is subject to having their bid or offer disallowed by the County. Any contract entered into in violation of SDCL 5-18A, 5-18B, and 5-18C is null and void.



**PROPOSAL FORM**

Project #: **MC21-05 Chip Sealing and Crack Seal** Bid Date: **February 24, 2021**

The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish all labor, tools, materials, and equipment necessary to fully complete the work for Minnehaha County of South Dakota as advertised in accordance with the specifications therefore furnished by the County for the following price(s):

ITEM NO.	SDDOT ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	009E0010	Mobilization	LS	1		
2	110E7150	Remove Sign for Reset	Each	81		
3	330E0300	SS-1h or CSS-1h Asphalt for Fog Seal	Ton	76.8		
4	350E0010	Asphalt Crack Sealing	Lb	5,609		
5	360E0042	CRS-2P Asphalt for Surface Treatment	Ton	326		
6	360E1040	Type 2B Cover Aggregate	SqYd	227,656		
7	632E1320	2.0"x2.0" Perforated Tube Post	Ft	100		
8	632E1330	2.25"x2.25" Perforated Tube Post	Ft	558		
9	632E1340	2.5"x2.5" Perforated Tube Post	Ft	15		
10	632E3500	Reset Sign	Each	81		
11	633E1300	Pavement Marking Paint, White	Gal	616		
12	633E1305	Pavement Marking Paint, Yellow	Gal	193		
13	634E0010	Flagging	Hour	362		
14	634E0020	Pilot Car	Hour	193		
15	634E0110	Traffic Control Signs	SqFt	896		
16	634E0120	Traffic Control, Miscellaneous	LS	1		
17	009E0010	Temporary Flexible Vertical Markers (Tabs)	Mile	12.1		

**TOTAL BASE BID** \_\_\_\_\_

If there is a discrepancy between unit bid prices and extensions, the unit bid price shall govern. This request will be evaluated and a contract award made to the lowest bid from a responsive and responsible bidder deemed to be in the best interest of the County and as allowed by budget.

**Time of Performance:** The bidder will commence work under this contract two phases. Phase I is the crack sealing, and phase II is the asphalt surfacing treatment (chip seal). Work on Phase I may begin anytime but, must be completed in full prior to the start of Phase II. The bidder may not begin work on phase II before August 16, 2021 and must fully complete by October 1, 2021. Bidder further agrees to pay as liquidated damages the amount specified in Section 8.8 of the SDDOT Standard Specifications for Roads and Bridges (current edition), for each working day thereafter that resurfacing work remains uncompleted. The permanent marking paint must be completed within 21 calendar days of the completion of the fog seal on each highway segment. For each working day following the 21 calendar days where the application of permanent marking paint remains uncompleted, the bidder will be assessed a \$100.00 per day penalty.

It is understood and agreed that the quantities of material to be furnished and work to be done may be varied on construction as may be deemed advisable by Minnehaha County. It is further understood and agreed that the County, at its option, may delete items from the contract.

The bid includes all local, state, and federal taxes that would affect the amount of the bid.

The undersigned acknowledges receipt of the following addenda to the plans and/or specifications (give number and date of each):

ADDENDUM NO. \_\_\_\_\_

DATED: \_\_\_\_\_

The undersigned submits herewith the bid security required by the Contract Documents. It is understood that the right is reserved by Minnehaha County reject any or all bids, and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

A computer prepared and printed proposal form Yes  No   
is attached to this proposal form.

Respectfully submitted,

\_\_\_\_\_  
By

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Fuel Tax License Number  
(Contracts including highway work only)

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Highway Contractor's License Number  
(Contracts including highway work only)

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Excise Tax Number

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Sales Tax Number

OFFICIAL ADDRESS AND PHONE NUMBER:

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Address

---

City, State, Zip

---

Phone Number

---

Fax

---

Email Contact

**CONTRACT**

**Project No. MC21-05 Chip Seal**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Minnehaha County, South Dakota, (County), and \_\_\_\_\_ (Contractor).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned and the mutual covenants herein contained between the parties:

1. The Contractor will commence and complete the construction of the Installation of \_\_\_\_\_ (Project).
2. Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project described herein.
3. The Contractor will commence the work required by the Contract Documents, Project Plans and Specifications within 10 calendar days after the Notice to Proceed and will complete the same by \_\_\_\_\_ as specified in the Contract Documents unless the period for completion is modified by a Construction Change Order.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for estimated sum of \$ \_\_\_\_\_ which is based on the estimated quantities and bid prices shown in the Bid Proposal Form. Actual quantities will be used to determine final payment.
5. The term "Contract Documents" means and includes the following, which are incorporated by this reference as if set forth herein in full and kept on file at the Minnehaha County Highway Department:
  - A. Bid Documents;
  - B. Construction Plans;
  - C. Standard Specifications; and
  - D. Addenda.
6. The County will pay the Contractor upon such terms and conditions and in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. This Agreement is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Contract nor any of its incorporated documents, cannot be assigned by the Contractor without the express written permission and agreement of County executed with the same formality as this Agreement or by Resolution of the Minnehaha County Commission.

9. Non-appropriation of Funds: If funds are not budgeted or appropriated for any fiscal year, purchase under this Contract imposes no obligation on County and will become null and void except as to the purchases agreed upon for which funds have been appropriated or budgeted, and no right of action or damage will accrue to the benefit of any bidder, Contractor, its agents, assigns, or successors, for any further payments or other performance under the Contract.
10. Contractor agrees to indemnify and hold County, its officers, agents and employees, harmless from and defend against, any and all actions, suits, claims, liability, or damages, of any kind, arising from the services provided in this Agreement. Nothing herein requires Contractor to be responsible for or defend against claims or damages arising solely from acts or omissions of County, its officers, agents or employees.
11. Contractor will comply with all applicable local, state and federal laws, rules and regulations.
12. Contractor acknowledges that Contractor shall pay the South Dakota Department of Labor and Regulation all contributions and interest due under the provisions of SDCL Ch. 61-5 on wages paid to individuals employed in the performance of this Contract.
13. Entire Agreement: The parties acknowledge that the terms of this Agreement, including all attached and referenced Contract Documents, constitute the full and final agreement of the parties hereto, superseding all prior negotiations and all prior or subsequent oral agreements. Statements, promises or inducements not contained in this Agreement are not valid or binding. This Agreement may be amended only by written agreement and executed by each of the parties hereto.
14. Assignment. This Agreement cannot be assigned by either party without the prior written consent of the parties hereto and executed by each of the parties.
15. Governing Law. This Agreement is governed and construed in accordance with the laws of the State of South Dakota without regard to applicable principles of choice or conflicts of law that would cause application of the laws of any other jurisdiction. Venue is exclusively in a state court of competent subject matter jurisdiction in Minnehaha County, South Dakota. All parties hereto irrevocably submit to the personal jurisdiction of any such court, and expressly waive any objection to the venue of such court and any argument that such court is an inconvenient forum.
16. Termination: This Contract may be terminated by County at any time for any reason. County may extend this Contract as allowed by law, but in no event is County obligated to extend the Contract. If termination results due to a default by Contractor, in addition to all other available remedies, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to County because of Contractor's default.
17. Time is of the essence of this Contract.

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

**Minnehaha County:**

**Contractor:**

\_\_\_\_\_  
SIGNATURE, TITLE

\_\_\_\_\_  
SIGNATURE, TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DEPUTY AUDITOR

## **SPECIAL PROVISIONS**

# Warranty for Construction Activity

## 1.0 TERM OF WARRANTY

### 1.1 UTILITY CONSTRUCTION ACTIVITY

The warranty shall cover the contract as to workmanship and materials for a period of two (2) years for the following utility construction:

- A. Storm sewer and sump pump collection systems.
- B. Sanitary sewer.
- C. Water main.
- D. Lights systems.
- E. Traffic signal system.

The Contractor shall maintain all trenches and backfill any settlement and provide and place any necessary base and/or surfacing needed due to trench settlement for the maintenance period, which shall run for two (2) years after the completion and acceptance of the system. The Contractor shall repair and/or replace all defective workmanship and materials, and correct all deficiencies noted in the system in a method approved by the Engineer.

County-furnished materials, unless otherwise specified, shall be warranted by the product manufacturer. This warranty shall apply to workmanship only when materials are furnished by the County.

### 1.2 SURFACE CONSTRUCTION ACTIVITY

The warranty shall cover the contract as to workmanship and materials for a period of one (1) year for the following construction activity:

- A. Grading—Subgrade and fill.
- B. Base course.
- C. Pavement
- D. Reinforced Concrete Box Culvert



The Contractor shall maintain any deficiencies in workmanship and materials for the maintenance period, which shall run for one (1) year after the completion and acceptance of the construction. The Contractor shall repair and/or replace all deficiencies noted in the construction in a method approved by the Engineer.

### **1.3 REVEGETATION ACTIVITY**

Vegetative cover shall include seeding, sodding, shrubbery, and trees.

The warranty for vegetative cover shall be as follows:

- A. Seeding and Sodding. The County shall do a final inspection on the vegetative cover once the conditions of the contract have been met to determine if a satisfactory vegetative cover has been established. If it is determined that a satisfactory vegetative cover has been established, the County will accept the work as complete.

If the contract calls for a disturbed area to be dormant seeded or dormant sodded or if an area cannot be revegetated due to late fall weather conditions, the County will conduct the final inspection in the spring to determine if the area has a satisfactory vegetative cover prior to acceptance

- B. Shrubby and trees shall be warranted for a period of one year from completion of the contract.