

**Retention Pond, Outlet Structure CAT.5.6
South Dakota State University
Brookings, South Dakota
OSE# R0323--06X/ARPA
2023**

CONTRACTOR'S BID DATE: Thursday, April 20, 2023 at 2:30 PM CT

PLACE TO FILE FOR
CONTRACTOR'S BIDS: Office of the State Engineer
Joe Foss Building
523 East Capitol Avenue
Pierre, SD 57501-3182

ADDENDUM NO. 1

April 7, 2023

TO ALL PLANHOLDERS:

The following changes, clarifications, additions, and/or deletions are hereby made a part of the contract documents for the above-referenced project, as fully and completely as if the same were fully set forth therein. This addendum takes precedence over any items that may conflict.

GENERAL

1. Question and answer log regarding the project is attached and can be found at <https://www.hrgreen.com/about/bidding-info/>

PROJECT MANUAL

2. Replace the Bid Form in its entirety with the attached, due to changes in quantity for the following items:
 - Bid item #10 CLASS B RIPRAP
 - Bid item #21 TYPE B DRAINAGE FABRIC

PLANS

3. Refer to Sheet G-2 – General Notes and Quantities:

Revise quantities in the ESTIMATES OF QUANTITIES table as follows: Bid item #10 CLASS B RIPRAP to 230 Ton and Bid item #21 TYPE B DRAINAGE FABRIC to 200 SY.

Add the following note prior to “PERMITS.” The disclaimer form is attached to this addendum.

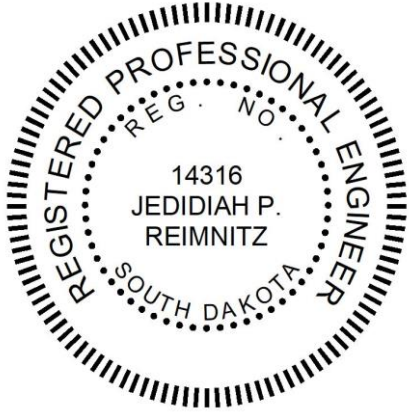

ELECTRONIC DESIGN FILES

Electronic design files WILL be available to the Contractor prior to the bid letting if requested, subject to the following conditions:

- a. A signed disclaimer agreement shall be required from each Contractor requesting the electronic design files prior to distribution.
- b. Electronic design files will be distributed as DWG files. The Contractor will be responsible for obtaining the appropriate software to open, analyze, and/or convert these file formats for their own use, and understand the risks and limitations associated with that software.
- c. The electronic design files for distribution may be limited to the following: existing survey line work, existing ground surface model, proposed design utility and surfacing line work, and finished ground surface model. Additional information may be distributed at the Engineer's discretion.
- d. The electronic design files will not include any modifications due to addendum unless specifically noted in an addendum.
- e. The electronic design files are provided for reference only. In the event of a discrepancy between the electronic design files and the contract documents, the contract documents shall prevail.

Requests for the electronic design files should be made by signing the disclaimer agreement attached with this addendum and submitting it to wbrua@hrgreen.com. Electronic design files will be furnished to the Contractor within two (2) business days from receipt of the signed disclaimer agreement.

All bidders shall acknowledge receipt and acceptance of ADDENDUM NO. 1 by signing the space provided on the Bid Form.

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly registered Professional Engineer under the laws of the State of South Dakota.	
		Date: 4/7/2023
	<hr/>	
	JEDIDIAH REIMNITZ, P.E.	
	License No. 14316	
My renewal date is May 31, 2023		
Pages or sheets covered by this seal:		
Entire document		
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BIDDING QUESTIONS LOG

Project: Retention Pond, Outlet Structure CAT.5.6, South Dakota State University
Brookings, South Dakota, OSE# R0323--06X/ARPA

RE: Questions received prior to bidding

Q: Can contractors request electronic cad files prior to bidding?

A: Yes, contractors may email request to bcolby@hrgreen.com and will be provided a disclaimer form to sign and return. Files will be sent within 2 days of receiving signed disclaimer.

Q: There's a bid item for "Remove RCP and Plug Pipe". Are we removing the pipe or plugging the pipe? Which pipe is this referring to? I do not see any removal plans.

A: See sheet G-2 for bid item notes and sheets C-1 (key notes) & C-2 for location. There are no separate sheets for removals.

Q: Is it expected that the contractor needs to haul away a lot of dirt?

A: The unclassified excavation quantity is the approximate cut expected for the project. Thicker layer of topsoil is expected to be present and topsoil left from site restoration is to be hauled to SDSU's site of choice (G-2). The rest of the excess soil excavated is to be hauled off site.

Q: Can excess material stay onsite and be spread out to the east (Graded to Drain to the channel)?

A: It cannot stay on site or be spread on the east as there are wetlands present and we cannot fill them. The proposed project does not impact any wetlands.

Q: What is the objective of the project? Is the intent to create another pond east of Stadium road, west of the proposed inlet channel?

A: The objective is to lower the flooding upstream of the drainage. In regular storm events the main flow will be through the inlet channel, through culvert and into the main pond. In large storm events, the flow would overflow into the existing ditch and to the west "overbank" where there is proposed cut per detail 2/C-5 as a temporary storage until the water level subsides. It is not another pond, in a sense that it is anticipated to be dry most of the time.

Q: Is the unit of water for compaction in million gallons?

A: Mgal is 1,000 gallons, so 30,000 gallons has been estimated for water for compaction.

Q: What locations are the rip rap required in the project?

A: Rip rap are to be placed at the outlet channel and the 2 RCP footings.

Q: What does the traffic control plan consists of?

A: On sheet G-3, a standard plate for "work beyond the shoulder" has been included and general notes on sheet C-1. No road closure is planned.

BID FORM

**Retention Pond, Outlet Structure CAT.5.6
South Dakota State University
Brookings, South Dakota
OSE# R0323--06X/ARPA**

Date: April 20, 2023, 2:30 PM CT

To: State Engineer, Office of the State Engineer
Joe Foss Building
523 East Capitol
Pierre, South Dakota 57501

Phone: 605-773-3466

The undersigned, being familiar with the local conditions affecting the work, and with the Contract Documents, including the Invitation to Bid, Instructions to Bidders, Bid Form, Explanation of Alternates, Modification to Bid Form, Bid Bond Form, Performance and Payment Bond, Acknowledgment of Surety, Sample Certification of Surety, Non-Resident Bidder Affidavit, Form of Agreement for Construction, General Conditions, Special Conditions, Technical Specifications, Plans and Addenda which govern the purchase of material and labor and the awarding of contracts hereby proposes to do all the work and provide all the material and equipment which pertains to

Retention Pond, Outlet Structure CAT.5.6, South Dakota State University, Brookings, South Dakota

OSE# **R0323--06X/ARPA**

as provided for in the Plan and accompanying Specifications dated **March 31, 2023**

for the following base bid and alternates:

BASE BID _____

_____ DOLLARS (\$ _____)

UNIT PRICES:

For changing quantities of work items from those indicated by the contract drawings upon written instruction from the Architect and State Engineer, the following unit prices shall prevail:

Item No.	Item Description	Unit	Qty	Unit Price	Total
1	MOBILIZATION	LS	1		
2	CONSTRUCTION STAKING	LS	1		
3	UNCLASSIFIED EXCAVATION	CY	5,630		
4	CONTRACTOR FURNISHED BORROW	CY	60		

5	WATER FOR EMBANKMENT	MGAL	30		
6	SCARIFY AND RECOMPACT	SY	1915		
7	PLACING TOPSOIL	CY	3610		
8	SALVAGE TOPSOIL	CY	3610		
9	TRAFFIC CONTROL	LS	1		
10	CLASS B RIPRAP	TON	230		
11	WEED CONTROL	SY	57350		
12	SEEDING - SEED MIX TYPE 1	LBS	28		
13	SEEDING - SEED MIX TYPE 2	LBS	190		
14	BONDED FIBER MATRIX	TON	4.7		
15	TURF REINFORCEMENT MAT - TYPE 1	SY	586		
16	EROSION CONTROL BLANKET - TYPE 1	SY	12030		
17	POND DEWATERING	LS	1		
18	BIOLOG	FT	3335		
19	FLOATING SILT CURTAIN	FT	80		
20	SWEEPING	HR	16		
21	TYPE B DRAINAGE FABRIC	SY	200		
22	REMOVE RCP AND PLUG PIPE	LS	1		
23	FLARED END SECTION FOOTING - 24" FES	EA	1		
24	FLARED END SECTION FOOTING - 42" FES	EA	1		
25	TEMPORARY VEHICLE TRACKING CONTROL	EA	1		

The above unit prices shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with Article 14 of the General Conditions.

The Owner also reserves the unrestricted privilege to reject any unit prices for additions to or deductions from the scheduled amount of work as given in the Bid, if the same are considered excessive or unreasonable, or to accept by including the same in the contract as unit prices applicable in the event of addition to or deduction from the work to be performed under the contract, any or all such unit prices which may be considered fair or reasonable.

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. (See Instructions to Bidders-SD Sales and Use Tax Information for Public Contracts.)

In addition, any material furnished by the State for use in this project is subject to Use Tax and Excise Tax. The total taxable value of materials furnished by the State for this project is \$ _____.

A Performance and Payment Bond as required by General Conditions will not be required on contracts which do not exceed One Hundred Thousand Dollars (\$100,000). (See SDCL 5-21-1.1 as amended).

If discrepancies remain at the time of substantial completion, a value will be assigned to each of the discrepancies and two (2) times their estimated value will be retained from payment to the Contractor until completed and accepted. (See SDCL 5-18-13 as amended).

Within ten (10) days after Contractor's receipt of the Agreement for Construction, the Contractor shall submit to the Office of the State Engineer, the executed Agreement for Construction, Performance and Payment Bond, Certificates of Insurance and Affirmative Action Plan (if applicable).

Work shall be commenced within ten (10) consecutive calendar days after written Notice to Proceed by the State Engineer and shall be substantially completed October 27, 2023.

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

Addenda Nos. _____ dated _____ respectively.

The undersigned acknowledges that they have read and understand the Asbestos-Containing Materials Statement contained in the project manual.

Accompanying this proposal is 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 in the amount of \$ _____ or a 10% bid bond issued by a surety authorized to do business in the State of South Dakota, in the amount of \$ _____. *(Not applicable if Bid is under \$100,000.)*

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any irregularities. It is further understood by the Bidder that he may not withdraw his Bid within 30 days after the actual opening thereof.

In submitting this bid, bidder asserts it has reviewed all provisions of the General Conditions including the provision for assessment of liquidated delay damages found in Article 10 of the General Conditions. Bidder agrees that the damages anticipated by the Owner in the event of delay in completion of the project are uncertain in amount and difficult to prove; the amount stipulated in Article III of the Agreement for Construction is a reasonable amount in light of the anticipated loss and injury; and the Owner's actual damages in the event of delay would be impracticable or extremely difficult to fix. Bidder agrees to be bound by the liquidated damages set forth in Article III of the Agreement for Construction. Bidder further agrees that the liquidated amount stipulated in Article III of the Agreement for Construction is not a penalty.

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

The undersigned further acknowledges that they have read, understand, and agree to the information stated in the Instructions to Bidders.

BIDDER: _____ (Type Name of Firm)
BY: _____ (Signature of Firm's Representative)
_____ (Type Name and Title of Firm's Representative)
TELEPHONE NO. _____
E-MAIL ADDRESS _____
BUSINESS ADDRESS _____ _____
STATE OF INCORPORATION _____



DISCLAIMER

HR Green, Inc. (HR Green) makes these files available for information purposes only. While HR Green intends for the data to be accurate and reliable, no warranty either expressed or implied is made regarding the accuracy, validity, or reliability of the data. The Recipient must rely on the hardcopy or original signed drawings for accuracy, validity, reliability and completeness. HR Green cannot guarantee that changes to the data files will not be made by other persons or entities.

HR Green reserves the right to revise, update, and improve its electronically stored data without notice and assumes no responsibility for any damages which may arise as a result of the use of its data.

HR Green is not responsible for making the files compatible with any system or software package other than the one on which the files were originally prepared.

The Recipient agrees to the fullest extent permitted by law, to indemnify and hold the HR Green and the Owner harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by the Recipient or from reuse of the drawings and data without the prior written permission of HR Green and the Owner and from any and all liability in connection with the use of the files. The Recipient shall not give the files to any person outside of their organization or company without the express written permission of HR Green. If the Recipient discloses their files to a third party, the third party shall release HR Green and the Owner from any and all liability in connection with the use of the files.

HR Green makes every effort to ensure the storage media is virus free; however, HR Green assumes no responsibility for any damages caused by the installation of this data.

Use of the electronic files indicates that the Recipient accepts the above conditions. If these conditions are unacceptable, the electronic files should be returned promptly to HR Green and all copies destroyed.

Recipient represents that these electronic files will be used solely for **Bidding purposes only of the project Retention Pond, Outlet Structure CAT 5.6 South Dakota State University, Brookings, SD OSE# R0323-06X/ARPA**. Recipient accepts all responsibility and liability associated with any use other than that for which they are intended.

RECIPIENT

HR GREEN, INC.

Signature

Signature

Print/Type Name

Print/Type Name

Company Name

Date

Date

Files transferred: ACAD-Retention Pond Outlet Structure CAT 5.6.zip