

YANKTON COUNTY HIGHWAY DEPARTMENT

3302 W. City Limits Road

YANKTON, SOUTH DAKOTA 57078

NOTICE TO BIDDERS CRUSHING AND STOCKPILING GRAVEL

Sealed bids will be received by the board of County Commissioners of Yankton County and Clay County at the Yankton County Government Center until the hour of **11:00 A.M.** on Wednesday **October 28, 2026**, at which time bids will be publicly opened and read aloud. Bids will be taken for a **sixty thousand (60,000) ton** on 2 30,000-ton stockpiles. The site is located on the north side of 304th St ¼ mile east of 429 Ave (parcel ID 14.005.300.100).

All bids must be accompanied by a certified check, cashier's check or bank draft issued by a National Bank or State Bank domiciled within the State of South Dakota and made payable to Yankton County, South Dakota, in the amount of five percent (5%) of bid, or in lieu thereof, bid bond may be furnished by the Contractor in the amount of ten percent (10%) of bid.

The Board of County Commissioners of Yankton County reserves the right to accept or reject any or all bids and waive defects of informality if deemed in the best interest of Yankton County to do so.

Envelopes containing bids must be sealed and addressed to the Yankton County Auditor, 321 W. 3rd St. Suite 100, Yankton, South Dakota, 57078 and be marked "Crushed Gravel Bids".

Patty Hojem
Yankton County Auditor

Mike Sedlacek
Yankton County Highway Superintendent

**Yankton County Highway Dept.
3302 W. City Limits Road
Yankton, SD 57078**

PROPOSAL FORM

TO THE HONORABLE BOARD OF COMMISSIONERS OF YANKTON COUNTY,
YANKTON, SOUTH DAKOTA

Commissioners:

The undersigned being familiar with all the details, conditions, and requirements hereby proposes to furnish all labor, tools, and equipment necessary for crushing gravel.

BID ITEM "A" Cost of gravel surfacing, three quarter inch (3/4")

For the crushing of **Sixty Thousand Tons (60,000)** of gravel meeting specifications. The site is located on the north side of 304th St ¼ mile east of 429 Ave (parcel ID 14.005.300.100).

UNIT PRICE BID, _____ PER TON

BID ITEM "B" Cost of Performance Bond

ADD _____ LUMP SUM

The undersigned submits herewith the bid security required by the Contract Documents. In submitting the bid, it is understood that the right is reserved by the County to reject any or all bids, and it is agreed that this bid may not be withdrawn for thirty (30) days.

Bidders Name: _____

Company Name: _____

Address: _____

City: _____

Phone #: _____

Signature of Bidder: _____

CRUSHING GRAVEL

FOOT NOTES: 1. The fraction passing the #200 sieve shall not be greater than 2/3 of the fraction passing the #40 sieve. In no case shall the upper limit specified for the #200 sieve be exceeded.

REQUIREMENT	CLASS D		CLASS E		CLASS G		CLASS S
	TYPE 1	TYPE 2	TYPE 1	TYPE 2	TYPE 1	TYPE 2	
% PASSING SIEVE							
3/4 inch	100		100		100		
1/2 inch	75-95	100	75-95	100	75-95	100	100
3/8 inch							80-100
Number 4	50-70	60-80	50-70	60-80	50-70	60-80	24-45
Number 8	35-55	43-63	35-55	43-63	35-55	43-63	10-22
Number 16	24-42	28-48	24-42	28-48	24-42	28-48	
Number 40	14-28	14-30	14-28	14-30	14-28	14-30	
Number 200	4-10	4-12	4-8	4-10	4-8	4-10	2-5
Processing required	Crushed		Crushed		Crushed		Crushed
Liquid Limit, max.	25		25		25		25
Plasticity Index, max.	4		3		3		3
L.A. Abra. Loss, max.	40%		40%		40%		40%

REQUIREMENT	SUB-BASE	GRAVEL CUSHION	AGGREGATE BASE COURSE	LIME STONE LEDGE ROCK BASE COURSE	GRAVEL CUSHION	GRAVEL SUR-FACING
% PASSING SIEVE						
2 inch	100					
1 inch	70-100		100	100		
3/4 inch		100	80-100	80-100	100	100
1/2 inch			68-91	68-90		
Number 4	30-70	50-75	46-70	42-70	46-70	50-78
Number 8	22-62	38-64	34-58	29-53	29-53	37-67
Number 40	10-35	15-35	13-35	10-28	10-28	13-35
Number 200	0-15	3-12	3-12	3-12	3-12	4-15
Processing Required	Crushed	Crushed	Crushed	Crushed	Crushed	Crushed
Liquid Limit, max.		25	25	25	25	
Plasticity Index, max.	0-6	0-6	0-6	0-3	0-3	6-10
L.A. Abra. Loss, max.	50	40	40	40	40	40

GENERAL CONDITIONS

1. All work shall be in accordance with State and Federal Laws and local rules and regulations.
2. Yankton County shall negotiate the Materials Agreement with the landowner and pay all royalties.
3. Yankton County does not in any way guarantee there is sufficient material at the site to complete the contract. The Contractor is responsible to visit the site and make his own determination of the existing conditions.
4. Yankton County reserves the right to require a Performance Bond. The Contractor shall state on the Proposal Form the amount to be added to the contract should the County require a Performance Bond.
5. The Contractor shall work only in the portion of the pit as laid out by the Highway Superintendent or a designated representative. Indiscriminate pit usage will not be tolerated. The stripping and leveling and reclaiming will be disposed of in a suitable and acceptable manner as ordered by the Highway Superintendent or designated representative in compliance with option terms. The cost of stripping and leveling/reclaiming shall be included in the unit price per ton of gravel. The Contractor shall comply with the Federal Mine and Safety and Health Act of 1977, Public Law 91-173 as amended by Public Law 95-164.
6. Payment will be made on the price bid after completion and acceptance as based on the actual tons stockpiled by the bidder. Gravel must be weighed on a belt scale. The County may, if deemed necessary, have an engineer to measure the stockpiles to determine quantities. This cost will be paid by the County unless contractor problems caused the need to measure the stockpile.
7. Specifications to be used are the South Dakota State Highway Department Specifications for Road and Bridges, 2025 Edition, and required Provisions, Supplemental Specifications and/or Special Provisions as included in the proposal.
8. The Contractor must use a Proposal Form in submitting bids.

SPECIAL CONDITIONS

1. **Work:** Once started work shall not be interrupted and shall be completed in a timely manner unless of inclement weather.
2. **Contract Completion:** Date of completion shall be **June 1, 2027**.
3. **Liquidated Damages:** Time is of the essence. To ensure the contract is completed in accordance with the established completion dates, the County will assess Liquidated damages in the amount of **\$150.00** per calendar day that the contract remains uncompleted. This is not a penalty but represents costs that could be incurred by the County for late completion. No bonus will be paid for early completion.
4. **Testing:** Contractor shall, at his own expense, hire an independent testing firm to conduct tests as required to ensure material meets specifications. Samples shall be taken for every **3000** tons, or every other day. A copy of the test results shall be mailed directly to the County Highway Superintendent. Payment shall not be made for material not meeting specifications unless Superintendent determines variance is minor. The County, at its own expense, may sample and test the gravel to make sure it meets specifications.
5. **Weighting of Materials:** The contractor shall have a conveyor equipped with a certified and properly calibrated belt scale. The contractor shall have scales accuracy verified on a daily basis.
6. The County intends to have **60,000 tons** of crushed material. In the event there is not sufficient material to develop the amount, the County shall pay the unit bid price for the material actually crushed. The County shall not pay for any material over **60,000 tons** unless specifically authorized by the Highway Superintendent.
7. The contractor shall construct a suitable haul road, sixteen (16) feet wide with three (3) inches of gravel to the nearest County Road.

CONTRACT

This AGREEMENT, made by and between Yankton County, State of South Dakota, acting by and through the Yankton County Board of Commissioners, Party of the first part, and , Party of the second part, herein after called the Contractor.

The said work shall be performed in accordance with the true intent and meaning of the plans and specifications, including the Special Provisions, General Conditions, plans and specifications, are here by referred to and made an essential part of this contract as fully and to the same effect as if the same had been set forth and shown at length in the body of this contract. The party in the first part, however, reserves the right to make such alterations, additions, or deductions as are set forth in the specifications provided for in this contract.

It is mutually agreed by and between the parties to this contract that the notice to Contractors, the foregoing proposal and contract shall be bound herewith and are hereby a part of this contract. The said Contractor further agrees to pay all just claims for the materials, supplies, food, tools, appliances, labor, and all other claims incurred by him, and/or any of his subcontractors, in carrying out the provisions of this contract, and further agrees that the contract bond shall be held to cover all such claims.

The said Contractors further agree to pay the Employment Security Department of South Dakota all contributions and interest due under the provisions of the applicable South Dakota Laws and wages paid to individuals employed in the performance of said contract. Said contract shall be withheld until the Contractor shall furnish to the County of Yankton a certificate from the Employment Security Department of South Dakota showing that all contributions and interest due to the Employment Security Department of South Dakota in the Performance of the contract have been paid.

It is further understood and agreed by and between the parties to this contract that the work embraced under this contract shall be as specified. In consideration of the faithful performance of the work, embraced under this contract, according to the terms and to the satisfaction of the party of the first part, said party of the first part agrees to pay the Contractor such unit or lump sum prices for the work actually done as are set forth in the proposal accompanying this contract and in the manner and subject to the conditions as set forth in the said specifications.

BID AWARD

The Contractor is hereby awarded the bid to crush gravel for Yankton County for the unit bid price of \$ _____per ton.

PERFORMANCE BOND: Contractor shall provide a Performance Bond in the amount of \$ _____

IN WITNESS WHERE OF, the parties hereto have caused this agreement to be executed on the 5th day of November **2026**

COUNTY OF YANKTON
Acting by and through it's
BOARD OF COMMISSIONERS

CONTRACTOR

(SEAL)

By _____
Chairman of the Board

By _____
Company Representative

ATTEST

By _____

Patty Hojem, Auditor