

PIERCE & HARRIS

CONSULTING ENGINEERS

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PROPOSAL
FOR
BEADLE COUNTY PROJECT
ASPHALT OVERLAY
County Highway #1 and #22

JANUARY, 2017

PIERCE & HARRIS ENGINEERING CO.

SUITE 15 MASONIC BUILDING

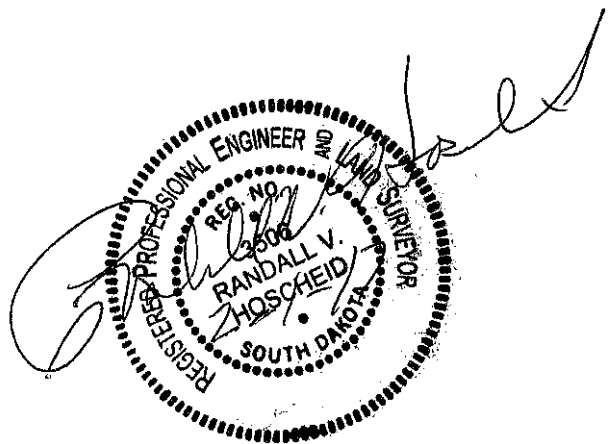
HURON, SOUTH DAKOTA

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ADVERTISEMENT FOR BIDS

Sealed bids for a Beadle County Highway Project on County Road 18 will be received by Beadle County, at the Beadle County Courthouse, Commissioners room, 450 E 3rd St SW, Huron, South Dakota until 9:00 A.M. C.S.T., February 27 , 2017, for labor and materials to overlay approximately 3.0 miles of County Highway 1 and 4 Miles of County Highway 22. On County Highway 1 or 374th Ave. beginning three miles South of Wessington, SD , proceeding 3 miles North to US Highway 14, at Wessington, SD. The overlay paving work consists of approximately 6,199 ton of asphalt class D with 10% R.A.P., 372 ton of 58-28 asphalt binder, and associated incidentals. On County Highway 22 or 210th Street beginning at 405th avenue proceeding four miles West to 409th Avenue two mile South of Cavour. The overlay paving work consists of approximately 8,569 ton of asphalt class D with 10% R.A.P., 514 ton of 58-28 asphalt binder, and associated incidentals.

Copies of the Plans and Specifications are on file at Pierce & Harris Engineering Co, Suite 15, Masonic Building, Huron, South Dakota 57350. telephone number (605) 352-5382, and may be obtained at the latter office by bidders. Plans are also on file at the Beadle County Auditor's office and Beadle County Highway Department, Huron, SD.

Each bid must be accompanied by a certified check, cashier's check or draft in the amount of 5% of the base bid and all add alternates and drawn on a State or National Bank or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota and made payable to Beadle County.

Beadle County reserves the right to reject any or all bids and to waive any irregularities therein.

BEADLE COUNTY

Merl Hanson, HWY. SUPERINTENDENT

ASBESTOS-CONTAINING MATERIALS STATEMENT:

In accordance with the provisions of SDCL 34.44-8, all bidders and contractors are hereby notified that to the best knowledge of the owner or those representing him in any capacity, this project does not involve asbestos-containing materials (greater than 1%). Bidders are further instructed that no asbestos-containing materials are to be installed in this project.

The contractor is cautioned that hidden materials unknown to the owner and unaccessible for testing may be found during the demolition work of this project which may be asbestos-containing materials. Proper procedures shall be followed upon discovery of these materials. The owner or those representing the owner in any capacity shall not be held responsible or liable for any injury or cost to any person resulting from handling of or proximity to such materials.

ASBESTOS LIABILITY STATEMENT

In accordance with amended SDCL 34.44, neither the owner, employees or agents of the owner, any other person may have any claim, right or action against the prime contractor for any asbestos related injury or damage arising from the activities of a certified asbestos abatement subcontractor. Unless exempt under applicable state and federal law, no asbestos abatement work may be performed except by a certified asbestos contractor. A certified asbestos abatement subcontractor shall hold the owner and general contractor harmless from any liability arising from such subcontractor's activities on the project. A certified asbestos abatement contractor shall cause the owner and, if acting as a subcontractor the general contractor to be named as additional insured and provide sufficient proof of insurance for purposes of this section.

INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders
2. Bidders' Understanding
3. Bid Requirements
4. Preparation of Bids
5. Submission of Bids
6. Receipt and Opening Of Bids
7. Withdrawal of Bids
8. Presence of Bidders at Opening
9. Bidders' Interest in more than one bid
10. Award of contract
11. Rejection of bids
12. Contract
13. Bonds
14. Insurance
15. Copies of Contract
16. Unemployment Compensation contributions
17. Major Items of Work

1. **EXPLANATION TO BIDDERS:** Any explanation regarding the meaning or interpretation of contract drawings, specifications, or other contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid opening. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid opening shall not be binding.

2. **BIDDERS' UNDERSTANDING:** Bidders should visit the work site to ascertain by inspection pertinent local conditions such as location, character of existing work within or adjacent thereto, labor condition, etc. The owner shall make available to all prospective bidders, previous to the receipt of bids, information that he may have as to sub-soil conditions and surface topography at the work site. Such information shall be given, however, as the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom,

3. **BID REQUIREMENTS:** Security required shall be submitted with the Proposal, and failure to submit same shall be cause for rejection. The bidder, at his option, shall furnish a certified check, cashier's check or bank draft for not less than Five per cent (5) of the amount of the bid, issued by either a State or National Bank within the State of South Dakota, or a bid bond for not less than 10% of the amount of the bid.

4. PREPARATIONS OF BIDS:

(a) Bids shall be submitted on the Forms provided or copies thereof, and must be signed by the bidder or his authorized representative. Any corrections to entries made on bid Forms should be initialized by the person signing the bid.

(b) Bidders must quote on all items appearing on the bid forms, unless specific

directions in the advertisement, on the bid forms, or in the special specifications allow for partial bids. Failure to quote on all items may disqualify the bid. When quotations on all items are not required, bidders shall insert the words "no bid" where appropriate.

(c) Alternative bids will not be considered unless specifically called for.

(d) Unless otherwise specified, telegraphic bids will not be considered. Modifications to bids already submitted will be allowed if submitted by telegraph prior to the time fixed in the invitation for bids. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised bids.

5. SUBMISSION OF BIDS: Bids must be submitted as directed in the invitation for bids.

6. RECEIPT AND OPENING OF BIDS: Bids shall be submitted prior to the time fixed in the Invitation for bids. Bids received after the time so indicated shall be returned unopened.

7. WITHDRAWAL OF BIDS: Bids may be withdrawn at any time prior to opening upon written or telegraphic request of the bidder. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw a bid subsequent to the bid opening.

8. PRESENCE OF BIDDERS AT OPENING: At the time and place fixed for opening bids, the contents of all bids will be made public for the information of all bidders and other interested parties, who may be present in person or by representative.

9. BIDDERS INTEREST IN MORE THAN ONE BID: If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders, or from submitting a direct bid on his own behalf.

10. AWARD OF CONTRACT:

(a) The Contract shall be awarded to the lowest responsible bidder as soon as practicable after the bid opening, subject to the reservations of paragraph II herein after.

(b) In case of error in the extension of prices, the unit bid prices shall govern. The Owner reserves the right to waive any informality in bids at his discretion and to omit one or more items from the award of the contract.

11. REJECTION OF BIDS: The owner reserves the right to reject any and all Bids.

12. CONTRACT: The bidder to whom award is made shall enter into a written contract with the Owner within ten (10) days after receipt of Notice of the Award.

13. BONDS: Performance and payment bonds shall be furnished by the Contractor at the time of signing the formal agreement, executed by a reliable and accredited Surety Company authorized to do business in the State of South Dakota, signed by an "Attorney-in-Fact", of residence in South Dakota, and in an amount equal to the total of the Contract as a guaranty of the full performance and completion of the Contract and payment

of all labor and all materials bills, which Bond shall be in the form bound herein.

14. INSURANCE; The Contractor shall secure and maintain at its own expense, in reliable insurance companies satisfactory to the County and to be performed by Contractor hereunder, the following types of insurance on contract forms acceptable to the County with limits no less than shown on the respective items.

Workmen's Compensation	Statutory Limits	
Employer's Liability (Bodily Injury)	1 Accident	\$1,000,000
Public Liability (Bodily Injury)	1 Person	100,000
	1 Accident	500,000
Public Liability (Property Damage)	1 Accident	100,000
	Aggregate	500,000
Contractual Liability	1 Person	100,000
(Bodily Injury)	1 Accident	500,000
Contractual Liability	1 Accident	100,000
(Property Damage)	Aggregate	500,000
Contractor's Protective Liability	1 Person	100,000
(Bodily Injury)	1 Accident	500,000
Contractor's Protective Liability	1 Accident	100,000
(Property Damage)	Aggregate	500,000
 Automobile Liability		
(Owned, Non-owned, and Hired)	1 Person	100,000
(Bodily Injury)	1 Accident	500,000
 Automobile Liability		
(Owned, Non-owned, and Hired)	1 Person	100,000
(Property damage)	1 Accident	500,000

Contractor will furnish to County evidence of satisfactory insurance coverage- This information must be furnished in advance of actual work.

15. COPIES OF CONTRACT: Three (3) executed copies of the Contract shall be filed within ten (10) days after award in the office of the owner.

16. UNEMPLOYMENT COMPENSATION CONTRIBUTIONS: The Contractor shall be familiar with and shall meet all requirements of Chapter 110 (S.B. 213) from the Session Laws of South Dakota, 1961.

17. THE MAJOR ITEMS OF WORK ARE: Shown on Plans.

BID PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of The State of _____ doing business as _____ *. To Beadle County (hereinafter called "OWNER").

In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Asphalt Overlay County Highway # 1 and #22, Beadle County in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by October 15, 2017. BIDDER further agrees to pay as liquidated damages, the sum listed in the SDDOT Standard Specifications for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

*** insert "a corporation", "a partnership", or "an individual" as applicable.**

NOTE 1: BIDS shall include contractors excise tax and all other applicable taxes and fees.

Unbalanced bids will not be considered.

The bidder may bid one or both of the schedules. The bidder may tie the bids together which means he will only accept both schedules. The bids will be awarded for the combination most favorable to the County.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

**UNIT PRICE SCHEDULE
BEADLE COUNTY HIGHWAY #1**

Bid Item #	Description	Estimated Quantity	Unit	Unit Price (Figures)	Unit Price (Written in Words)	Total Price
ASPHALT OVERLAY-COUNTY HWY. #1						
009E0010	Mobilization	L.S.	L.S.	\$ _____	_____ _____ _____ / L.S.	\$ _____
320E1040	Asphalt Concrete Class "D" with 10% RAP	6198.9	TON	\$ _____	_____ _____ _____ / TON	\$ _____
320E0006	Asphalt Binder PG 58-28	371.93	TON	\$ _____	_____ _____ _____ / TON	\$ _____
330E0100	Asphalt For Tack SS-1H or CSS-1H	19.50	TON	\$ _____	_____ _____ _____ / TON	\$ _____
634E0100	Traffic Control	699.5	SQ. FT.	\$ _____	_____ _____ _____ / SQ FT	\$ _____
634E0120	Traffic Control, MISC	L.S.	L.S.	\$ _____	_____ _____ _____ / LS	\$ _____
TOTAL COUNTY HWY. #1					\$ _____	

**UNIT PRICE SCHEDULE
BEADLE COUNTY HIGHWAY #22**

Bid Item #	Description	Estimated Quantity	Unit	Unit Price (Figures)	Unit Price (Written in Words)	Total Price
<u>ASPHALT OVERLAY-COUNTY HWY. #22</u>						
009E0010	Mobilization	L.S.	L.S.	\$ _____	_____ _____ / L.S.	\$ _____
320E1040	Asphalt Concrete Class "D" with 10% RAP	8,568.6	TON	\$ _____	_____ _____ / TON	\$ _____
320E0006	Asphalt Binder PG 58-28	514.1	TON	\$ _____	_____ _____ / TON	\$ _____
330E0100	Asphalt For Tack SS-1H or CSS-1H	25.77	TON	\$ _____	_____ _____ / TON	\$ _____
634E0100	Traffic Control	510.0	SQ. FT.	\$ _____	_____ _____ / SQ FT	\$ _____
634E0120	Traffic Control, MISC	L.S.	L.S.	\$ _____	_____ _____ / LS	\$ _____
TOTAL COUNTY HWY. #22					\$ _____	
GRAND TOTAL COUNTY HWY. #1 & #22					\$ _____	

This is / is not a tied bid.(Circle is or is not)

The undersigned bidder hereby expressly acknowledges his understanding of and his agreement to comply during the performance of any work under any contract resulting from this bid with all equal opportunity obligations as set forth in 41 CFR Part 60:1 and Part 60:4 and 40 CFR Part 8.

Respectfully submitted:

Signature

Title and Date

Address

(SEAL - if BID is by a corporation)

ATTEST _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and

as Surety, are hereby held and firmly bound unto

_____ as owner for the

penal sum of

of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this ____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate.
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract, attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety

and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

SEAL

By:

CONTRACT

THIS AGREEMENT, made on the _____ day of _____, 2016

BY and between BEADLE COUNTY, SOUTH DAKOTA, Party of the

first part, hereinafter called the OWNER, AND

Party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agree as follows:

ARTICLE I -- SCOPE OF THE WORK: Beadle Co. Highway #1 & #22,

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the plans and described in the specifications for the project entitled: Asphalt Overlay Beadle County Highway #1& #22.

All in accordance with the requirements and provisions of the Contract Documents as defined in the General Conditions which are hereby made a part of this agreement.

ARTICLE II -- TIME OF COMPLETION

(a) The work to be performed under this Contract shall be commenced within 30 calendar days after the date of written notice to the Owner of the Contractor to proceed, and shall be completed by October 15, 2017. Should the project be incomplete at the time of the agreed upon completion date as amended by any extensions of time as provided, the Contractor shall pay to the County the sum listed in the General Provisions each calendar day until the project is completed. Any such payments shall be considered liquidated damages, not a penalty.

ARTICLE III -- ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice that the work is ready for Final inspection and acceptance, the County shall within 15 days make such inspection, and when he finds the work acceptable under the Contract and the Contract Fully performed he will promptly issue a final certificate, over his own signature, stating that the work required by this Contract has been

completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the Owner within 30 days after the date of said final certificate.

(b) Before final payment is due the Contractor shall submit evidence satisfactory to the Highway Superintendent that all payrolls, material bills, and other indebtedness connected with work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.

(c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within 12 months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

(d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted.

Such payment shall be made under the terms and conditions governing final Payment, except that it shall not constitute a waiver of claims.

ARTICLE IV -- CONTRACT DOCUMENTS

Contract Documents shall consist of the following component parts:

1. Advertisement for Bids
2. Instructions to Bidders
3. The Accepted Proposal
4. This Instrument
5. Specifications
6. Plan Sheets
7. Performance and Payment Bond

This instrument, together with the documents herein above mentioned, form the contract, and they are as fully a part of the contract as if hereto attached or herein repeated. In the event

that any provision in any of the component parts of this contract conflicts with any

provision of any other component part, the provision on the component park first enumerated herein shall govern, except as otherwise specifically stated.

IN WITNESS THEREOF, the parties have caused this instrument to be executed in 3 original counterparts as of the day and year first above written.

Contractor:

Countersigned:

By _____

Title _____

Owner: Beadle County

Attest:

(County Auditor)

By _____

Chairman of the Board of
Commissioners

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____
(Contractor)

hereinafter called "Principal", and _____
(Surety)

a corporation, organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of South Dakota, hereinafter called "Surety", are held and firmly bound unto the Owner, hereinafter called "Oblige", in the just and full sum of _____ Dollars (\$_____) lawful money of the United State of America to be paid to the State of South Dakota, which payment to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that:

WHEREAS, Principal has entered into the Contract with Oblige, date this _____ day of _____, 20____, for the construction of

PROJECT NAME: _____

PROJECT LOCATION: _____

which Contract is herein referred to and made a part hereof as fully and to the same extent as if the same were entirely written herein; and

WHEREAS, it was one of the conditions of the award by Oblige of the Contract entered into that these presents should be executed.

PROVIDED, FURTHER, that the Surety, for consideration received, hereby stipulates and agrees that non change, extension of time, alteration or addition to the terms of the Contract, to work to be performed thereunder or to the specifications accompanying the Contract shall in any manner affect its obligation on this Bond. The Surety hereby does waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal in all respects complies with the terms and conditions of the Contract and his (their or its) obligations thereunder, including specifications therein referred to and made a part

