

Bidding Documents

Minnehaha County Parking Lot Improvements

Parking Lot J

Located at 519 North Minnesota Avenue

Parking Lot Grading, Surfacing and Lighting

Minnehaha County, South Dakota

Bid Date: February 27, 2019



Prepared by: Sayre Associates Inc.
216 South Duluth Avenue
Sioux Falls, SD 57104



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Notice to Bidders

Notice is hereby given that Minnehaha County is requesting sealed bids for "Minnehaha County Parking Lot improvements – Parking Lot J." This project consists of grading, surfacing, and lighting at 519 North Minnesota Avenue, Sioux Falls, South Dakota.

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.** _____, **2019**. Bids shall be publicly opened in the Meeting/Training Room on the Second Floor of the Minnehaha County Administrative Building, 415 N. Dakota Avenue, Sioux Falls, SD, at 10:30 a.m. on that same date.

All sealed bids must be made in accordance with the instructions, bid form, and specifications available at the Minnehaha County Auditor's Office.

Bids must be accompanied by a Certified Check or Cashier's Check payable to Minnehaha County in an amount equal to five percent (5%) of the total amount of the bid and certified or issued by either a state or a national bank and payable to Minnehaha county, or a bid bond for ten percent (10%) of the total 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 Minnehaha County if the bidder is awarded the contract.

Minnehaha County reserves the right to reject any or all bids and to waive any technical irregularities in the bidding. The County also reserves all other statutory rights including the right to award the contract to the lowest responsible and responsive bidder as may be determined by the County, and the right to reject any and all bids.

Robert Litz
Minnehaha County Auditor

Publish:
Argus Leader on _____, 2019 & _____, 2019
Brandon Valley Challenger on _____, 2019
Dell Rapids Tribune on _____, 2019

Instructions to Bidders

1. **The purpose of this Invitation for Bids is to seek bidders for grading, surfacing, and lighting for Minnehaha County Parking Lot J, located in Sioux Falls, South Dakota. The successful bidder, if any, shall complete the project on or before, _____, 2019.**
2. **Completing the Bid Form:** All bids must be made in accordance with these Instructions to Bidders and Specifications, attached hereto and incorporated by this reference. Additionally, all bids must be made on the bid forms attached hereto and incorporated by this reference provided within this document, except the bidder may attach an equivalent substitute computer-generated proposal form. Information shall be typed or legibly printed in ink. The preparer must initial erasures and/or corrections. Each bid must be signed in ink by the bidder or authorized officer.
3. **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>.
4. **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.
5. **Firm Prices:** Unit prices awarded shall remain firm for the entire contract period.
6. **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.
7. **State Taxes:** Use and/or excise tax may apply to this contract, and, if so, shall be the responsibility of the bidder, including, but not limited to, construction services pursuant to SDCL 10-46A. Bidders 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.
8. **Federal Tax ID Number:** Each bidder shall state its Federal Tax Identification Number on the line provided on the bid form.
9. **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. Any such bond shall 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) 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.

10. **Addenda:** The bidder shall acknowledge receipt of all addenda in the space provided in the bid proposal. Addenda will be posted on the Minnehaha County website at www.minnehahacounty.org.
11. **Delivery of Proposals:** Each proposal shall be submitted in a sealed envelope with Bid Proposal, Minnehaha County Parking Lot J, and Due Date: _____, 2019, clearly printed on the front. The sealed proposal shall be addressed as follows:

Minnehaha County Auditor's Office
415 N Dakota Avenue
Sioux Falls, SD 57104

Bids shall be filed prior to the time and at the place specified by the Notice to Bidders. Bids received after the time for opening of bids will be returned to the bidder unopened. Failure to sign the bid will render your bid nonresponsive.

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 _____, 2019**. Bids received after 10:15 a.m. or at a location other than the Minnehaha County Auditor's, will not be accepted. Bids will be publicly opened and read in the Meeting/Training Room on the Second Floor of the Minnehaha County Administrative Building, 415 N. Dakota Ave., Sioux Falls, SD at **10:30 a.m. on _____, 2019**. Bids must be delivered by hand-delivery, United States Mail, or by a courier deliver service, such as Federal Express or UPS and 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))

12. **Local Preference:** Pursuant to SDCL 5-18A-25, in awarding a contract, if all things are equal, including the price and quality of the supplies or services, the County shall give preference:
 - (1) To a qualified agency if the other equal low bid or proposal was submitted by a business that was not a qualified agency;
 - (2) To a resident business if the other equal low bid or proposal was submitted by a nonresident business;
 - (3) To a resident manufacturer if the other equal low bid or proposal was submitted by a resident business that is not a manufacturer;
 - (4) To a resident business whose principal place of business is located in the State of South Dakota, if the other equal low bid or proposal was submitted by a resident business whose principal place of business is not located in the State of South Dakota; or
 - (5) To a nonresident business providing or utilizing supplies or services found in South Dakota, if the other equal low bid or proposal was submitted by a nonresident business not providing or utilizing supplies or services found in South Dakota. In computing price, the cost of transportation, if any, including deliver, shall be considered.

A resident bidder shall be allowed a preference on a contract against the bid of any bidder from any other state or foreign province that enforces or has a preference for resident bidders. The amount of the preference given to the resident bidder shall be equal to the preference in the other state or foreign province. 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 the state preferential bid provisions.

13. **Withdrawal of Bids:** Any bid may be withdrawn by written correspondence delivered in-person, or via United States Mail, or via private courier service to the Minnehaha County Auditor's Office at the address listed in paragraph 11 before the time specified in the Invitation for Bidders. No bid shall be withdrawn for a period of thirty (30) days after the bid opening. The County may allow modification of bids in writing and delivered in-person, via United States Mail, or via private courier service, and received at the place designated in the Invitation for Bid not later than the time set for the opening of bids. A modification may not reveal the bid price but shall provide the addition, subtraction, or modification so the final prices or terms will not be known to the County until the sealed bid is opened. A modification may not be withdrawn after the time set for the opening of bids. Each modification shall be confirmed in writing by the successful bidder before award of the contract. No bid made may be changed or altered by telephone. After bid opening, no withdrawal of a bid or change in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition is permitted. The County may waive technical irregularities in the bid or proposal of the low bidder or offeror that do not alter the price, quality, or quantity of the services, or terms of tangible personal property bid or offered. Any decision to permit the correction or withdrawal of a bid, or to cancel an award or a contract based on a bid mistake, shall be supported by a written determination made by the County, and included in the bid file.

14. **Bid Results:** Results of bid openings will be available at the Minnehaha County Auditor's Office following tabulation of the bids. A report on the bid opening will be presented by the Director of Facilities to the Minnehaha County Commission (the "Commission") at a subsequent Commission meeting. At that time,
 - (a) The Commission may award the contract to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids; or

 - (b) In the event the Director of Facilities determines that the lowest bid does not meet the requirements and criteria set forth in the invitation, then the Commission may award the contract to the next lowest responsive and responsible bidder; or

 - (c) The Commission may appoint a committee to review the bids; or

 - (d) The Commission may reject any and all bids and re-advertise for bids if none of the bids are satisfactory, or if it believes an agreement has been entered into by the bidders to prevent competition; or

(e) In the event two or more competitive sealed bids are submitted that are identical in price and product quality, the bids are the low bid, and no resident bidder preference is applicable, the Commission may, pursuant to SDCL 5-18A-5(10), either award the bid by lottery to one of the identical low bidders or reject all the bids and resolicit bids.

In instance (b), the Director of Facilities will timely provide the bid documents to the State's Attorney to review in order to verify that the low bid does not meet specifications. Thereafter, the items of nonconformance shall be detailed by the Director of Facilities at the Commission meeting and set forth 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. Bid results will be available at www.minnehahacounty.org.

15. **Method of Award:** This request will be evaluated and a contract award made within thirty (30) Days of the bid opening by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids and which is deemed to be in the best interest of the County.

Criteria for evaluating bids will be based upon price, quality, workmanship, and ability to deliver the project within the specified time frame.

The County expressly reserves the right to waive technical irregularities in the bid of the lowest responsible bidder in 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.

After advertising for bids, if no firm and/or 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))

16. **Contract:** Within 30 days from the date of award, the successful bidder 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 responsive and responsible bidder unless all bids or proposals are rejected. The defaulting bidder shall be responsible for the difference in price in addition to any other damages and costs available to Minnehaha County by law.
17. **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.

18. **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)

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

Sayre Associates Inc.
Attn: Jeffrey J Boldt, PE
216 South Duluth Avenue
Sioux Falls, SD 57104
(605) 332-7211
jeffb@sayreassociates.com

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

20. **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 "extra 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.
21. **Unemployment Compensation:** The contractor is required to pay the Department of Labor and Regulation of South Dakota all contributions and interest due under the provisions of chapter 61-5, on wages paid to individuals employed in performance of the contract.
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 offerer 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.
24. The successful bidder shall comply with all local, state and federal laws, rules and regulations governing any matter related to this bid and resulting contract, including, but not limited to those set forth by OSHA and related regulations. Signing and submitting any bid or contract equals a certification that bidder or contractor does not discriminate in their employment practices and will comply with all applicable laws, rules and regulations. If the successful bidder is found to have violated the prohibition in this section, this Invitation for Bid may be terminated in whole or in part by Minnehaha County and the successful bidder shall be liable for any costs or expense incurred by Minnehaha County in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to Minnehaha County under the Invitation for Bid so terminated or canceled. This section shall be binding on all subcontractors or suppliers.
25. Bid as contract: If awarded this request, the bidder's signature shall become a binding contract to furnish the proposed and awarded items when countersigned by the Minnehaha County Commission Chair until such time as a formal written contract between the parties is executed and approved.
26. Termination-The County reserves the right to terminate the contract at any time for any reason. The County may extend the contract as allowed by law, but in no event is the County obligated to extend the contract. If termination results due to a default by the 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 the County because of the Contractor's default.
27. Non-appropriation of Funds: Additionally, in the event funds are not budgeted or appropriated for any fiscal year, services and purchases under this contract shall impose no obligation on Minnehaha County and shall become null and void except as to the services and purchases agreed upon for which funds have been appropriated or budgeted, and no right of action or damage shall accrue to the benefit of any bidder, contractor, their agents, successors or assigns for any further payments or other performance under the contract.

28. Venue and jurisdiction for any action hereunder shall be in Minnehaha County, South Dakota. The invitation for bids and all documents related thereto shall be governed by South Dakota law.
29. Contractor agrees to indemnify and hold Minnehaha County, its officers, agents, and employees harmless from and defend against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require Contractor to be responsible for or defend against claims for damages arising solely from errors or omissions of the County, its officers, agents and employees.
30. The Contractor shall contractually warrant that title to all Work covered by an Application for Payment will pass to the County no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the County shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

PROPOSAL FORM
Minnehaha County Parking Lot Improvements

Parking Lot J

DUE: 2/27, 2019

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):

TOTAL LUMP SUM 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.

Time of Performance: The project shall be substantially complete on or before July 1, 2019. The Contractor shall have 40 working days to substantially complete all the Work under this contract. The working day count will commence on the first working day and continue to be counted as specified in Section 8.6 of the SDDOT Standard Specifications for Roads and Bridges (current edition). 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 the project remains uncompleted.

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

The undersigned submits herewith the bid guaranty as required by the Contract Documents. It is understood that the right is reserved by Minnehaha County to 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.

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

ADDENDUM NO. _____

DATED: _____

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

Respectfully submitted,

By

Federal Tax I.D. Number

Excise Tax Number

Sales Tax Number

OFFICIAL ADDRESS AND PHONE NUMBER:

Address

City, State, Zip

Phone Number

Fax

Email Contact