



YANKTON COUNTY HIGHWAY DEPARTMENT

3302 W City Limits Road • Yankton, SD 57078

Ph: 605-260-4473 • Fax: 605-260-4492

HWY 52 Bike Path Asphalt Overlay Bid

Sealed bids will be received by the Board of Yankton County Commissioners of Yankton County, South Dakota. These bids will be received no later than **11:00 am on Thursday, December 2nd, 2021**. At that time, the sealed bids will be opened and publicly read at the Commission Meeting Room in the Yankton County Government Center, 321 W 3rd Street, Yankton, South Dakota.

Please provide for the scope of work listed below

Project:

Two inch asphalt overlay over the existing recreation trail the entire length and width of the trail. The trails length is approximately 4,200 ft. long by 10 ft. wide. The section of the trail to be asphalt paved would be between West City Limits Rd/Chalkstone Road (east) along SD HWY 52 to Chalkstone Road (west) at the bottom of the hill on HWY 52.

Item No.	Quantities	Item Description	Unit Price	Extended Amount
1.		Mobilization	\$	\$
2.		Asphalt – Class E 2 Hot mix	\$	\$
3.		Tack oil – SS-1h or CSS-1h	\$	\$
4.		Labor/Equipment	\$	\$
5.				
TOTAL CONTRACT AMOUNT				\$

The above bid includes all applicable state and municipal sales and use taxes on materials and state and municipal excise taxes and all other state and federal taxes that would affect the amount of the bid.



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Project requirements

- Tack oil
- 2" thick of Class E2 Asphalt
- All traffic control and other safety measures are to be furnished by the contractor
- Trail pavement must transition to all approaches and entrances along the trail
- Project cost to include clean up, disposal of materials and waste

1. CLAIMS FOR MATERIALS, EQUIPMENT AND LABOR: The Contractor further agrees to pay all claims for material, supplies, tools, appliances and labor, and all other just claims incurred by him or any of his agents in carrying out the provisions of this Contract.

2. INSURANCE: The Contractor, at all times during the term of this Contract, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

a. Commercial General Liability Insurance: The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two times the occurrence limit.

b. Business Automobile Liability Insurance: The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

c. Workers' Compensation Insurance: The Contractor shall maintain workers' compensation and employer's liability insurance as required by South Dakota law.

d. Certificates of Insurance: Before beginning work under this Contract, the Contractor shall furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the County. Contractor shall furnish copies of insurance policies if requested by the County.

3. REPORT OF INJURY OR ACCIDENT: Contractor agrees to report to Yankton County any event encountered in the course of the performance of this Contract which results in injury to the person or property of third parties, or which may otherwise subject consultant or the County to liability. Contractor shall report any such event to the County immediately upon discovery. Contractor's obligation under this section shall only be to report the occurrence of any event to the County and make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g. attorney/client communications). Reporting to the County under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirements of any applicable law.



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4. **INDEMNITY:** Contractor agrees to indemnify and hold Yankton County, its officers, agents and employees harmless from and 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 the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the County, its officers, agents or employees.

5. **STANDARD TITLE VI ASSURANCES AND NON-DISCRIMINATION PROVISIONS:** Yankton County requires that all contractors, vendors and suppliers, doing business with Yankton County place on file with the Yankton County Highway Department a Statement of Affirmative Action that says the Contractor does comply with the rules of Title VI of the Civil Rights Act of 1964 and does not discriminate in its employment practices with regard to race, religion, age, sex, national origin or disability.

6. **WAGE:** Davis Bacon wage documentation will need to be provided by the contractor for this project.

7. **SUBCONTRACTOR:** The Contractor may not use subcontractors to perform the services described herein without the express prior written consent of the County. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Contract, to indemnify the County, and to provide insurance coverage for the benefit of the County in a manner consistent with this Contract. The Contractor will cause its subcontractors, agents and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

8. **CONTRACTOR IS AN INDEPENDENT CONTRACTOR:** While performing services hereunder, the Contractor is an independent contractor and not an officer, agency or employee of Yankton County.

9. **TERMINATION FOR DEFAULT:** This Contract may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Contract may be terminated by the County at any time with or without notice. If termination for such a default is effected by the County, any payments due to the Contractor at the time of termination may be adjusted to cover any additional costs to the County because of Contractor default. Upon termination the County may take over the work and may award another party a contract to complete the work under this Contract. If after the County terminates for a default by the Contractor it is determined that the Contractor was not at fault, then the termination shall be considered to be for the convenience of the County as set forth in Paragraph 10.

10. **TERMINATION FOR CONVENIENCE:** The County may terminate this contract upon written notice for its convenience and without cause. Termination for convenience is not a default by the County. Upon such termination, the Contractor shall immediately cease work. The Contractor shall be paid for eligible services rendered and expenses paid up to the date of termination and reasonable compensation for actual cost of demobilization. Contractor shall not be entitled to compensation for lost profits.



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11. **TERMINATION FOR LACK OF FUNDS:** This Contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Contract will be terminated for convenience by the County. Termination for any of these reasons is not a default by the County nor does it give rise to a claim against the County.

12. **ASSIGNMENT/AMENDMENT:** This Contract may not be assigned without the express prior written consent of the County. This Contract may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

13. **COMPLIANCE WITH LAWS, REGULATIONS AND CODES:** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Contract and will be solely responsible for obtaining current information on such requirement.

14. **SEVERABILITY:** In the event that any court of competent jurisdiction shall hold any provision of this Contract unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

15. **EXCLUSION OF OTHER TERMS AND CONDITIONS:** All other prior discussions, communications and representations concerning the subject matter of this Contract are superseded by the terms of this Contract; and except as specifically provided herein, this Contract constitutes the entire Contract with respect to the subject matter hereof.

16. **TIME:** The Contractor shall not commence work under this Contract until Contractor has obtained all required insurance, such insurance has been approved by the County and the Contractor. Work will be completed by June 30th, 2022. The effective date of this Contract shall be the date upon which Yankton County has executed this Contract.

17. **IRS FORM W-9:** To enable the County to process payment, the Contractor shall complete IRS Form W-9 and return it as part of the bid/contract.

18. **CONTRACTOR'S EXCISE TAX LICENSE CERTIFICATION:** The County cannot award a contract unless the Contractor has a contractor's excise tax license. The Contractor shall attach a copy of the Contractor's Excise Tax License Certification along with the bid/contract.



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19. The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the County if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

The Board of Yankton County Commissioners reserves the right to accept or reject any or all bids. Each bid must be enclosed in plain envelopes addressed to Yankton County Auditor, 321 W 3rd Street, Yankton, SD 57078. Mark as to the type of bid enclosed. Any bid documents not received by the Auditor by 11:00 AM or unsealed will not be opened or considered.

Project completion date June 30th, 2022.

Attached is a map to show the project lay out. For any questions contact Yankton County Highway Department, Mike Sedlacek at 605-260-4473.

BIDDER'S INFORMATION

Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____



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In witness, whereof the party of the first part has approved this agreement and authorized the chairman and county auditor to sign and the party of the second part has affixed his/her signature hereto on the _____ day of _____, 2021.

Signature of Bidder

Yankton County, South Dakota

By: _____
Chairman, Board of Commissioners

Attest: _____
County Auditor