

Bidding Documents

Project # MC 17-05

Installation of County Wide NCHRP 350 TL3 High Tension Cable Guardrail

Various County Routes

Minnehaha County, South Dakota

Bid Date: February 21, 2018



We listen. We solve.®

Prepared by:
Ulteig Engineers Inc.
5701 S Corporate Place, Suite 1
Sioux Falls, SD 57106

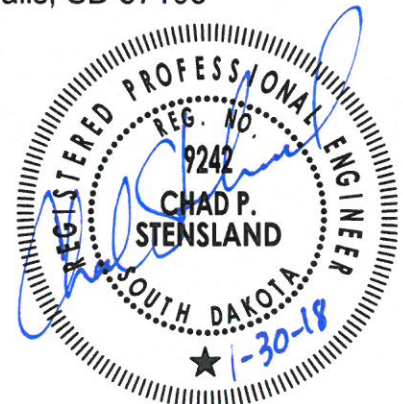


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Notice to Bidders

Minnehaha County Highway Department requests bids for "Installation of County Wide NCHRP 350 TL3 High Tension Cable Guardrail – On Various County Routes".

This project consists of the installation of High Tension Cable Guardrail at various locations in Minnehaha County on the County Highway System.

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 21, 2018. 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 5, 2018 & February 12, 2018**

Garretson Gazette on **February 8, 2018**

Minnehaha Messenger on **February 7, 2018**

Construction Instructions to Bidders

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, 13-20-7.1)

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 21, 2018
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, 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, etc., 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. 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.
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 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/or qualifying bids are received, the County may negotiate a contract for the best price. 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, 13-20-7.1, 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:

Ulteig Engineers Inc.
Attn: Chad Stensland, PE
5701 S Corporate Place, Suite 1
Sioux Falls, SD 57108
605-323-2306
Chad.stensland@ulteig.com

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 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.

PROPOSAL FORM

Project #: **MC 17-05**

Bid Date: **Wednesday, February 21, 2018**

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.	Bid Item No.	Item Description	Quantity	Unit	Unit Bid Price	Amount Bid
1	009E0010	Mobilization	1	LS		
2	110E1690	Remove Sediment	4.6	Cu Yd		
3	110E1693	Remove Erosion Control Wattle	2000	Ft		
4	120E6100	Water for Granular Material	15.8	MGal		
5	230E0100	Remove and Replace Topsoil	1	LS		
6	260E1010	Base Course	1313	Ton		
7	634E0010	Flagging	650	Hour		
8	634E0110	Traffic Control Signs	345	Sq Ft		
9	634E0120	Traffic Control, Miscellaneous	1	LS		
10	629E0110	NCHRP 350 Test Level 3 High Tension Cable Guardrail	7768	Ft		
11	629E0290	NCHRP 350 Test Level 3 High Tension Cable Guardrail Anchor Assembly	26	Each		
12	730E0204	Type B Permanent Seed Mixture	21.5	Lb		
13	734E0102	Type 2 Erosion Control Blanket	7502	Sq Yd		
14	734E0150	6" Diameter Erosion Control Wattle	2000	Ft		

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.

Time of Performance: The bidder will commence work under this contract and fully complete the project by June 28, 2018. Bidder further agrees to pay as liquidated damages the amount specified in Section 8.7 of the SDDOT Standard Specifications for Roads and Bridges (current edition), for each working day thereafter that the project remains uncompleted.

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)

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

_____ Excise Tax Number

_____ Sales Tax Number

OFFICIAL ADDRESS AND PHONE NUMBER:

_____ Address

_____ City, State, Zip

_____ Phone Number

_____ Fax

_____ Email Contact

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.

Special Provision for Contract Time

This project has been divided into several locations as shown in the plans. The interim completion time for each location will not start until the contractor begins work.

The following items will be subject liquidated damages.

1. Interim Completion of Work (Guardrail Locations)
 - a. The Contractor shall complete all work except for final erosion control stabilization at each guardrail installation location within fourteen (14) calendar days after work at that location begins.
 - b. The Contractor shall have one (1) calendar day to return to all sites to pre-project condition and install final erosion control stabilization.
 - c. Substantially complete shall be defined as having the items listed in item "a" completed and the highway open to traffic.
 - d. Liquidated damages of \$450 per calendar day per location shall apply for every calendar day past the fourteen (14) calendar days specified the work is not Substantially completed at each location.
2. Final Completion of Work
 - a. Final completion of work shall be by June 28th 2018.
 - b. Liquidated Damages per Section 8.8 of the SDDOT Standard Specification for Roads & Bridges shall apply to the work that is not completed by June 28th 2018.
 - c. Fully complete shall be defined as having all items of work identified in the plans and specifications completed and all areas of the work zone restored to pre-project condition, and all lanes open to traffic.