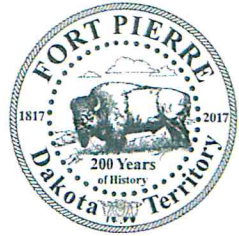


CITY OF FORT PIERRE  
PO BOX 700 - 08 E 2<sup>ND</sup> AVE  
FORT PIERRE, SD 57532  
605-223-7690



**SPECIFICATIONS**  
**FOR**  
**THE CITY OF FORT PIERRE**

**2017 RECREATIONAL TRAIL RESURFACING PROJECT**

I hereby certify that these plans, specifications, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of South Dakota.



Richard A. Hahn, PE

6/20/17  
Date

5821  
Registration No.

CITY OF FORT PIERRE  
FORT PIERRE, SOUTH DAKOTA  
JUNE 2017



**The City of Fort Pierre**  
**2017 RECREATIONAL TRAIL RESURFACING PROJECT**  
**Project No. FP2017R01**

[Table of Contents](#)

NOTICE OF CALL FOR BIDS .....	4
INFORMATION FOR BIDDERS .....	5
BID .....	7
STANDARD CONTRACT DOCUMENTS .....	9
CONTRACTOR'S RESPONSIBILITIES.....	11
OWNER'S RESPONSIBILITIES .....	11
SPECIFICATIONS .....	12
PROJECT LOCATION MAP .....	14
TYPICAL SECTION .....	15
STANDARD DETAILS AND STANDARD PLATES .....	18

## NOTICE OF CALL FOR BIDS

The City of Fort Pierre in Fort Pierre, South Dakota, will receive FIRM sealed bids at the City of Fort Pierre, 08 E 2<sup>ND</sup> Ave , Fort Pierre, South Dakota, 57532, until 2:00 PM CDT, THURSDAY, JUNE 29, 2017, for the **"2017 RECREATIONAL TRAIL RESURFACING PROJECT"** for the City of Fort Pierre

Plans and Specifications are on file at Fort Pierre City Hall, 08 E 2<sup>nd</sup> Ave., Fort Pierre South Dakota 57532, and a hard copy may be obtained for a refundable cost of \$50.00 less postage and handling. Plans may also be obtained in PDF form by email by sending an Email to [R.Hahn@fortpierre.com](mailto:R.Hahn@fortpierre.com) or by downloading from the city website. **For Contractors who are resident in South Dakota who intend, in good faith, to bid upon the project one copy of Plans and Specifications shall be furnished, without charge, in accordance with South Dakota Codified Law 5-18B-1.**

The City of Fort Pierre reserves the right to accept or reject any or all BIDS, to waive any informality in the BID received and to accept the BID that is to the advantage of, and in the best interest of the City of Fort Pierre.

Each bid must contain a certified check, a Cashier's check or Draft, for five percent (5%) of the amount of the bid; such check to be certified or issued by either a State or National Bank and payable to the City of Fort Pierre or in lieu thereof a Bid Bond for Ten percent (10%) of the amount of this bid, such bond to be issued by a Surety authorized to do business in the State of South Dakota and payable to the City of Fort Pierre as a guarantee that such bidder will enter into a contract with said the City of Fort Pierre, thereof in accordance with the terms of such letting and bid in case such bidder is awarded the contract. The Certified Check or other guarantee, or bid bond of the successful bidder, will be returned to him forthwith upon the execution of the contract and surety hereafter provided for. The Contractor shall also provide proof of liability insurance and workman's compensation insurance.

Bids shall be marked **"2017 RECREATIONAL TRAIL RESURFACING PROJECT"** and sealed. The City of Fort Pierre requests one (1) Original Bid and one (1) copy. Bids may be mailed to the City of Fort Pierre, P.O. Box 700, Fort Pierre, South Dakota, 57532 or hand delivered to the Office of the Finance Officer, 08 East 2<sup>nd</sup> Ave., Fort Pierre, South Dakota 57532.

By order of the City of Fort Pierre City Council, dated this 5th day of June, 2017.

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Roxanne Heezen, City Finance Officer

Advertisement published June 9 and June 16, 2017.



## INFORMATION FOR BIDDERS

BIDS will be received by the City of Fort Pierre City Council (hereinafter called the "OWNER"), at the Office of the City of Fort Pierre Finance Officer until 3:00 PM CDT, Thursday JUNE 1, 2017 and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the City of Fort Pierre Finance Office at 08 E. 2nd Avenue, Fort Pierre, South Dakota 57532. Each sealed envelope containing a BID must be plainly marked on the outside as BID for **"2017 RECREATIONAL TRAIL RESURFACING PROJECT"** and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at P.O. Box 700, Fort Pierre, South Dakota, 57532.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. One original BID form and one (1) copy are required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified will not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER will not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER will provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and the rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person will not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID bond payable to the OWNER for ten (10%) percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check for five (5%) percent of the total amount of the BID may be used in lieu of a BID BOND.



A performance BOND and a payment BOND, each in the amount of one hundred (100%) percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS and payment BONDS or performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD will be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal will become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable payment BOND and performance BOND, and Agreement signed by the party to whom the Agreement was awarded will sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal will be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED will be issued within thirty (30) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER will furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. Award will be made to the lowest RESPONSIBLE BIDDER. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT will apply to the contract throughout. Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing will in no way relieve any BIDDER from any obligation in respect to his BID.

The Engineer/Owner is:	Richard A. Hahn, PE Director of Public Works
Whose address is:	City of Fort Pierre PO Box700/08 e 2 <sup>nd</sup> Ave Fort Pierre, SD 57532
Contacted Information:	Phone (605) 223-7690 Fax (605) 223-7693 Email: R.Hahn@FortPierre.com

## BID

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of \_\_\_\_\_,  
doing business as \_\_\_\_\_. To the City of Fort Pierre City  
Council (hereinafter called "OWNER").

\* Insert "a Corporation", "a Partnership", or "an Individual", as applicable.

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all  
WORK for the construction of the **"2017 RECREATIONAL TRAIL RESURFACING  
PROJECT"** 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 AUGUST 31,  
2017. BIDDER further agrees to pay as liquidated damages the sum of \$500.00 for each  
consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following addendums:

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**NOTE: BIDS will include sales tax and all other applicable taxes and fees.**

BIDDER agrees to perform all the work described in the SPECIFICATIONS for the following  
unit prices:

# BID SCHEDULE – 2017 RECREATIONAL TRAIL RESURFACING PROJECT

BASE BID				
ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
MOBILIZATION	1.0	LS		
TRAFFIC CONTROL	1.0	LS		
TRIM AND FINE GRADE BASE	4746.7	SY		
ASPHALT COMPOSITE	527.4	TN		
CONTRACT TOTAL:				

Bidder is aware quantities may be adjusted to accommodate changes in scope of work.

The Bidder is aware that Owner has the right to select any combination of Base Bid and Alternates or may reject all bids.

Respectfully submitted by: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
License Number (If Applicable)

Date: \_\_\_\_\_

(SEAL \* If BID is by a Corporation)

\_\_\_\_\_  
ATTEST



## **STANDARD CONTRACT DOCUMENTS**

Standard contract documents are in a separate package labeled "Standard Contract Documents" and are available upon request or may be viewed and downloaded from the City website.

### **STANDARD AGREEMENT**

The Agreement used for City of Fort Pierre projects will be the STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE prepared by the Engineer's Joint Contract Committee (Form 1910-08A1 – 1996 Edition) as modified for this project. Copies are available upon request and are available for download from the Fort Pierre City Website.

### **STANDARD GENERAL CONDITIONS**

The standard General Conditions for this project are the STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT prepared by the Engineer's Joint Contract Committee (Form 1910-08 – 1996 Edition) as modified as indicated below. Copies are available upon request and are available for download from the Fort Pierre City Website.

Amendments to the Standard General Conditions are as follows:

Arbitration will not be utilized to settle disagreements. In lieu of arbitration, both parties are to negotiate a final settlement to any disagreements resulting from performance of the Contract. If no settlement can be reached after fully exhausting all efforts, the matter will be resolved by the District Court with jurisdiction over this matter.

### **OTHER CONTRACT DOCUMENTS**

Other contract documents such as Notice of Award, Bid Bond form, Performance Bond form, Notice to Proceed and Construction Change Order are in the package "Standard Contract Documents".

## SPECIAL CONDITIONS

SC-1 EXAMINATION OF SITE: Before bidding the work, each contractor will inform themselves fully as to all site conditions and local regulations.

SC-2 WORK INCLUDED IN THE CONSTRUCTION CONTRACT: The work to be included in this contract includes all labor and materials that are necessary for and reasonably incidental to the completion of all the new construction, as shown and specified in the plans and specifications.

SC-3 STORAGE OF MATERIALS: The Contractor may not store materials on the site due to the residential location of the project. The Contractor may store materials in the City of Fort Pierre yard or at another designated location. The Contractor is responsible for all of the materials stored until all work on the project is completed and the finished project is in the full possession of the Owner.

SC-4 SAFETY EQUIPMENT: Precautions will be exercised at all times for the protection of all persons and property. All Federal Safety Standards and City Regulations will be abided by and enforced by the National Health and Safety Act. All safety precautions will be exercised and carried out in such a manner so as to not make the Owner and Engineer negligent at all times.

SC-5 SAMPLES REQUIRED: Any and all samples will be furnished by the Contractor to the Engineer/Owner as requested.

SC-6 PAYMENT FOR MATERIALS: The Contractor will be paid the measured Quantity for materials unless prior **written** approval is received from the City or it's agent. The Measured Quantities are based on lengths, widths, and depths or rates indicated on the "Estimate of Quantities". Changes in project parameters (length, width, depth/rate) approved in the field shall be relayed to the Contractor in **written** form. Agreed upon changes to the project parameters will then determine the payment quantity, **not** the Contractors scale tickets or other quantity documentation.

SC-7 CONTRACTOR COORDINATION: Contractor shall be aware that there may be other projects proceeding in the same area as this project. Coordination between projects may be necessary to facilitate project completion.

SC-8 UNIT PRICES AVAILABLE FOR ADDITIONAL PROJECTS: The Contractor shall be aware that other projects may become ready for paving during the project time and may utilize the unit prices of this project upon written request and agreed upon by Contractor.



## CONTRACTOR'S RESPONSIBILITIES

- The Contractor shall ensure that the foreman on the project site and each subcontractor shall have a set of plans on site during any construction activities. The Engineer/Owner will have the authority to stop construction activities if the Contractor does not have plans and reasonable supervision on site during any construction activities.
- It shall be the Contractor's responsibility to coordinate work with others working nearby.
- Contractor will be required to coordinate activities with City.
- The project is located in rural area of the extra territorial area of the City of Fort Pierre with few residential homes nearby. When working near a residential home, schedule working hours between 7:00 AM and 7:00 PM.
- The Contractor shall provide all necessary signing and flaggers to direct traffic around the construction zone. The Contractor shall close the recreational trail to through traffic.
- Contractor is to trim and fine grade the granular base material and roller compact prior to placing pavement as deemed necessary.
- Pavement splattered on roadway appurtenances or adjacent private landowner possessions shall be satisfactorily cleaned off by the Contractor.
- **It shall be the Contractor's responsibility to notify the City at least 10 days in advance of when they plan to begin work. Prior to blocking or closing a driveway, the contractor shall also provide a notice of construction to all residents affected a minimum of 3 days in advance of the work.**

## OWNER'S RESPONSIBILITIES

- The Owner shall request any samples and provide sample containers when required.
- The Owner or its Agent shall complete all inspection during construction.
- The Owner shall grind the existing surfacing and incorporate into the composite base material. The owner shall rough grade and compact the composite base material.



## **SPECIFICATIONS**

The work on this project will consist of placement of 2" Class E Type 2 Asphalt Composite on a base prepared by others. The base will consist of recycled asphalt material blended with granular base. The work will also include covering the new asphalt surface with Asphalt for Flush and Blotting Sand for Flush. The specific area designated by owner, in general the project follows existing Recreational Trail from Fort Chouteau Road north to the US Army Corp Engineer's Oahe Dam Project southern boundary. No work will be performed on intersecting streets. The bids for the projects will include all incidentals, equipment, labor and fuel to complete the above items. All work will follow the Standard Specifications for Roads and Bridges, 2015 edition of South Dakota Department of Transportation and any supplemental specifications thereto adopted. The Specifications will be modified as follows:

### **SURFACE PREPARATION**

For the asphalt pavement locations, this work shall consist of fine grade the existing base compact the granular base surface and final surface preparation prior to Paving Operations. The Surface Preparation is covered in Section 210 of the SDDOT Standard Specifications for Roads and Bridges, 2015 Edition. The contractor shall broom the prepared base of loose material. No prime will be used on this project.

### **TRAFFIC CONTROL**

1. The Contractor shall provide Traffic Control Devices to completely close the project. Additional traffic control required to coordinate public traffic and construction traffic.
2. Removing, relocating, covering, salvaging and resetting of the traffic control devices, including delineation, shall be the responsibility of the Contractor. Cost for this work shall be incidental to the contract unit prices for the various items unless otherwise specified in the plans. Any delineators and signs damaged or lost shall be replaced by the Contractor at no cost to the Owner.
3. Storage of vehicles and equipment shall be at locations designated by the Owner and shall not block access to residential properties outside of the work zone. Indiscriminate driving and parking of vehicles within the right-of-way will not be permitted. Any damage to the adjacent properties, surfacing, prepared base, delineators and existing signs resulting from such indiscriminate use shall be repaired and/or restored by the Contractor, at no expense to the Owner, and to the satisfaction of the Engineer.

## **UTILITIES**

The Contractor shall contact the involved utility companies through South Dakota One Call (1-800-781-7474) prior to starting work. It shall be the responsibility of the Contractor to coordinate work with the utility owners to avoid damaged to existing facilities.

Utilities are not planned to be affected on this project. If utilities are identified near the improvement area through the SD One Call Process as required by South Dakota Codified Law 49-07A and Administrative Rule Article 20:25, the Contractor shall contact the Project Engineer to determine modifications that will be necessary to avoid utilities.

## **ASPHALT CONCRETE COMPOSITE**

The bid item Asphalt Concrete Composite shall consist of furnishing, placing and compacting the combination of mineral aggregate and asphalt cement mixed in proportions determined by the approved mix design to the lines and grades specified. The asphalt concrete composite shall be placed to a final depth of 2 inches placed in a single lift.

The PG 64-28 asphalt cement shall be provided in accordance with the approved mix design. The Contractor shall supply mineral aggregate for Asphalt Concrete Composite that shall meet the Class E, Type 2 specifications. A mix design of this mineral aggregate and the asphalt cement shall be required from the Contractor prior to any work taking place at the project site.

If the Contractor does not have an acceptable mix design, (tested with the same aggregates, asphalt cement and completed in the past year), the Contractor shall submit an aggregate sample for each material, asphalt cement sample and the required asphalt cement certificates to City of Fort Pierre for the mix design at the cost of \$3500.00, for a 3 aggregate mix and \$250 for each additional aggregate. Samples shall be submitted one month prior to any anticipated paving. The cost of this mix design shall be considered incidental to the bid item Asphalt Concrete Composite.

The Asphalt Concrete Compaction shall be to a minimum of 92% of the maximum density in accordance with the procedure for test number SD 312.

Emulsified asphalt SS-1H or CSS-1H Tack shall be applied prior to all asphalt concrete paving being placed on all concrete and existing asphalt vertical and horizontal surfaces and between lifts of new asphalt that are placed more than 24 hours apart. The tack shall be a 50-50 measure of emulsified asphalt and water. No payment shall be made for the water. Asphalt for tack shall be applied at a rate of 0.10 gallon per square yard and allowed to cure. Asphalt for Tack shall be incidental to the unit price for Asphalt Concrete Composite.



# PROJECT LOCATION MAP

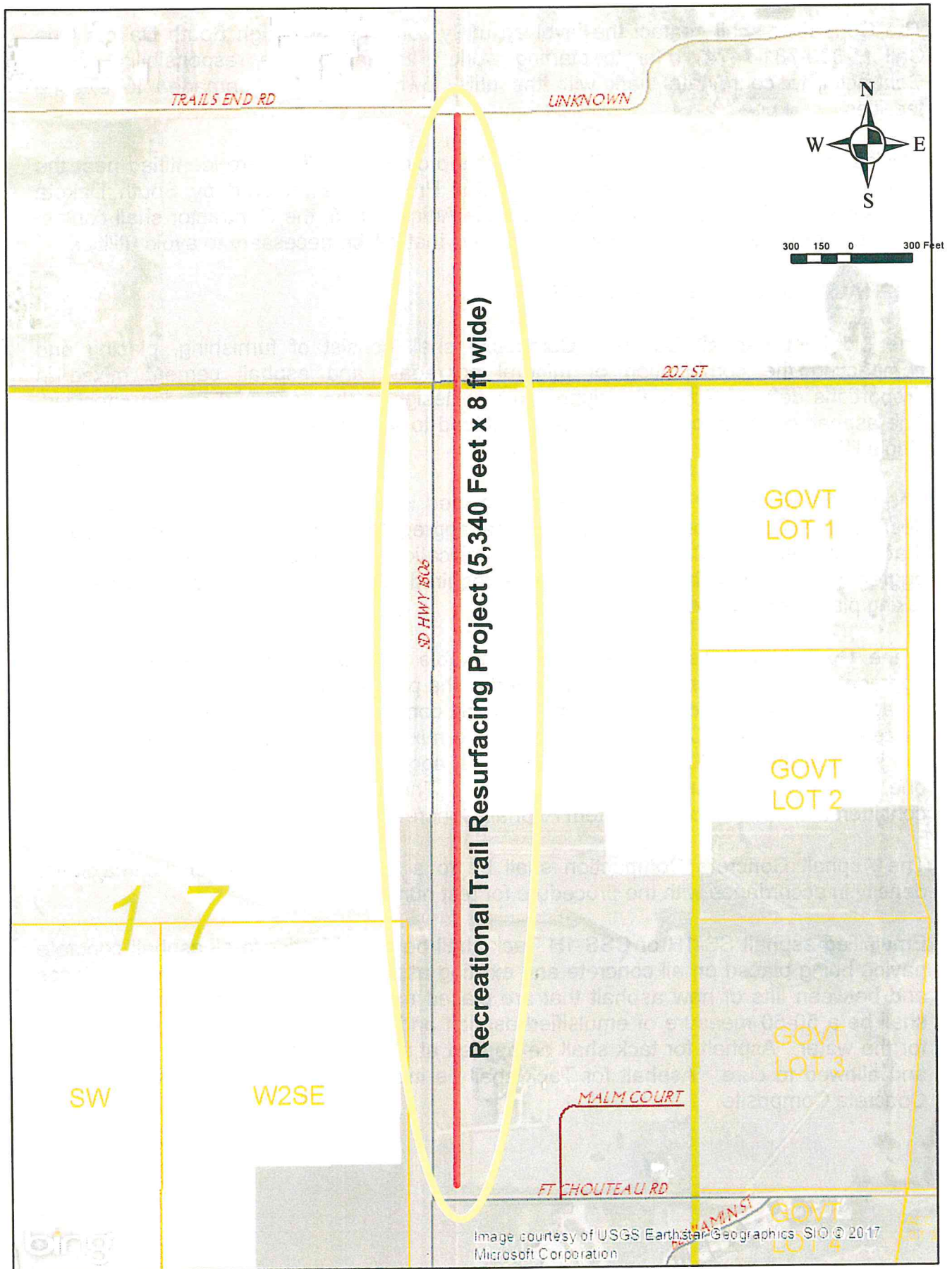
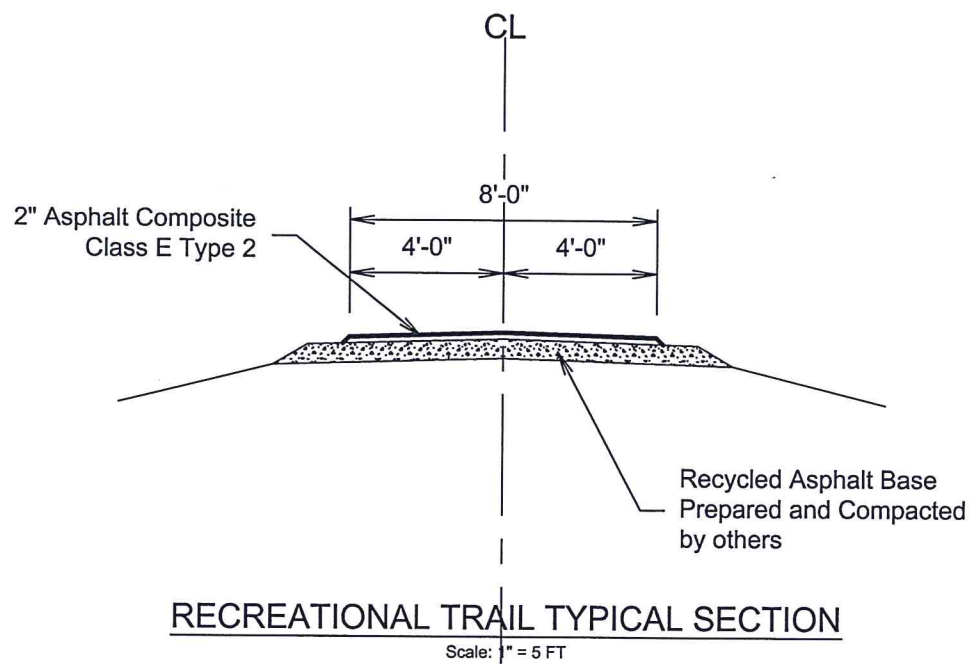


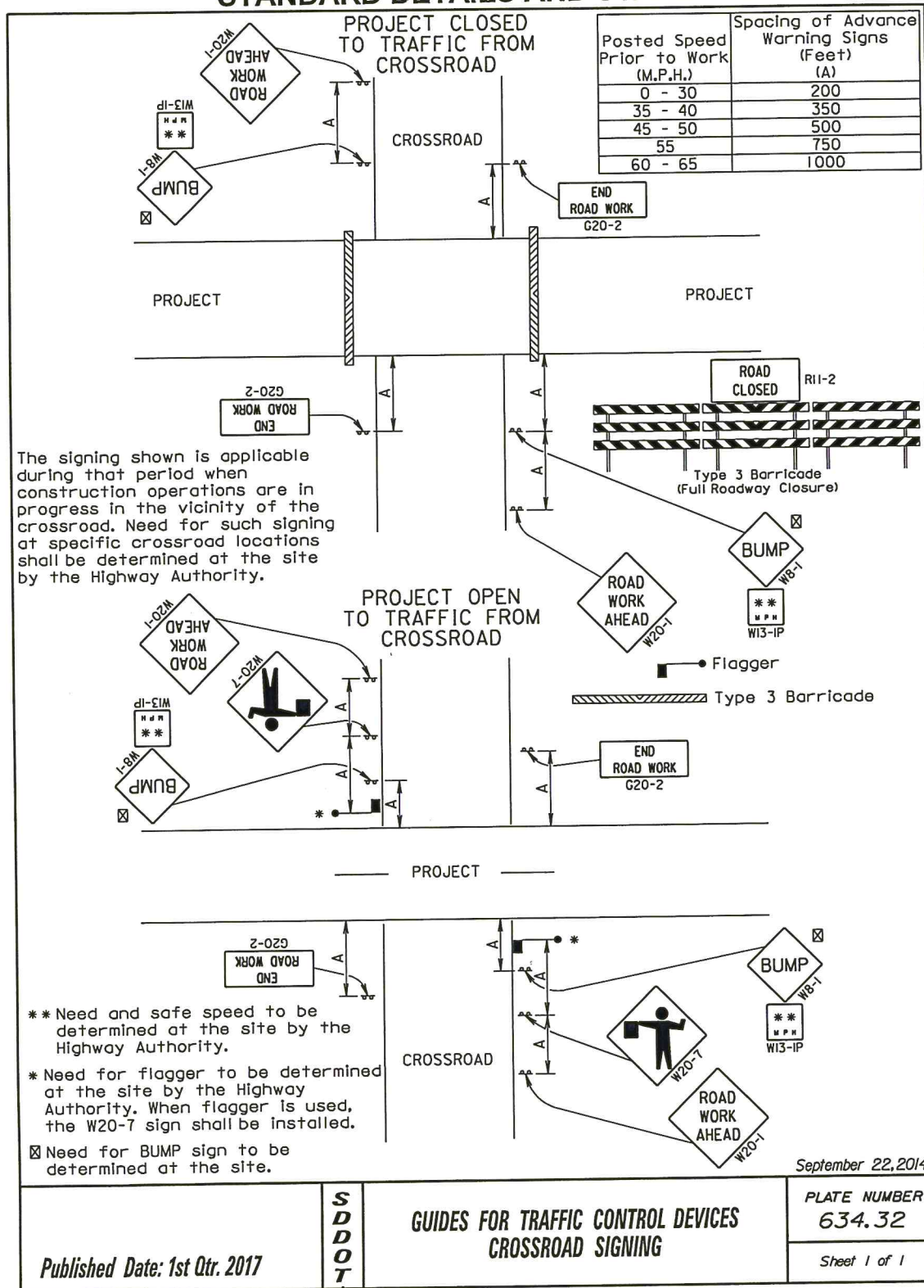
Image courtesy of USGS Earthstar Geographics, SIO © 2017  
Microsoft Corporation



## TYPICAL SECTION



# STANDARD DETAILS AND STANDARD PLATES



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