

CITY OF BOX ELDER, SD

ENGINEERING DEPARTMENT



PROJECT: Well 10 – Electrical
Project No. 23022BID5

ENGINEER: SCOTT LANGE, PE
CITY ENGINEER
CITY OF BOX ELDER
420 VILLA DRIVE
BOX ELDER, SD 57719

BID DATE: November 21, 2024

PROJECT SUMMARY

The City of Box Elder is seeking bids from qualified and experienced contractors to install electrical infrastructure for a well site that is to become operational early 2025. Electrical work consists of providing, pulling, and connecting electrical wire through existing conduit, making all appropriate connections, coordinating with power utility for placement of transformer, furnishing and installing junction box at well head, building rack and mounting meter next to transformer, and obtaining all necessary permits. More details of requirements, a map of the site location, and site plan can be found in the bid package.

Contractor must coordinate with West River Electric and other work on site including water main construction, well equipment installation, and foundation work.

BIDS DUE: *Thursday, November 21, 2024, at 2:00 PM*

SUBMIT BID TO:
Hand Deliver or Mail: **BOX ELDER CITY CLERK**
420 VILLA DRIVE
BOX ELDER, SD
605.923.1404

BID BOND (5% of Bid): Required

- EXPECTED SCHEDULE:**
- PRE-BID MEETING NONE
 - BID OPENING November 21, 2024
 - PROJECT AWARD BY CITY : December 3, 2024
 - NOTICE TO PROCEED: November 6, 2024
 - SUBSTANTIAL COMPLETION: March 21, 2025
 - FINAL COMPLETION: April 4, 2025

TABLE OF CONTENTS

1. PROJECT SUMMARY	i
2. TABLE OF CONTENTS	ii
3. ADVERTISEMENT FOR BID	1
4. INSTRUCTIONS TO BIDDERS	2
5. BIDDING INFORMATION	3
6. CONTRACT AWARD	4
7. BID PROPOSAL	5
8. BID SCHEDULES	7
9. BID BOND	10
10. NOTICE OF AWARD	13
11. AGREEMENT BETWEEN OWNER AND CONTRACTOR	14
12. NOTICE TO PROCEED (SAMPLE)	17
13. PERFORMANCE BOND	18
14. PAYMENT BOND	22
15. CONTRACTORS APPLICATION FOR PAYMENT (SAMPLE)	26
16. DAVIS-BACON REQUIREMENTS	29
17. BUILD AMERICA BUY AMERICA REQUIREMENTS	39
18. SPECIAL PROVISIONS	42
19. BID ITEM DESCRIPTIONS	47
20. APPENDICIES	
○ APPENDIX I: PROJECT PLANS	50
○ APPENDIX II: ELECTRICAL CONDUIT LOCATION	60
○ APPENDIX III: WELL HOUSE LOADINGS	65
○ APPENDIX IV: CERTIFICATION OF PROHIBITED ENTITY STATUS	77

ADVERTISEMENT FOR BID

The City of Box Elder will be accepting sealed bids for **Well 10 – Electrical, Project No. 23022BID5**, until **2:00 PM** local time, **November 21, 2024**, at the Box Elder City Hall, 420 Villa Drive, Box Elder, South Dakota, 57719.

The City of Box Elder is seeking bids from qualified and experienced contractors to install electrical infrastructure for a well site that is to become operational early 2025. Electrical work consists of providing, pulling, and connecting electrical wire through existing conduit, making all appropriate connections, coordinating with power utility for placement of transformer, furnishing and installing junction box at well head, building rack and mounting meter next to transformer, and obtaining all necessary permits. More details of requirements, a map of the site location, and site plan can be found in the bid package.

Contractor must coordinate with West River Electric and other work on site including water main construction, well equipment installation, and foundation work.

Bidders shall review the work areas to verify the quantities of work for the project.

Project details, specifications, and bid documents may be obtained at the Box Elder City Hall, 420 Villa Drive, Box Elder, South Dakota, 57719, or by contacting the City Clerk at 605-923-1404 ext. 213.

Bidders must have access to a current set of City of Box Elder Standard Construction Specifications, which can be found on the City’s website at <https://www.boxeldersd.us/departments/Engineering> All public improvements are required to conform to these specifications and bid prices must reflect these specifications.

Bids may not be withdrawn prior to thirty (30) days after the bid opening. The Owner will award the bid within ten (10) days after the bid opening.

The Owner and Contractor hereby acknowledges that the time of completion of the work is of vital importance, and the Contractor will be required to complete the work within the time stipulated in the contract. Regardless of actual construction start date, all work specified in the contract documents must be substantially completed by **March 21, 2025** and complete in every respect and ready for final payment no later than **April 4, 2025**.

Nicole Schneider
City Finance Officer

Larry Larson,
Mayor

Published two (2) times at the total approximated cost of \$_____

November 2, 2024

November 5, 2024

INSTRUCTION TO BIDDERS

Bid Proposals shall be submitted to the Box Elder Finance Office no later than **2:00 PM** local time, **November 21, 2024**. Bids shall be submitted in a sealed envelope marked **"Well 10 – Electrical, Project No. 23022BID5"**. Bid envelopes shall also bear the name and address of the bidder. If submitted by mail the bid proposal envelope shall be inside a separate mailing envelope addressed to the City of Box Elder, 420 Villa Drive, Box Elder, South Dakota, 57719. No emailed bid can be accepted.

All Bid Proposals shall be submitted on the project Bid Proposal Form supplied with the contract documents. All spaces for Bid Prices must be filled in, in ink or typewritten, and the Bid Proposal form must be fully completed and executed. In the event of discrepancy between the unit prices quoted and the extended total prices, the unit prices will govern. In the event of a discrepancy between any numerical price and its written price, the written price will govern.

The Bidder must provide a price for all Bid items shown on the Bid Proposal Form.

The Owner reserves the right to delete or negotiate separate bid items with the low bidder if the total price of the Base Bid work is over the project budget, within the requirements of South Dakota Codified Laws (SDCL).

Each Bid Proposal must be accompanied by a certified check, cashier's check or bank draft in the amount equal to 5% of the total bid or a bid bond in an amount equal to 10% of the total bid. Such bid security shall be a guarantee that the successful Bidder will enter into a contract with the Owner for the work described within the contract documents and will furnish a surety bond in the amount of one hundred percent (100%) of the awarded contract for performance and payment.

Check or bid bonds submitted with the Bid Proposal will be returned to the bidders after the bid is awarded or within thirty (30) days after the date of the bid opening.

Attorneys-in-fact who sign bid bonds or Payment and Performance Bonds must file with each bond a certified and effective copy of their power-of-attorney.

The Owner reserves the right to accept any Bid that is advantageous to the Owner, waive any informalities or minor defects, and to reject any or all bids. Any Bid may be withdrawn prior to the scheduled time and date for opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered.

Conditional or qualified bids will not be accepted.

BIDDING INFORMATION

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. Bidders must satisfy themselves of the accuracy of the estimated quantities and the Bid Schedule by examination of the site and careful review of the drawings and specifications, including any addenda. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid. After Bids have been submitted, the Bidder shall not assert that there were any misunderstandings concerning the quantities of work to be done and the nature of the work to be done.

Bidders must have access to a current set of City of Box Elder Standard Construction Specifications, which can be found on the City's website at <https://www.boxeldersd.us/departments/engineering/>. All public improvements are required to conform to these specifications and bid prices must reflect these specifications.

The low Bidder shall supply the names and contact information of the major material Suppliers and Subcontractors if requested by the Owner.

The Owner may make such investigations as is deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall 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 the Bidder is properly qualified to carry out the obligation of the Agreement and to complete the work contemplated therein.

Method of payment under this contract will be made on a monthly basis until the work is complete. 10% of the final payment amount will be retained until all lien waivers have been filed and the Owner is satisfied all claims for material and labor have been satisfied.

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 shall not affect the risks of obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

CONTRACT AWARD

The Owner intends to award the project to the lowest responsible, qualified Bidder. The successful Bidder will be required to execute the Agreement and obtain Performance and Payment Bonds within ten (10) calendar days from the date the Notice of Award is delivered to the Bidder. The Notice of Award will be accompanied by the necessary Agreement and Bond forms.

The Owner, within ten (10) calendar days of receipt of acceptable Performance and Payment Bonds and the properly executed agreement, shall sign the Agreement and return one (1) fully executed copy to the awarded Bidder. Should the Owner not execute the Agreement within such period, the awarded Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Owner and Contractor hereby acknowledges that the time of completion of the work is of vital importance, and the Contractor will be required to complete the work within the time stipulated in the contract. Regardless of actual construction start date, all work specified in the contract documents must be substantially completed by **March 21, 2025** and complete in every respect and ready for final payment no later than **April 4, 2025**.

All applicable laws, ordinances, and rules and regulations of all authorities having jurisdiction over the construction of the Project shall apply to the contract throughout.

BID PROPOSAL

Bid Proposal submitted to:

City of Box Elder
420 Villa Drive
Box Elder, SD 57719

Bid Proposal for: **Well 10 – Electrical, Project No. 23022BID5**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City of Box Elder in the form included in the Bidding Documents for the prices and within the time indicated in this Bid and in accordance with the other terms and conditions on the Bidding Documents.

The Bidder accepts all of the terms and conditions of the Instruction to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

- 1. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No. / Date

- 2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 4. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from Site visits; Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect on such information, observations, and documents on the (1) cost, progress, and performance of the Work; (2) the means, methods, techniques, sequence, and procedures of construction to be employed by the Bidder, including applying specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidders safety precautions and programs.
- 5. Based on the information and observations the Bidder does not consider that further examinations, investigation, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the time required, and in accordance with the other terms and conditions of the Bidding Documents.

6. Bidder is aware of the general nature of the Work to be performed by the Owner and others at the Site that relate to the Work as indicated in the Bidding Documents.
7. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
9. Bidder will submit written evidence of its authority to do business in the State of South Dakota not later than the date of the execution of the Agreement.

Bidder certifies that;

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rule of any group, organization, association, or corporation;
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
3. Bidder has not solicited or induced any individual or entity to refrain from bidding, and
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

The Bidder will complete the Work in accordance with the Contract Documents for the following price; total price to include all work associated, indicated, or implied by contract documents for a completed project; lump sum requirements for bid items and alternates to be completed, additional elements may need to be included in bid units provided to accomplish work.

BID SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
GENERAL					
100	Mobilization	1.0	LS		
101	Incidental Work	1.0	LS		
ELECTRICAL					
200	Pull wire through existing 3-inch conduit	200	LS		
201	Connect to power panel in prefab building	1	LS		
202	Connect to existing VFD	1	LS		
203	Provide appropriate electrical wire	100	LF		
204	Install electrical meter at transformer	1	LS		
205	Connect to/from City Transformer	1	LS		
MISCELLANEOUS					
300	Provide and install junction box near well head	1	LS		
301	Construct steel pedestal mount for meter at transformer	1	LS		

BID PROPOSAL SUMMARY

Well 10 - Electrical (Total) =

(Words)

(\$ _____)

(Figures)

The contract award will be based on the lowest qualified bid. It is understood the City of Box Elder has the option to accept any or all Bids at its discretion. Bidders may not **condition their Bids.**

Bidders acknowledge the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. The final payment for all unit price items will be based on the actual in-place quantity of items installed based upon field measurements and truck weight tickets.

Bidder understands time is of the essence for completion of the work and acknowledges the Work will be completed and ready for final payment on or before the completion date in accordance with Contract Documents. Bidder accepts the provisions of the Agreement of liquidated damages in the amount of FIVE HUNDRED DOLLARS (\$500) per calendar day for failure to complete on time.

Corporation Name: _____(Corporate Seal)

State of Incorporation: _____

Type: _____
General Business, Professional, Service, Limited Liability

By: _____
Signature

Name (typed or printed): _____

Title: _____

Attest: _____

Bidder's Business Address: _____

Telephone No.: _____ **FAX No.** _____

Contact E-mail: _____

SUBMITTED on _____, 2024

Joint Venture (Each joint venturer must sign):

Name of Joint Venture: _____

First Joint Venturer Name: _____ (Seal)

By: _____
Signature of first joint venture partner—attach evidence of authority to sign

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (Seal)

By: _____
Signature of second joint venture partner—attach evidence of authority to sign

Name (typed or printed): _____

Title: _____

SUBMITTED on _____, 2024

CONTRACTOR AS PRINCIPAL

SURETY

(Seal)

(Seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

By:

Signature

Signature (Attach Power of Att.)

Print Name

Print Name

Title

Title

Attest:

Attest:

Signature

Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Bidder and Surety, Jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) or the executed Agreement or any performance and payment bonds required by the Bidding Documents. This obligation shall be null and void if:

1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
2. All Bids are rejected by Owner, or
3. Owner fails to issue a Notice of Award within the time period specified in the Bidding Documents (or any extension thereof agreed upon to in writing by Bidder and if applicable, consented to by Surety when required below).

Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying the Bond and the Project and including a statement of the amount due.

Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

No suit of action shall be commenced under this Bond prior to 30 calendar days after the notice of default, as stated above is, is received by Bidder and Surety, and in no case later than one (1) year after Bid due date. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of South Dakota.

Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notice may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

This Bond is intended to conform to all applicable statutory requirements. A requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term "Bid" as used herein includes a Bid, or proposal as applicable.

NOTICE OF AWARD

Date: August 6, 2024

Owner: City of Box Elder

Contractor: _____

Address: 420 Villa Drive

Address: _____

Box Elder, SD 57719

Project Name: Well 10 – Electrical, Project No. 23022BID5

Project Location: Box Elder, South Dakota

You are hereby notified that your Bid dated _____, for the above-named project has been considered. You are the Successful Bidder and are awarded a Contract for Construction for this project.

The City of Box Elder is seeking bids from qualified and experienced contractors to install electrical infrastructure for a well site that is to become operational early 2025. Electrical work consists of providing, pulling, and connecting electrical wire through existing conduit, making all appropriate connections, coordinating with power utility for placement of transformer, furnishing and installing junction box at well head, building rack and mounting meter next to transformer, and obtaining all necessary permits. More details of requirements, a map of the site location, and site plan can be found in the bid package.

Contractor must coordinate with West River Electric and other work on site including water main construction, well equipment installation, and foundation work.

The Total Price of your Contract is \$ _____

Sets of Drawings and Specifications will be made available to you for your use.

You must comply with the following conditions precedent within ten (10) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) signed originals of the Contract for Construction for Owner’s signature.
2. Deliver with the executed Contract the Performance and Payment Bonds as specified in the Contract Documents.
3. Deliver with the executed Contract and Bonds a copy of your Certificate of Insurance.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten (10) days after you comply with the above conditions, Owner will return to you one (1) fully executed counterpart of the Contract for Construction.

Owner: City of Box Elder

Contractor: _____

By: _____

By: _____

Authorized Signature

Authorized Signature

Title

Title

Date

Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT dated the _____ day of _____ 2024 is by and between the City of Box Elder (“Owner”) and _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

The Contractor shall complete all Work as specified or indicated within the Contract Documents. The Work is generally described as:

Project Name: Well 10 – Electrical, Project No. 23022BID5

Project Location: Box Elder, South Dakota

The City of Box Elder is seeking bids from qualified and experienced contractors to install electrical infrastructure for a well site that is to become operational early 2025. Electrical work consists of providing, pulling, and connecting electrical wire through existing conduit, making all appropriate connections, coordinating with power utility for placement of transformer, furnishing and installing junction box at well head, building rack and mounting meter next to transformer, and obtaining all necessary permits. More details of requirements, a map of the site location, and site plan can be found in the bid package.

Contractor must coordinate with West River Electric and other work on site including water main construction, well equipment installation, and foundation work.

The Owner and Contractor hereby acknowledges that the time of completion of the work is of vital importance, and the Contractor will be required to complete the work within the time stipulated in the contract. All work specified in the contract documents must be substantially completed by **March 21, 2025**, and completed in every respect and ready for final payment no later than **April 4, 2025**.

The parties also recognize that delays in the project completion represent a financial loss to the Owner and as such the Contractor agrees to pay to the Owner a sum of FIVE HUNDRED DOLLARS (\$500) per each calendar day for each and every day past the completion date that the work remains uncompleted. Completion of the work shall consist of all specified work and all incidental work obviously necessary for the proper completion and cleanup of the work.

Payment for the work shall be made on a monthly basis until the work is complete, based upon the actual quantities of each bid item installed per the Contract Documents.

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

1. The Contractor has examined and carefully studied the Contract Documents and the other related data identified within the Contract Documents.
2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect costs, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor, information commonly known to contractors doing business in the locality of the City of Box Elder; information and observations obtained from visits to the Site; the Contract Documents with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
5. Based upon the information and observations referred to herein, Contractor does not consider that further examinations, investigation, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
6. Contractor agrees to warrantee the work against defects in material and workmanship for a period of one (1) year after the date of final payment.
7. Contractor is aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
8. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

The Contract Documents consist of the following:

1. Advertisement for Bid
2. Scope of Work
3. Instructions to Bidders
4. Contractor's Bid Proposal
5. Bid Bond
6. Notice of Award
7. This Agreement
8. Payment Bond
9. Performance Bond
10. The project Specifications
11. State DME/MBE/WBE Business Enterprise Assurance Form (optional)
12. Certification of Nondiscrimination Form
13. Segregated Facilities Form
14. Suspended or Debarred Contractors Certification Form
15. Contractor Excise Tax License Form
16. Certification of Prohibited Entities Form
17. Any Addenda issued by the Owner
18. Any Documents that may be issued on or after the Effective Date of the Agreement and are not attached hereto such as:
 - a. Notice to Proceed
 - b. Work Change Directive
 - c. Shop Drawing Transmittals

- d. Change Orders
- e. Applications for Payment
- f. Lien Waivers

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ 2024
(Effective Date of the Agreement)

OWNER: City of Box Elder

CONTRACTOR: Quality Driven Service LLC

By: _____

By: _____

Title: _____

Title: _____

Address for giving Notices:

Address for giving Notices:

420 Villa Drive

15060 224th Street

Box Elder, SD 57719

Box Elder, SD 57719

NOTICE TO PROCEED

Date: _____

Owner: City of Box Elder

Contractor: _____

Address: 420 Villa Drive

Address: _____

Box Elder, SD 57719

Project Name: Well 10 – Electrical, Project No. 230022BID5

Project Location: Box Elder, South Dakota

You are hereby notified that the Contract Time under the above Contract will commence to run on _____ 2024. On or before that date, you are to start performing your obligation under the Contract Documents. In accordance with the Agreement, all work specified in the contract documents must be substantially completed by **March 21, 2025** and final Completion for all work is **April 4, 2025**.

Before you may start any Work at the Site you must deliver to the Owner;

1. Deliver to the Owner certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.
2. Schedule a preconstruction conference with the Owner a minimum of two (2) weeks prior to starting work. You will be required to submit a project schedule, temporary traffic control plan and a stormwater prevention plan (SWPP) for the work to be performed under this contract at the preconstruction conference.
3. Prior to scheduling preconstruction conference, all submittals must be received and approved by engineers.

Acknowledged by:

Owner: City of Box Elder

Contractor:

By: _____
Authorized Signature

By: _____
Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____

PERFORMANCE BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):* City of Box Elder
420 Villa Drive
Box Elder, SD 57719

BID

Bid Due Date: November 21, 2024

Project Description: The City of Box Elder is seeking bids from qualified and experienced contractors to install electrical infrastructure for a well site that is to become operational early 2025. Electrical work consists of providing, pulling, and connecting electrical wire through existing conduit, making all appropriate connections, coordinating with power utility for placement of transformer, furnishing and installing junction box at well head, building rack and mounting meter next to transformer, and obtaining all necessary permits. More details of requirements, a map of the site location, and site plan can be found in the bid package.

Contractor must coordinate with West River Electric and other work on site including water main construction, well equipment installation, and foundation work..

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal Sum \$ _____

(Figures)

(Words)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR

SURETY

<p>_____ Contractor's Name and Corporate Seal</p> <p>By: _____ Signature</p> <p>_____ Print Name</p> <p>_____ Title</p> <p>Attest: _____ Signature</p> <p>_____ Title</p>	<p>(Seal)</p>	<p>_____ Surety's Name and Corporate Seal</p> <p>By: _____ Signature (Attach Power of Att.)</p> <p>_____ Print Name</p> <p>_____ Title</p> <p>Attest: _____ Signature</p> <p>_____ Title</p>	<p>(Seal)</p>
---	---------------	--	---------------

Note: Provide execution by additional parties, such as joint venturers, if necessary.

- 6. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

- 2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 - 1. Surety in accordance with the terms of the Contract; or
 - 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

- 3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

- 3.4 Waives its right to perform and complete, arrange for completion, or obtain a new Contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefore.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature Page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

<p>FOR INFORMATION ON Y – (Name, Address, and Telephone) Surety Agency or Broker:</p> <p>Owner’s Representative Engineer or other:</p>

PAYMENT BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):* City of Box Elder
 420 Villa Drive
 Box Elder, SD 57719

BID

Bid Due Date: November 21, 2024

Project Description: The City of Box Elder is seeking bids from qualified and experienced contractors to install electrical infrastructure for a well site that is to become operational early 2025. Electrical work consists of providing, pulling, and connecting electrical wire through existing conduit, making all appropriate connections, coordinating with power utility for placement of transformer, furnishing and installing junction box at well head, building rack and mounting meter next to transformer, and obtaining all necessary permits. More details of requirements, a map of the site location, and site plan can be found in the bid package.

Contractor must coordinate with West River Electric and other work on site including water main construction, well equipment installation, and foundation work.

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal Sum \$ _____

(Figures)

(Words)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Att.)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging nonpayment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

- 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10. Surety hereby waives notice of any change, including changes of time, to the contract or to related subcontracts, purchase orders, and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
- 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 15. Definitions
 - 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ON Y – (Name, Address, and Telephone) Surety Agency or Broker: Owner's Representative Engineer or other:

CONTRACTOR'S APPLICATION FOR PAYMENT (Example Form)

2024 Revision - City of Box Elder

Contractor's Application for Payment No. 0

Application Date: XXXX.XX.XX

Application Period: Previous Application Date to This Application Date

To (Owner): **City of Box Elder, SD**

From (Contractor): Via (Engineering Consultant):

Project: **Project Name**

Contract:

City Contract No.: Engineering Consultant Project No.:



**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions
TOTALS		\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS			\$0.00

1. ORIGINAL CONTRACT PRICE.....	\$
2. Net change by Change Orders.....	\$ \$0.00
3. Current Contract Price (Line 1 ± 2).....	\$ \$0.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ \$0.00
5. RETAINAGE:	
a. 10% <input checked="" type="checkbox"/> Work Completed..	\$ \$0.00
b. 10% <input checked="" type="checkbox"/> Stored Material....	\$ \$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$0.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$0.00
8. AMOUNT DUE THIS APPLICATION.....	\$ \$0.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ \$0.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or

Contractor Signature _____

By: _____ Date: _____

Payment c **\$ \$0.00**

(Line 8 or other - attach explanation of the other amount)

is recommended by:

Project Engineer _____ (Date)

Payment c **\$ \$0.00**

(Line 8 or other - attach explanation of the other amount)

is approved by:

City Engineer _____ (Date)

Approved by:

Owner (City of Box Elder) _____ (Date)

DAVIS-BACON REQUIREMENTS

LABOR STANDARDS

Contractors performing work on construction projects which have been provided assistance through the State Revolving Fund must fulfill the requirements of the Labor Standards Provisions for federally assisted construction contracts. These standards are located at the end of this section.

WEEKLY CONTRACTOR PAYROLLS

Each week as work progresses, the contractor must submit to the Owner a copy of all weekly payrolls and required attachments stipulated therein. Sample suggested payrolls may be obtained from the Owner upon request. All weekly payrolls shall contain or have attached the following:

1. Name of each employee and the last four digits of the social security number.
2. Classification of employees (same as shown on wage determination).
3. Rate of pay not less than that shown on the wage determination.
4. Hours worked each day and total for each week for each employee.
5. All deductions made.
6. Net amount paid to employee.
7. The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work he performs."

(Signature)

(Title)

COMPLIANCE WITH THE COPELAND (ANTI-KICKBACK) ACT

The following anti-kickback statement must be submitted with each set of weekly payrolls:

"I, (name of signatory party), (title), do hereby state: That I pay or supervise the payment of the persons employed by (contractor or subcontractor) on the (work or building); that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions, as defined in Regulations, Part 3 (CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; and 40 U.S.C. 276c), and described below: (Paragraph describing deductions, if any)"

(Signature)

(Title)

All prime contractors shall include the wage determination and all the labor standards provisions in all subcontracts as herein specified.

The Contractor shall make employment records available for inspection by authorized representatives of the State of South Dakota and the Department of Labor, and will permit employees to be interviewed during working hours by these representatives. Payroll records will be maintained during the course of the work by the Prime Contractor, including a copy of the payroll of each Subcontractor and they shall be preserved for a period of three years thereafter.

Each monthly engineering estimate must be accompanied by the following certificate executed by each Prime Contractor employing mechanics and laborers at the site on work in which the Federal government is to participate:

Principal Contractor _____

Project Name _____

Project No. _____

I, _____, as official representative of the above named principal contractor do hereby certify as follows:

- All Labor Standards Requirements have been fulfilled by principal contractor and all subcontractors under this contract; or
- There is an honest dispute regarding the required provisions.

Explanation: _____

 (Signature) (Title)

In the event of a violation of the Labor Standards provisions of the contract by the Prime Contractor or any Subcontractor, the owner may, after notice to the Contractor, suspend further payments or proceed to terminate the contract as provided in the Labor Standards section of the Contract.

FEDERAL LABOR STANDARDS PROVISIONS

APPLICABILITY

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1 Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act(29CFR Part 3), the full amount of wages and bona fide fringe benefits(or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. EPA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EPA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EPA or its designee to the Administrator of the Wage and Hour Division, Employment standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and EPA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), EPA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EPA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable

standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. EPA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. Payrolls and basic records

- (i) Basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)B of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Certified weekly payrolls shall contain the name and last four digits of the social security number. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control Numbers 1215-0140 and 1215-0017.)

- (ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to EPA or its designee if the agency is a party to the contract, but if the agency is not such party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to EPA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.59(a)(3)(i) and that such information is correct and complete;
- That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.
- That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of compliance" required by paragraph A.3(ii)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of EPA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. **Apprentices and trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevail for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor

- will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal and employment opportunity requirements of executive order 11246, as amended, and 29 CFR Part 30.
5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EPA or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility**

- (i). By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

- B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one

and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

Withholding for unpaid wages and liquidated damages. EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54,83 Stat.96).

The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Administrator of Environment and Natural Resources or the Secretary of Labor shall direct as a means of enforcing such provisions.

Davis-Bacon Act Wage Decisions

Construction Types: Heavy and Highway

LABORERS

GROUP GL1

Air Tool Operator; Common Laborer; Landscape Worker; Flagger; Pilot Car Driver; Trucks under 26,000 GVW; Blue-top Checker; Materials Checker

GROUP GL2

Mechanic Tender (Helper); Pipe Layer (except culvert); Form Builder Tender; Special Surface Finish Applicator; Striping

GROUP GL3

Asphalt Plant Tender; Pile Driver Leadsman; Form Setter; Oiler/Greaser

GROUP GL5

Carpenter; Form Builder

GROUP GL6

Concrete Finisher; Painter; Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with attachments); Self Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer

GROUP G02

Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self Propelled Roller (except Hot Mix); Sheepsfoot/50Ton Pneumatic Roller; Pneumatic Tired Tractor or Crawler (includes Water Wagon and Power Spray units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Saw

GROUP G03

Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; Backhoes/ Excavators 20 tons or less; Crusher (may include internal screening plant); Front End Loader over 1.25 CY; Rough Motor Grader; Self Propelled Hot Mix Roller; Push Tractor; Euclid or Dumpster; Material Spreader; Rumble Strip Machine

GROUP G04

Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels 30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrapers; Concrete Pump Truck

GROUP G05

Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 Tons; Cranes/ Derricks/Draglines/Pile Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automatic Fine Grader; Milling Machine; Bridge Welder

TRUCK DRIVERS

GROUP GT1

Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with Trailer

GROUP GT2

Semi-Tractor and Trailer; Tandem Truck with Pup

ELECTRICIANS

GROUP E01

Electrician

	<u>Rates</u>	<u>Fringes</u>
	22.38	0.00
	23.16	0.00
	24.41	0.00
	31.94	0.00
	26.45	0.00
	24.57	0.00
	24.68	0.00
	26.07	0.00
	27.18	0.00
	30.01	0.00
	24.52	0.00
	25.88	4.28
	29.78	5.04

WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number: 0 Publication Date: 01/05/2024

SUSD2023-001 01/11/2023

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

BUILD AMERICA BUY AMERICA REQUIREMENTS

BUY AMERICA –

Iron & steel manufactured (composite) products, and construction materials must be produced in the United States in accordance with these Buy America requirements. Buy America preference applies to articles, materials, and supplies required to be consumed in, permanently incorporated into, or affixed to the completed project. Buy America preference does not apply to tools, equipment, and supplies such as temporary works and other temporary items brought to the project and removed at or before the final completion of the project. Temporary items are items that are not part of contract specifications, items that are not required in the design or final working drawings, and items that are removed or could be removed but allowed to remain in place if requested by the Contractor and approved by the Engineer.

The Department will consider a manufacturing process as any process which modifies the chemical content, the physical size or shape, or the final finish of a material, including melting and mixing, rolling, extruding, machining, bending, grinding, drilling, coating, and treating.

The application of a coating is interpreted to mean all processes that protect or enhance the value of material or product to which it is applied; examples are epoxy coatings, galvanizing, and painting.

A. **Certification:** The following category-based requirements will apply for each article, material, or supply.

1. **Iron & Steel:** A statement will be included on the certification stating whether the iron or steel is of domestic or foreign origin. The Department will consider iron & steel that does not require separate certification in accordance with the Department's Materials Manual as miscellaneous iron & steel. The Contractor will provide the Department a completed and signed Miscellaneous Materials Buy America Certificate stating the miscellaneous iron & steel required to be consumed in, permanently incorporated into, or affixed to the completed project complies with the Buy America requirements specified herein.
2. **Manufactured (Composite) Products:** Due to an existing nationwide waiver, manufactured (composite) products currently have no specific requirements.
3. **Construction Materials:** Construction materials and construction materials currently on the Department's Approved Products List will be treated as "Tier 1" items in accordance with the Required Samples, Tests, and Certificates (RSTC) section of the Department's Materials Manual. The Contractor will provide the Department a completed and signed Miscellaneous Materials Buy America Certificate stating the construction materials required to be consumed in, permanently incorporated into, or affixed to the completed project complies with the Buy America requirements specified herein.

B. **Determination of Material Category:** The Department, in the Department's sole discretion, will classify an article, material, or supply into one of the following categories, (1) Iron & Steel, (2) Manufactured (Composite) Product, or (3) Construction Material. Articles, materials, and supplies will be considered to fall into only one single category of Buy America requirements. Some contract items are composed of multiple components that may fall into different categories. Individual components and composite items will be classified based on their nature when they arrive on the work site.

1. **Iron & Steel:** The Department will classify items predominantly composed of iron or steel as iron & steel.
 2. **Manufactured (Composite) Products:** The Department will classify items not specifically listed as construction materials which are fabricated, combined, or manufactured through a manufacturing process into a commercially available composite item as manufactured (composite) products. The Department will classify items consisting of 2 or more of the listed construction materials combined through a manufacturing process as a manufactured (composite) product. The Department will classify items consisting of 1 of the listed construction materials combined with a material not listed through a manufacturing process as a manufactured (composite) product.
 3. **Construction Materials:** The Department will classify only the materials specifically listed as construction materials as construction materials.
- C. **Iron & Steel:** Structural steel and other iron and steel products will be produced in the United States. Buy America does not apply to iron ore, scrap, pig iron, and processed, pelletized, and reduced iron ore.
- If iron ingots or steel billets produced in the United States are sent out of the country for a subsequent manufacturing process and then are brought back into the United States, the full value of the iron or steel as it reenters the country (including the original billet cost and any coatings) will be considered foreign.
- If foreign iron or steel components are combined with other components into a fabricated or assembled manufactured (composite) product, the foreign iron or steel content of the manufactured (composite) product is not only the value of the foreign iron or steel components, but also the pro-rata value of the fabrication and assembly labor and overhead used in the combining the foreign iron or steel and other components into the finished manufactured (composite) product, including coatings.
- D. **Manufactured (Composite) Products:** Iron and Steel components of manufactured (composite) products will comply with the Buy America requirements for iron & steel. Due to an existing nationwide waiver, manufactured (composite) products without iron and steel components currently have no specific requirements.
- E. **Construction Materials:** Construction materials excluding cement and cementitious materials; aggregates such as stone, sand, or gravel; and aggregate binding agents or additives will be produced in the United States. To be considered produced in the United States, at least the final manufacturing process and the immediately preceding manufacturing process must occur in the United States.

A construction material is an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products including polyvinylchloride,
- composite building materials, and polymers used in fiber optic cables;
- glass including optic glass;
- lumber; or,
- drywall.

- F. **Unavailability of Compliant Items:** If the Contractor discovers a Buy America compliant item or items does not exist or an item becomes unavailable, the Contractor will immediately

notify the Department. The Contractor will furnish written documentation of the Contractor's complete efforts to obtain a compliant item. This documentation will include a complete contact log with dates and times of the Contractor's efforts to obtain a compliant item, the responses received, and any correspondence between the Contractor and potential suppliers of the item which demonstrate efforts to obtain a compliant item. If, based on review of the documentation provided, the Owner determines all potential options to obtain a compliant item have been exhausted; the Owner will determine the appropriate course of action.

G. Non-Compliant Items: If the Engineer, in the Engineer's sole discretion, determines an article, material, or supply provided to the project does not comply with these Buy America requirements but is available; the following will apply:

1. If the non-compliant item is not permanently incorporated into the completed work, the Contractor will not permanently incorporate the item and will replace the non-compliant item with an item that complies with the Buy America requirements specified herein at the Contractor's expense.
2. If the non-compliant item has been permanently incorporated into the completed project; the Engineer, in the Engineer's sole discretion, will determine if the non-compliant item must be removed and replaced including any completed work at the Contractor's expense or if the noncompliant item may remain in place in accordance with the following:
 - a. Minor quantities of non-compliant iron & steel may be incorporated in the Department's sole discretion based on the Department's review of the Contractor's documented efforts to procure compliant items and the Contractor's documented invoiced material costs, provided the invoiced material costs of all non-compliant iron & steel do not exceed 0.1% of the total contract amount or \$2,500, whichever is greater.

CDBG Special Provisions

PART A – Nondiscrimination in Employment

Requirements for Contractor's Aggregate Work Force

The policy of the South Dakota Community Development Block Grant (HUD) program is to increase awareness of federal requirements for contracts and agreements awarded under CDBG (HUD) grants. This implements the OMB positive efforts standards, conforms to Presidential direction and outlines the requirements.

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of \$10,000, to be performed in geographical areas designated by the Director pursuant to Subpart 60-4.6 of this part (See 41 CFR 60-4.2(a)):

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federally Equality Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for disadvantaged/minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are to be listed and made available in contractor's records.

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of disadvantaged/minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of disadvantaged/minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

Well 10 - Located on 150th Ave (NE of Ellsworth AFB) Meade County, Box Elder, South Dakota

THE WORKFORCE GOALS FOR THE PROJECT ARE:

Disadvantaged/Minority	.8 %
Women	6.9 %

EQUAL OPPORTUNITY CLAUSE AND EEO CONSTRUCTION CONTRACT SPECIFICATIONS

The following (1) Equal Opportunity Clause and (2) Equal Employment Opportunity Construction Contract Specifications are to be included in all Federally assisted construction contracts and subcontracts which are not exempt from its requirements.

1. EQUAL OPPORTUNITY CLAUSE FOR FEDERALLY ASSISTED CONTRACT

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the contractor's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts or federally assisted construction.

contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as provided by law.

- G. The contractor will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- H. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work, provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- I. The applicant further agrees that it will assist and cooperate actively with the Agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Agency in the discharge of its primary responsibility for securing compliance.
- J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to the Order with a contractor debarred from or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Order and will carry out such sanctions and penalties for violation of the equal opportunity clause, as may be imposed upon contractors and subcontractors by the Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the Agency may take any or all of the following actions: Cancel, terminate or suspend in whole or part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

As used in these specifications:

- A. "Covered area" means the geographical area described in solicitation from which this contract resulted;
 - 1. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - 2. "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.

3. "Disadvantaged/minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- B. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of the specifications and the Notice which contains the applicable goals for disadvantaged/minority and female participation and which is set forth in the solicitations from which this contract resulted.
- C. If the contract is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- D. The contractor shall implement the specific affirmative action standards provided in these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of disadvantaged/minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- G. The contractor shall take specific affirmative actions to ensure equal employment opportunity.

The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to disadvantaged/minority or female individuals working at such sites or in such facilities.
2. Establish and maintain a current list of disadvantaged/minority and female recruitment sources, provide written notification to disadvantaged/minority and female recruitment sources and to community organizations where the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each disadvantaged/minority and female off-the-street applicant and disadvantaged/minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a disadvantaged/minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under G(2) above.
6. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all disadvantaged/minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these terms with on site supervisory personnel such as superintendents,

general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including disadvantaged/minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 9. Direct its recruitment efforts, both oral and written, to disadvantaged/minority, female and community organizations, to schools with disadvantaged/minority and female students and to disadvantaged/minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 10. Encourage present disadvantaged/minority and female employees to recruit other disadvantaged/minority persons and women and, where reasonable, provide after school, summer and vacation employment to disadvantaged/minority and female youth both on the site and in other areas of a contractor's workforce.
 11. Validate all tests and other selection requirements where there is an obligation to do so under 41CFR Part 60-3.
 12. Conduct, at least annually, an inventory and evaluation of all disadvantaged/minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 13. Ensure that seniority practices, job classification, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontractors from disadvantaged/minority and female construction contractors and suppliers, including circulation of solicitations to disadvantaged/minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
- H. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (1 through 16 as stated above). The efforts of a contractor association, joint contractor - union, contractor - community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (1 through 16, as stated above), of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a

positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's disadvantaged/minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

- I. A single goal for minorities and a separate single goal for women has been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all disadvantaged/minority groups, both male and female, and all women, both disadvantaged/minority and non-minority. Consequently, the contractor may be in violation of the Executive Order 11246 if a particular group is employed in a substantially disparate manner.
- J. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- L. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- M. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.3.
- N. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PART B – Guidance for DBE/MBE/WBE Business Enterprise Requirements

The policy of the South Dakota Community Development Block Grant program is to ensure increased participation in contracts and subcontracts awarded under HUD grants for construction for Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), and Women's Business Enterprise (WBE), as defined by [13 CFR 124.1001](#). This conforms to Presidential direction and furthers the requirements of Title VI of the Civil Rights Act of 1964. This guidance provides suggestions for carrying out affirmative steps required by HUD Regulation [2 CFR 200.321](#).

The State will assure opportunities for immediate participation of competent DBE(s)/WBE(s) in work performed under grants and promote the development of new minority firms through a variety of business arrangements.

This policy describes the minimum positive efforts that are required of Subgrantees, A&E Firms and Contractors. Use of the DBE/WBE goal-oriented system is a condition of all Community Development Block Grants for construction. This program should not be misconstrued as a mandatory set-aside policy.

At the time of Bid Opening the DBE(s)/WBE(s) must be certified. To be certified or to check on a certification, contact one or all of these agencies: Civil Rights Program, Department of Transportation, Phone: (605) 773-4906; Small Business Administration (SBA), Sioux Falls, Phone: (605) 330-4231; Bureau of Indian Affairs, Aberdeen, Phone: (605) 226-7426; Indian Health Services, Phone: (605) 226- 7567; or your CDBG project administrator.

DEFINITIONS

1. DISADVANTAGED / MINORITY BUSINESS ENTERPRISE (DBE/MBE)

A business, at least 51 percent of which is owned by minority group members who exercise actual day-to-day management and control of the business. (From this point on, whenever Minority is stated Disadvantaged/Minority is implied.)

2. MINORITY GROUP MEMBERS

Black Americans, Hispanic Americans, Asian Americans, American Indians, American Eskimos, American Aleuts, and Native Hawaiians, and persons certified as socially and economically disadvantaged. (Bona Fide minority membership shall be established on the individual's proven claim that he or she is a member of a minority group and is so regarded by that particular minority community.)

3. WOMEN'S BUSINESS ENTERPRISE (WBE)

A business which is an independent business concern that is at least 51 percent owned by a woman or women who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or women shall be made without regard to community property laws. For example, an otherwise qualified WBE which is 51 percent owned by a married woman in a community property state will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business that is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become qualified WBE by virtue of his wife's 50 percent interest in his share of the business.

4. QUALIFICATIONS FOR OWNERSHIP AND CONTROL

A. The minority or woman ownership's interest in the firm must be real, substantial

and continuing. Such interest may include:

- i. Risk of loss/share of profit commensurate with the proportional ownership; and
 - ii. Receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
- B. A minority or woman owner must have and exercise the authority to independently control the business. The minority or woman owner need not be continually present to be deemed in control. Characteristics of control may include:
1. Authority to sign bids and contracts;
 2. Making decisions in price negotiations;
 3. Incurring liabilities for the firm;
 4. Making final staffing decisions;
 5. Policy-making; and
 6. Making general company management decisions.
- C. Only those firms performing a useful business function according to custom and practice in the industry are qualified as DBE's or WBE's. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project does not constitute a useful business function according to custom and practice in the industry.

5. RECIPIENT

A party receiving CDBG financial assistance pursuant to a grant or cooperative agreement.

6. PROJECT

The scope of work from which a cooperative agreement, grant agreement is awarded.

7. BIDDER

A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.

8. OFFEROR

A party seeking to obtain a contract with a recipient through a negotiation procurement process.

9. DOCUMENTATION

A certified letter and receipt, written correspondence or written telephone log or required forms (whichever applies).

INFORMATION CONCERNING THE OVERALL PROJECT DBE/MBE AND WBE GOALS

Bidders on this work will be required to comply with the President's Executive Orders No. 11246, as amended, 11625 as amended, and 12138. The requirements for bidders and contractors under these orders are explained in the specifications.

Bidders shall submit a fully executed Minority Business Enterprise Assurance with their proposal, including any necessary documentation (See Page 49 of this Document). Failure to do so will render the bid null and void. The award of contract, if awarded, will be made to the lowest responsive, responsible bidder that is able to demonstrate that good faith efforts were made to meet or exceed the contract goals. Meeting or exceeding the contract goals shall conclusively establish that the bidder has made such good faith efforts.

The goal for minority business participation on this project is four (4) percent of the total dollar value of the job. The WBE goal is two (2) percent of the total dollar value of the job.

SUBGRANTEE RESPONSIBILITIES IN OBTAINING DBE/MBE AND WBE GOALS

The subgrantee has the primary responsibility as a condition of the grant award to ensure that the requirements of the DBE/WBE policy are met. All applicants/subgrantees are required to take positive efforts to use DBE/WBE firms and shall document these efforts in writing. This is a precondition to the approval of the contract for construction and such documented information shall be made available to the State. Positive efforts include, at the minimum, the following:

1. Providing a source list of DBE/WBE firms to all prospective consultants or contractors as part of the bidding documents.
2. Making a list of plan holders of record available to minority-owned firms upon request.
3. Informing consulting firms of their DBE/WBE responsibilities and the DBE/WBE goal to be included in the construction contracts.
4. Contacting local and State Minority Business Development Agencies to inform them of the project and the goal set for DBE/WBE participation. Keeping them informed of pre-bid conferences, bid opening dates, and requesting their assistance when needed.

CONSULTING FIRM RESPONSIBILITIES IN OBTAINING DBE/MBE AND WBE GOALS

All consulting firms are responsible for ensuring opportunity for all minority business enterprise participation at all phases of the project. Consulting firms play a key role in assisting the subgrantee and construction contractor in carrying out their DBE/WBE responsibilities. Consulting engineers shall document in writing their positive efforts. Positive efforts at a minimum will include:

1. Making plan holders aware of the DBE/WBE goals by publishing the goals in all bid notices, including bidding documents, where it is easily and quickly visible, and stating at any pre-bid and pre-award conferences that there are goals for DBE/WBE and the steps to be taken to meet the goal.
2. Keeping records of all awards and proposed awards of contracts to DBE/WBEs, any contract changes, and the names, addresses, dollar amounts, etc., of any DBE/WBEs to be used on the projects.

NOTE: Approval of any construction contract will not be made until the DBE/WBE requirements have been met.

PRIME CONTRACTOR RESPONSIBILITIES IN OBTAINING DBE/MBE AND WBE GOALS

All prospective prime contractors are responsible for ensuring opportunity for DBE/WBE participation in the construction of South Dakota HUD-funded projects. Prospective prime contractors shall document in writing their positive efforts taken to meet the DBE/WBE goal and submit the documents (DBE/WBE Assurance form Part C of this document) prior to the time of bid opening with the sealed bid. Failure to do so may render the bid null and void. Minimum good faith efforts include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
5. Using the services and assistance of the agencies listed on the minority business certification form located at the end of this section.

ADDITIONAL PRIME CONTRACTOR RESPONSIBILITIES

In addition to the preceding, the prime contractor shall submit to the owner/subgrantee within ten (10) calendar days of the actual award of any DBE/WBE subcontract (or purchase order), data as to the DBE/WBE firm's name, address, type of work to be performed, contract amount, date of award and the Project Number.

INTERPRETATION OF GOAL PERCENTAGE ACHIEVED

The goal may be achieved, and the bidder considered responsible, when a list of DBE/WBE contractors and suppliers, including the minimum dollar value of each contract, and the type of work each will be performing is submitted in writing with the bid prior to the time of the bid opening, with the sealed bid, and one or more of the following conditions is met:

1. The bidder is a joint venture, of which at least one-member firm is a DBE/WBE and at least the contract goal percentage of the contract work will be performed by the DBE(s)/WBE(s). A copy of the joint venture agreement must be submitted to the owner/subgrantee within five (5) working days following bid opening. A joint venture consisting of minority and majority business enterprises, functioning as prime contractor, will be credited with minority participation on the basis of percentage of the dollar amount of the work to be performed by the DBE/WBE. For example, if a minority-majority joint venture proposes to perform 50% of a project quoted at \$1,000,000 and 50% of the work is to be performed by the minority partner in the joint venture, minority participation will be credited as 25% of the work or \$250,000.
2. Subcontracts or purchases totaling at least the contract goal percentage of the total contract work will be awarded to DBE(s)/WBE(s). This may be achieved through

competitive or negotiated contracts. Deviation from the submitted list, which would result in reducing DBE/WBE participation, requires prior approval of the owner/subgrantee. Failure to receive prior approval will be considered a breach of contract and the contractor will be subject to the Non-Compliance Enforcement as outlined in this Attachment. A DBE/WBE bidder will be credited with minority participation for the portion of the contract which they perform, and that portion subcontracted to minority firms. For example, if a DBE/WBE bidder proposes to perform a project quoted as \$1,000,000 and subcontracts 25% to a majority firm and 25% to a minority firm, minority participation will be credited as 75% or \$750,000.

3. Any combination of (1) and (2) as stated above meet the percentage goal for DBE/WBE participation.

STATE ASSISTANCE IN OBTAINING DBE/MBE AND WBE GOALS AND WITH COMPLIANCE

The CDBG program provides DBE/WBE assistance to all subgrantees, contractors, and consultants. This assistance may be obtained by contacting the Community Development Block Grant Program at 773-3301. Further DBE/WBE Assistance in South Dakota may be obtained at the following address:

Civil Rights Program

SD Department of Transportation

Pierre, South Dakota 57501-2586

Phone (605) 773-4906

STATE'S RESPONSIBILITY IN OBTAINING DBE/MBE AND WBE GOALS

The State will actively monitor contractors' and subcontractors' performance and will:

1. Provide contractors, A&E firms, and subgrantees with names of minority-owned construction contractors and minority-owned supply and service firms upon request.
2. Review contract awards to evaluate the sufficiency of positive efforts made by the contractors.
3. Review and determine the adequacy of the positive efforts after the subgrantee has selected an apparent low bidder.

SUBGRANTEE ENFORCEMENT OF NON-COMPLIANCE WITH DBE/MBE AND WBE REQUIREMENTS

After an apparent low bidder has been selected, the subgrantee may request in writing, evidence of the legitimacy of the DBE/WBE firms used by the low bidder in meeting the goals. Such information should be submitted to the subgrantee within 10 days of the date the request was mailed. If such evidence is not submitted, or if upon review of the information submitted, the subgrantee determines that there is still a failure to objectively demonstrate positive efforts to meet the goals, the bidder may be found to be nonresponsive.

The subgrantee must also promptly advise the bidder or offeror, in writing, of the basis for the nonresponsive determination. The State, upon review of any proposed contract award, may request a

subgrantee to take enforcement action. A finding of no responsiveness shall not prejudice the right of that bidder or offeror to submit bids or proposals on other CDBG-funded projects.

EXCEPTIONS

In limited situations, approval of a contract where a bidder or offeror has not demonstrated positive efforts may be justified. For example, where a delay incident to re-solicitation will cause substantial harm to the subgrantee, the State may concur in the recommended award where at least one of the following provisions is included in the contract:

1. Specific and defined positive efforts for DBE participation during contract performance;
2. A penalty, such as termination or agreed upon liquidated damages, for failure to undertake and complete these efforts; or
3. The withholding of progress payments until such time as the positive effort's requirements have been complied with to the satisfaction of the subgrantee.

POST-AWARD CONTRACT COMPLIANCE

Consultants or contractors are required to execute and submit to the subgrantee, copies of all subcontracts with DBE/WBE within ten (10) days after prime contract award, and, from time to time, advise the subgrantee of the status of its compliance with appropriate requirements. In the event that a consultant or contractor fails to conform to its DBE/WBE obligation, it shall explain, in writing to the subgrantee the reasons. The subgrantee shall require corrective efforts by the consultant or contractor unless the consultant or contractor can demonstrate good cause for its inability to comply.

DBE/WBE (SUB) CONTRACTORS FAILURE TO PERFORM SUCCESSFULLY

If the prime contractor finds that a DBE/WBE (sub)contractor is unable to perform successfully, the contractor shall make sufficient reasonable efforts to replace the DBE/WBE with another DBE/WBE. All substitutions of DBE/WBE subcontractors shall be approved by the subgrantee.

STATE OR LOCAL LAWS

Nothing in this policy prevents a subgrantee from imposing more stringent DBE/WBE requirements on work procured under Community Development Block Grant grants, including procurement obligations which pertain to bid responsiveness, where provided for State or local law or ordinances.

PART C – State DBE/MBE/WBE Business Enterprise Assurance Form

Project No.: 23022BID5

County: Meade

STATE POLICY CONCERNING DBE/MBE AND WBE OPPORTUNITY GOALS

It is the policy of the State of South Dakota that Disadvantaged/Minority Business Enterprises (DBE) and Women Business Enterprise (WBE) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE and WBE requirements of [2 CFR 200.321](#) apply to this agreement.

CONTRACT GOALS

It is the goal of the State that DBE/MBE and WBE firms will contract for the following percentages of the total dollar amount of this contract:

- Disadvantaged/Minority Business Enterprises (DBE/MBE) (4)%
- Women's Business Enterprises (WBE) (2)%

PRIME CONTRACTOR DBE/MBE/WBE OBLIGATIONS

The prime contractor bidding on projects financed in whole or in part with Federal funds through and for the State Community Development Block Grants program, agrees to ensure that Disadvantaged/Minority Business and Women Enterprises, as defined by [13 CFR 124.1001](#), have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with the Federal funds. The prime contractor shall not discriminate on the basis of race, color, national origin, or sex in the bidding process or the performance of contracts.

PRIME CONTRACTOR'S ASSURANCE OF COMPLIANCE

I, acting in my capacity as officer of the undersigned bidder, or bidders if a joint venture, hereby assure the State and the subgrantee that if awarded the contract on this project my company will provide DBE/WBE participation, with that participation being with Business Enterprises owned or controlled by disadvantaged/minorities or women as defined in Special Provisions for Disadvantaged/Minority Business Enterprises, in the following percentages:

Anticipated Disadvantaged (DBE)/Minority Business Enterprises (MBE) _____%

Anticipated Women Business Enterprises (WBE) _____%

I have listed below the names of the DBE/MBE/WBE's, the Item No(s). or work description, and the dollar value of the subcontract work to be awarded.

INTENDED DBE/MBE PARTICIPATION

Name of Firm Contact Person	Item Number(s) or Work Description	Dollar Value of Proposed Subcontract
--------------------------------	---------------------------------------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Dollar Value of Proposed Subcontracts\$ _____

Contract Bid Total\$ _____

Percent of Contract Bid to be Subcontracted to DBE/MBE firms %

INTENDED WBE PARTICIPATION

Name of Firm Contact Person	Item Number(s) or Work Description	Dollar Value of Proposed Subcontract
--------------------------------	---------------------------------------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Dollar Value of Proposed Subcontracts\$ _____

Contract Bid Total\$ _____

Percent of Contract Bid to be Subcontracted to WBE firms %

DBE/MBE/WBE SUBSTITUTION

I understand that if a DBE/MBE or WBE subcontractor is unable to perform successfully for any part of the intended work my company is required to make sufficient reasonable efforts to subcontract the work to an alternate DBE/MBE or WBE firm(s) and that I must document such efforts prior to subcontract approval.

WHEN THE DBE/MBE/WBE PERCENTAGES ARE NOT MET

I understand that if the above percentages are less than the DBE/MBE or WBE participation goals shown under contract goals on page 49, I must establish that my company has made a good faith effort to solicit DBE/MBE/WBE participation by:

1. Identifying the actual percentage of DBE/WBE participation attained, including a list of DBE/WBE subcontractors and suppliers, the approximate dollar value of each subcontract or purchase order and the type of work each will be responsible to perform.
2. Documentation - certified letters and mail receipts, written correspondence or a written telephone log requesting bids from DBE/MBE and WBE firms.
3. Using the services and assistance of the certifying agencies listed on the back of the Minority Business Certification form.
4. If a bidder has rejected or considered as nonresponsive any DBE/WBE sub-bidder, a complete documented explanation must be provided to the owner/subgrantee.

Company

By: Name

NOTE: Failure to list the company name, sign, or submit all required documentation with their bid as stated herein may render the bid null and void.

PART G – Certification of Nondiscrimination

TO: _____ (EMPLOYEES OF CONTRACTORS)

The undersigned currently holds contract(s) with _____ (Name of Applicant) involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, Section 202, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

Hiring, Placement, Upgrading, Transfer to Demotion, Recruitment, Advertising, Or Solicitation For Employment Training During Employment, Rates Of Pay Or Other Forms Of Compensation, Selection For Training Including Apprenticeship, Layoff Or Termination.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

(CONTRACTOR OR SUBCONTRACTOR)

(DATE)

PART H – Elimination of Segregated Facilities

Prior to the award of any nonexempt Government contract or subcontract or Federally assisted construction contract or subcontract, the Department or the applicant shall require the prospective prime contractor, and each prime contractor and subcontractor shall require each subcontractor to submit a certification, in the form approved by the Director, that the prospective prime contractor or subcontractor does not and will not maintain any facilities he provides for his employees in a segregated manner, or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a similar certification in the form approved by the Director, prior to the award of any nonexempt subcontractor.

NONSEGREGATED FACILITIES CERTIFICATION

The contractor certifies that he does not and will not maintain any facilities he provides for his employees in a segregated manner or permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain a certification similar to this one, prior to the award of any nonexempt subcontract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Federal assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors from specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Signature

Date

Typed Name

Title of Signer

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART I – Suspended or Debarred Contractors Certification

2 CFR part 200 prohibits non-Federal agencies from awarding vendor contracts in excess of \$100,000 or awarding any subgrantee contracts to organizations or principals who are suspended or debarred. In order to meet this compliance requirement, 2 CFR part 200 requires contractors who receive federal assistance from non-Federal agencies to certify that the organization is not suspended or debarred. The non-Federal entities may rely upon the certification unless it knows that the certification is erroneous.

THIS MUST BE COMPLETED PRIOR TO AWARDING BID

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The contractor certifies that neither the firm nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Signature: _____

Date: _____

Typed Name & Title: _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART J – Contractor Excise Tax License

No public corporation may award any contract for the construction of any public improvement unless the contractor has a South Dakota Contractors’ Excise Tax License.

PLEASE COMPLETE THE FOLLOWING:

1. Owner Name: _____
2. Business Name: _____
3. South Dakota Tax Permit Number: _____
4. If you applied for a Contractors’ Excise Tax License but have not received the license, please list your federal identification number and date license applied for:
 EIN _____ Application Date _____

I certify that to the best of my knowledge, the above information is accurate and complete.

Contractor Signature	Date
----------------------	------

- If the contractor indicates a license has been applied for but not received, please call the South Dakota Department of Revenue at 1-800-829-9288 to verify the status of the application.
- An application for a Contractors’ Excise Tax License may be obtained from the South Dakota Department of Revenue’s website <https://dor.sd.gov/> or by calling 800-829- 9188.

THIS FORM MUST BE SUBMITTED WITH THE CONTRACTORS’ BID

SPECIAL PROVISIONS

GENERAL

1.1 SUMMARY

- A. The work to be performed under this contract shall consist of furnishing the following to perform the work outlined in these specifications or as indicated by project drawings:
1. tools
 2. equipment
 3. materials
 4. labor
 5. supplies
 6. manufactured articles
 7. all transportation to complete the work
 8. temporary facilities
 9. owner required traffic control

Location of Work: City of Box Elder, South Dakota

- B. Incidentals Items: All work, materials, and services not expressly listed as being provided by others or not expressly called for in the contract but are necessary for the completion of the work in good faith, shall be furnished, installed, and performed by the contractor.

1.2 SUMMARY OF WORK TO BE DONE BY CONTRACTOR

- A. The City of Box Elder is seeking bids from qualified and experienced contractors to install electrical infrastructure for a well site that is to become operational early 2025. Electrical work consists of providing, pulling, and connecting electrical wire through existing conduit, making all appropriate connections, coordinating with power utility for placement of transformer, furnishing and installing junction box at well head, building rack and mounting meter next to transformer, and obtaining all necessary permits. More details of requirements, a map of the site location, and site plan can be found in the bid package.

Contractor must coordinate with West River Electric and other work on site including water main construction, well equipment installation, and foundation work.

1.3 ADDITIONAL INFORMATION

For information regarding the technical aspects of the project, contact the Project Manager:

Scott Lange, PE
City of Box Elder, City Engineer
420 Villa Drive
Box Elder, SD 57719
Telephone: 605-923-1404

Comply with all City of Box Elder ordinances and other State and local regulations related to the completion of the work including the acquisition of necessary permits.

1.4 PRE-CONSTRUCTION CONFERENCE

- A. Required after award of contract and a minimum of two weeks prior to start of construction.
- B. Representatives from the following shall attend.
 - 1. Prime Contractor and any Subcontractors
 - 2. Project Engineer and any Technical Representative(s)
 - 3. Applicable Franchise Utility Company Representative(s)
- C. The Contractor shall bring the following Submittals to the preconstruction conference.
 - 1. Project Schedule
 - 2. Traffic Control Plan
- D. The Project Engineer will arrange a date that is mutually acceptable to all parties planning to attend.
- E. Contractor shall notify subcontractors of time and date of meeting.

1.5 CONSTRUCTION SCHEDULE

- A. Present Project Engineer with a written preliminary construction schedule containing start and completion dates of the major items at the preconstruction meeting. Schedule must show how the Contractor plans to complete the project on or before the specified completion date.
- B. Notify the Project Engineer three full working days in advance of any construction.
- C. Communicate major changes to the schedule to the Project Engineer in writing.
- D. The Contractor must take appropriate measures to expedite work items that are behind schedule, including the use of outside forces to complete the work, without additional compensation.

1.6 TEMPORARY TRAFFIC CONTROL

- A. All temporary traffic control must be in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and as state herein. The Contractor shall provide traffic control devices as may be required at locations where construction is of short-term duration (i.e., street intersections and access to private property), as well as traffic control devices that are expected to be in place for the duration of the project.
- B. Construction operations must be conducted in a manner that will provide for uninterrupted movement of traffic on all public and private roadways within the construction area. At a minimum, the Contractor shall maintain one lane of traffic in each direction or provide flaggers to control alternating traffic through a single lane.
- C. Temporary ramps shall be installed and maintained at intersections and driveways for the duration of the project. At no time shall the flow of traffic be stopped completely without the approval of the Engineer. Approval for short-term, temporary closures or detours, if given, will be limited to a specific instance and will not be approved as standard practice.

- D. The Contractor shall limit all construction traffic, including material delivery and spoil removal, to those streets where there are construction activities taking place. The City will immediately suspend work if the Contractor does not limit construction traffic to approved streets. Work will be allowed to resume only after the Contractor has submitted a construction traffic routing plan limiting construction traffic to approved streets. This plan will be reviewed by the City prior to its implementation. Damage to streets resulting from unapproved construction traffic shall be corrected by the Contractor at no expense to the City.
- E. The Contractor shall submit traffic control plans to the Engineer for review at the preconstruction conference. The traffic control plan must include a description of the traffic control devices, signing, and flaggers that are to be provided. Work shall not begin until the City approves the traffic control plans. Following approval, the plan must be adhered to at all times.
- F. On streets where parking is normally allowed, the Contractor must furnish and place at least three "No Parking" signs on each side of each block of the street where parking is to be prohibited. The signs must be highly visible to motorists from all approaches to the area where parking will be restricted. The signs must be posted at least two full working days in advance of any construction activity and must state the date and times when parking will be prohibited.
- G. Construction operations must not commence until all construction signing is in place. Construction signing required for the project must be furnished and maintained by the Contractor.
- H. All public and private roadways and driveways within the project area must be fully opened to local traffic at the end of each work day and at all times when no work is taking place. When the progress of the work requires temporary closures of residential driveways, the Contractor shall provide notice to the affected residential properties 48-hours in advance of the closure. Access to residential driveways must be reestablished as soon as possible. The Contractor shall maintain continuous access to commercial and industrial properties except during paving operations. The Contractor must meet on-site with the manager of each business a minimum of 72-hours in advance of any work affecting access to their property and inform them of the measures taken to maintain access. The Contractor must place and maintain "Driveway Open" signs at commercial driveways to guide customers and deliveries to the appropriate entrances during the work. The signs must be repositioned on a continuous basis as the progress of work requires.
- I. After working hours, construction equipment must be parked outside traveled portions of the roadways and must be isolated with construction fencing and lighted barricades.
- J. In the event the Contractor fails to provide and maintain proper barricades, signs, and other traffic control devices within one hour after notification by the Engineer, the City may install the traffic control devices at the Contractor's expense. The City will deduct two times (200 percent) the City's actual cost, which will include all labor, equipment, and materials involved, from any payments due or coming due to the Contractor.

1.7 GENERAL SPECIFICATIONS

- A. Below is a list of general specifications applicable to this project. The Contractor is responsible for referencing the specifications below as well as all other sections in the Standard Construction Specifications applicable to the work. All public improvements are required to conform to the City of Box Elder Standard Construction Specifications and Details.
1. Section 01.00.00 – References
 2. Section 01.31.13 – Project Management
 3. Section 01.31.15 – Submittal Procedures
 4. Section 01.45.23 – Quality Requirements
 5. Section 01.71.23 – Staking and Construction Surveying

1.8 DETAIL DRAWINGS

- A. Contractor shall reference applicable City Standard Detail Drawings as referenced on the Construction Drawings and in the Contract Documents. Detail Drawings are listed in the City of Box Elder Standard Construction Specifications and Details document. All public improvements are required to conform to the City of Box Elder Standard Construction Specifications and Details.

1.9 PRICE AND PAYMENT

- A. Summary
1. Work covered by each section includes method of measure and basis of payment for all divisions included.
 2. Payment for the various Bid Items shall include all compensation to be received by the Contractor for furnishing all tools, equipment, materials, labor, supplies, manufactured articles, transportation, and temporary facilities required to complete the work in accordance with contract documents including incidentals.
 3. Respective prices and payment shall constitute full compensation for all work completed including incidentals.
 4. All items not expressly listed as being provided by others that are necessary for the completion of work shall be furnished and installed by the Contractor.
- B. Estimated Quantities
1. All quantities stipulated in the bid schedule or other contract documents are approximate and are to be used: (1) as basis for estimating the probable cost of the work and (2) for the purpose of comparing the bids submitted.
 2. The Contractor shall be paid for actual quantities installed based on the quantities measured in the field. The actual amount of work completed and materials furnished may differ from estimated quantities. The Contractor shall make no claim for damages, anticipated profits, or otherwise, on account of differences between the estimated amounts and the actual amount of work performed and materials furnished.
- C. Survey and Measurements
1. All quantity measurements shall be the responsibility of the Contractor and will be verified by the Project Engineer.
 2. All measurements and subsequent payments will be based on completed and accepted work performed in strict accordance with the plans, specifications, and other contract documents.

1.10 WORKING HOURS/DAYS

- A. Except as required for safety purposes, all work shall be performed during regularly scheduled working hours. The Contractor shall not work on Saturday, Sunday, or a Federal holiday without the Owner and Project Engineer’s consent.

1.11 COORDINATION WITH OTHER CONTRACTORS/UTILITIES

- A. Coordinate work with other contractors (i.e. roads, building, etc.) in the area as necessary to complete the work specified.
- B. Coordinate work with local utilities (i.e. water and sewer, power, telephone). Note: all buried utilities may not be shown on the plans. It is the Contractor’s responsibility for having utilities marked prior to construction.
- C. Franchise utility contacts for this project are provided below. Current as of 6.14.2024

<u>Utility</u>	<u>Contact</u>	<u>Telephone</u>	<u>Email</u>
West River Electric	Matt Schmahl	605-391-1956	mschmahl@westriver.com
Black Hills Energy	Travis Powrie	605-721-2642	Travis.powrie@blackhillscorp.com
MDU Gas	Katie Good	605-381-8980	kristina.good@mdu.com
Midco	Darin McIntosh	605-791-0356	darin.mcintosh@midco.com
Bluepeak	Jerome Hardy	605-721-2000	Jermone.hardy@mybluepeak.com
Century Link	Arthur Turner	605-519-1146	Arthur.Turner@limen.com
SDN Communications	Ryan Smith	605-390-3502	Ryan.smith@sdncommunications.com

1.12 CONSTRUCTION STAKING

- A. The City will provide construction stakes for the installation of Electrical – one time.
- B. The Contractor is responsible for protecting the construction stakes. Additional placement of the stakes will be at contractor expense.
- C. Contractor must provide approximately 48 hour notice for the placement of stakes.

BID ITEM DESCRIPTIONS

(Look at project spec book from TDG for list of Bid Item Descriptions)

1 Item No. 100 – Mobilization

- A. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work per the bid schedule.

2 Item No. 101 – Incidental Work

- A. Incidentals shall mean items of work, as shown on the plans and/or specifications, for which there are no bid items in the Bid Proposal. If no bid item for “incidentals” is included in the bid proposal, the cost of these items shall be included in the contract bid price for related work items.
- B. If a bid item for “incidentals” is included in the bid proposal, such work shall be included as part of this work item.
- C. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials and construction items required to complete the work per the bid schedule.

3 Item No. 200 – Pull wire through existing 3-inch conduit

- A. Wire pulling consists of pulling high voltage and low voltage single phase/poly phase wire of various gauges in existing conduit. Installation will be in accordance with manufacturer’s recommendations and industry standards.
- B. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work per the bid schedule.

4 Item No. 201 – Connect to power panel in prefab building

- A. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work per the bid schedule.

5 Item No. 202 – Connect to existing VFD

- A. This item shall include all work associated with installation of the connections to and from the VFD.
- B. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work per the bid schedule.

6 Item No. 203 – Provide appropriate electrical wire

- A. Wire must be rated to handle necessary current/voltage requirements. Installation will be in accordance with manufacturer’s recommendations and industry standards.
- B. Wire pulling consists of pulling high voltage and low voltage single phase/poly phase wire of various gauges in existing conduit.

- C. Payment for this bid item will be on a linear foot basis and will include all equipment, labor, materials, and incidentals required to complete the work per the bid schedule.

7 Item No. 204 – Install Electrical Meter at Transformer

- A. This item shall include all work associated with installation of an electrical meter at the utility transformer.
- B. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work per the bid schedule.

8 Item No. 205 – Connect To/From City Transformer

- A. This item shall include all work associated with installation of the connections to and from the City transformer. Installation will be in accordance with manufacturer's recommendations and industry standards.
- B. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work per the bid schedule.

9 Item No. 300 – Provide and install junction box near wellhead

- A. This item consists of installing the junction box near the wellhead. Installation will be in accordance with manufacturer's recommendations and industry standards.
- B. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work per the bid schedule.

10 Item No. 301 – Construct steel pedestal mount for meter at transformer

- B. This item includes all work related to the construction of the pedestal mount.
- C. Appropriate materials for the pedestal to be constructed from are as follows:
Weatherproof steel or weatherproof wood.
- D. Payment for this bid item will be on a lump-sum basis and will include all equipment, labor, materials, and incidentals required to complete the work per the bid schedule.
- E. Please refer to the WREA Construction Handbook. This can be found on their website, <https://www.westriver.coop/sites/default/files/Residential%20Construction%20Handbook%20-%202022-02-24.pdf>

For all other work items not referenced above refer to the City of Box Elder Standard Construction Specifications and Details.

APPENDIX I: BOX ELDER WELL NO 10 PLANS SITE LOCATION

PLANS FOR	PLANS BY TDG Towey Design Group 475 Villa Drive, Suite #3 Box Elder, SD 57719 605.600.3756		CITY APPROVAL	SD DAIR APPROVAL	CONSTRUCTION SERVICES	SHEET NAME: TITLE	SHEET NO: 1																		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p style="text-align: center;">BOX ELDER WELL NO.10</p> <p style="text-align: center;">SITE PLAN AND PUMP STATION SETTING</p> <p style="text-align: center;">BOX ELDER, SOUTH DAKOTA</p> <p style="text-align: center;">TDG PROJECT NO. 23-059</p> </div> <div style="width: 30%;"> <p style="text-align: center;">BOX ELDER PROJECT NO. 23.002</p> <p style="text-align: center;">BOX ELDER, SOUTH DAKOTA</p> </div> <div style="width: 30%;"> <p style="text-align: center;">INDEX OF SHEETS</p> <table border="0" style="font-size: small;"> <tr><td>1</td><td>TITLE</td></tr> <tr><td>2-6</td><td>GENERAL NOTES / LEGEND / ESTIMATE OF QUANTITIES</td></tr> <tr><td>7</td><td>EXISTING CONDITIONS</td></tr> <tr><td>8</td><td>EROSION CONTROL PLAN</td></tr> <tr><td>9</td><td>SITE PLAN</td></tr> <tr><td>10</td><td>WATER MAIN PLAN AND PROFILE</td></tr> <tr><td>11</td><td>GRADING PLAN</td></tr> <tr><td>12</td><td>POINTS PLAN</td></tr> <tr><td>13-16</td><td>DETAILS</td></tr> </table> </div> </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-around;"> <div style="width: 45%;"> <p style="text-align: center; font-size: x-small;">SOUTH DAKOTA</p> <p style="text-align: center; font-size: x-small;">BOX ELDER</p> </div> <div style="width: 45%;"> <p style="text-align: center; font-size: x-small;">PROJECT LOCATION MAP NOT TO SCALE</p> </div> </div> <div style="margin-top: 20px;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="font-size: x-small;">Project Name: CBE TO10 BOX ELDER WELL NO.10 SITE PLAN</p> <p style="font-size: x-small;">Current Address: 15025 150TH AVE</p> <p style="font-size: x-small;">Legal Description: WELL LOT #10</p> </div> <div style="width: 45%;"> <p style="font-size: x-small;">REGISTERED PROFESSIONAL ENGINEER</p> <p style="font-size: x-small;">REG. NO. 9254</p> <p style="font-size: x-small;">MICHAEL J. TOWEY</p> <p style="font-size: x-small;">SOUTH DAKOTA</p> <p style="font-size: x-small;">DATE: 05.13.2024</p> <p style="font-size: x-small;">ENGINEER: <i>Michael J. Towey</i></p> </div> </div> </div> </div>								1	TITLE	2-6	GENERAL NOTES / LEGEND / ESTIMATE OF QUANTITIES	7	EXISTING CONDITIONS	8	EROSION CONTROL PLAN	9	SITE PLAN	10	WATER MAIN PLAN AND PROFILE	11	GRADING PLAN	12	POINTS PLAN	13-16	DETAILS
1	TITLE																								
2-6	GENERAL NOTES / LEGEND / ESTIMATE OF QUANTITIES																								
7	EXISTING CONDITIONS																								
8	EROSION CONTROL PLAN																								
9	SITE PLAN																								
10	WATER MAIN PLAN AND PROFILE																								
11	GRADING PLAN																								
12	POINTS PLAN																								
13-16	DETAILS																								

<p>Specifications to Be Used</p> <p>All work shall be constructed in accordance with the City of Box Elder Public Works Department Standard Specifications for Road and Street Construction, 2021 Edition (Standard Specifications) with all current updates, except as modified in the bid documents. The Standard Specifications can be viewed on their website at www.boxelder.us/city-departments/standard-specifications/.</p> <p>The Contractor shall notify the engineer of conflicts between drawings, detailed specifications, and the Standard Specifications.</p> <p>The project documents may be further supplemented by either the South Dakota Department of Transportation Standard Specification for Roads and Streets Construction 2007 Edition or the Standard Specifications of Public Works Construction 2007 Edition as noted in these drawings.</p> <p>Project Note</p> <p>The project consists of a site plan design for Well No. 10 that includes site grading, development of site access from 150th St. (Meade County), proposed pump house location, and pipe system from Well No. 10 to proposed pump house and from pump house to water main.</p> <p>Warranty Period</p> <p>The warranty period for this project shall conform to the conditions of the Standard Specifications with the exception that the warranty period will not begin until the project is 100% complete and shall be based on completion of all phases.</p> <p>The standard warranty for this project will be two (2) years or as required in Section 01-45.23 of the Standard Specifications.</p> <p>Contractor Furnished Staking</p> <p>All staking on the project will be by the Contractor in accordance with the Standard Specifications. Payment for contractor furnished staking will be at the contract lump sum price for "Construction Staking".</p> <p>Project Record Drawings</p> <p>The Contractor shall measure and record any horizontal or vertical deviations from the contract drawings. The changes shall be recorded in an accurate and legible fashion on the drawings, and furnished to the Engineer upon completion of the project. Specifically, all service taps, connections, anodes and buried fittings shall be recorded. The as-built drawings shall be on-site and available for review upon request.</p> <p>Staking Areas</p> <p>No specific staking areas have been identified for this project. However, the Contractor shall identify and mark all locations where the Contractor wishes to stage materials in construction phasing permits. If the Contractor wishes to stage materials in locations outside the work limits, the Contractor is responsible for obtaining written permission from the owner of the proposed location and the Engineer. Copies of any written permission shall be delivered to the Engineer.</p> <p>Pre-construction Meeting</p> <p>The Contractor is responsible for repairs necessary to any disturbance or damage to areas outside of the project area.</p> <p>A pre-construction meeting will be scheduled and will require attendance by the Contractor and all subcontractors working on the project. The pre-construction meeting will not be scheduled until all required submittals have been received and approved.</p>	<p>Access</p> <p>The Contractor shall maintain access to all adjacent properties at all times. The Contractor shall provide access to all adjacent properties at all times. The Contractor shall provide access to all adjacent properties at all times. The Contractor shall provide access to all adjacent properties at all times.</p> <p>Submittals</p> <p>The term "Submittals" includes drawings, diagrams, descriptive literature, illustrations, instructions, schedules, performance and test data, product data sheets, material safety data sheets, and similar materials by a supplier or Contractor to illustrate material or equipment for some portion of the work.</p> <p>Submittals are required for all items listed below and as required in the Detailed Specifications. A Submittal Schedule is provided in Section 01.31.15 of the Standard Specifications. This submittal schedule will be utilized throughout construction by the Contractor, Engineer and City for tracking of submittals.</p> <p>The Contractor shall submit the following items to the Engineer a minimum of ten (10) working days prior to a preconstruction meeting:</p> <ul style="list-style-type: none"> - Detailed Construction Schedule - Traffic Control Plan for the entire project, including pedestrian and bicycle traffic - Air Quality Construction Permit from Pennington County - Copy of the Contractor Authorization Form to accompany the Notice of Intent to Construct - Copy of the Contractor's SDDANR Temporary Discharge Permit - Copy of the Contractor's Stormwater Pollution Prevention Plan - List of licensed pipe installers, or other key personnel who will be on the project - List of subcontractors and suppliers associated with the project <p>The Engineer will not schedule the preconstruction meeting until all of the items listed above have been submitted and approved.</p> <p>Construction Schedule</p> <p>The Contractor shall prepare and submit a detailed construction schedule a minimum of ten (10) working days prior to the preconstruction meeting. The construction schedule shall be approved by the Engineer prior to issuing the notice-to-proceed.</p> <p>The construction schedule shall be prepared using industry standard project chart or other graphic format indicating times (in days or by dates) for staining and other major activities. The construction schedule shall include all major activities, including but not limited to: excavation, foundation, framing, materials, traffic control, phasing and sequencing of work, final surface restoration, significant milestones, etc. The schedule shall be submitted in paper form.</p> <p>Scheduling of erosion control, seeding, mulching and gravel placement shall be scheduled in conjunction with the work to avoid erosion of the work area.</p> <p>The Contractor shall update the construction schedule at the request of the Engineer, if, in the Engineer's opinion, it no longer represents the actual construction schedule in the event the Contractor's planning for the work is revised.</p> <p>Haar Route</p> <p>The Contractor will provide a diagram of the proposed haar route(s) to be used during construction to and from the project area for the Engineer and Owner to review and approve.</p>	<p>Traffic Control</p> <p>No construction traffic control plan has been developed. It is the responsibility of the Contractor to develop a traffic control plan (TCP) for the project in accordance with the necessary criteria. Periodic TCP updates may be required as the project progresses. The TCP shall insure vehicular and pedestrian safety during the construction of the project.</p> <p>The Contractor shall notify the Engineer 7 days prior to the start of construction and before any substantial traffic control changes with a proposed traffic control plan and timeline for review to facilitate the proposed utility and pavement restoration improvements. The Contractor shall provide a copy of the plan to the City for approval prior to commencing any construction activities within the project right-of-way.</p> <p>Payment for development and implementation of the Traffic Control Plan shall be at the contract unit price per lump sum for "Traffic Control". All other costs associated with maintaining the traffic control items shall be incidental to the project.</p> <p>Permits</p> <p>The Contractor shall be responsible for obtaining all necessary permits for this project including, but not limited to, the following:</p> <ul style="list-style-type: none"> - Coverage under the SDDANR General Permit for Storm Water Discharges - Associated with Construction Activities will be obtained by the Contractor (if necessary). Contractor shall complete and file a Contractor Authorization Form with SDDANR. This includes the Temporary Dewatering Permit. - City of Box Elder Right-of-Way Work Permit. - City of Box Elder Right-of-Way Work Permit. <p>Fees for all City permits shall be borne by the City of Box Elder. All other fees associated with permits shall be incidental to the project.</p> <p>Construction Limits</p> <p>In general, the construction limits for the project shall be defined as property lines, right-of-way lines, existing utility easement and temporary construction easement lines unless indicated otherwise on the drawings or further defined herein.</p> <p>Construction activities shall be restricted to the construction limits unless prior approval is received from the Engineer.</p> <p>Protection of Existing Features</p> <p>Existing features, including trees, landscaping, pavements, structures, etc. not called out for removal, or remove and reset, shall be protected by the Contractor. Methods of protection shall be submitted to and approved by the Engineer prior to construction.</p> <p>All costs for protecting all existing features shall be considered INCIDENTAL to the project.</p> <p>Exploratory Excavation</p> <p>The Contractor shall provide exploratory excavation as necessary for the completion of the work under this contract. All costs for exploratory excavation shall be considered INCIDENTAL to the project and no separate payment will be made.</p> <p>Project Coordination</p> <p>Contractor is responsible for coordinating work with all adjacent property owners that will be temporarily impacted by construction of this project. All costs for project coordination shall be considered INCIDENTAL to the project.</p>	<p>Incidental Work</p> <p>This work includes all miscellaneous items not included under the regular items covered by the Standard Specifications. Specific incidental items are shown on the drawings and will be paid for at the contract lump sum price for "Incidental Work". Incidental work includes, but is not limited to the following:</p> <ul style="list-style-type: none"> - Waste disposal site; - Dust control; - Adjust private utilities; - Flushing and declorination of water mains; - Protection of existing features/utilities; - Existing utility location and verification; - Exploratory excavation; - Project coordination, including landowner/resident notification, public service announcements, etc.; - Maintenance and coordination of solid waste disposal service; - Landowner/resident notification; - Orange plastic safety fence (pedestrian traffic control); - Mail service coordination; - Sewer water service; - Sawcutting; - Tree trimming; - Snow removal. <p>Waste Disposal Site</p> <p>The Contractor will be responsible for all waste disposal on the project. The Contractor shall furnish the disposal site for this work and the location must be approved by the Engineer. No waste disposal is allowed within right-of-way or easement areas. All waste disposal shall be incidental to each item description for demolition or abandonment.</p> <p>Topsoil is not considered a waste material and shall not be removed from the site. The Contractor shall spread all topsoil to at least the minimum thickness required. All additional topsoil shall be spread evenly across all applicable disturbed areas.</p> <p>All material generated by this project must be disposed of at a permitted site. Depending on what material is generated and whether it is contaminated or not, and whether it is a permitted facility category, a permitted facility category includes: contractor and demolition debris, construction materials, regional landfills. Contact SDDENR Waste Management Program at 605-773.153 to identify locally permitted disposal sites for various categories of contaminated and uncontaminated materials.</p> <p>Waste material may not be disposed of in a site the city may identify as a future or existing metering dam location. A City of Box Elder Grading Permit will be necessary if the waste disposal site meets prerequisites for a city grading permit.</p> <p>All costs associated with furnishing waste disposal site(s), disposing of waste maintaining control of access (fence, gates, and signs), and reclamation of the waste disposal site(s) shall be INCIDENTAL to the various contract items.</p> <p>Project Information Signs</p> <p>In addition to other signage required for this project, the Contractor shall furnish and install project information signs that clearly identify the project name, completion dates, contractor name, and contractor phone number. A detail for the project sign has been included in the plans. The signs shall be located per the project information signs shall be INCIDENTAL to the project.</p>
<p>Revisions:</p> <p>2024.04.09 - 100% FOR REVIEW</p> <p>2024.05.13 - 100% PLANS</p> <p>BOX ELDER WELL NUMBER 10</p> <p>SITE PLAN</p> <p>BOX ELDER, SOUTH DAKOTA</p>			
<p>Specifications to Be Used</p> <p>All work shall be constructed in accordance with the City of Box Elder Public Works Department Standard Specifications for Road and Street Construction, 2021 Edition (Standard Specifications) with all current updates, except as modified in the bid documents. The Standard Specifications can be viewed on their website at www.boxelder.us/city-departments/standard-specifications/.</p> <p>The Contractor shall notify the engineer of conflicts between drawings, detailed specifications, and the Standard Specifications.</p> <p>The project documents may be further supplemented by either the South Dakota Department of Transportation Standard Specification for Roads and Streets Construction 2007 Edition or the Standard Specifications of Public Works Construction 2007 Edition as noted in these drawings.</p> <p>Project Note</p> <p>The project consists of a site plan design for Well No. 10 that includes site grading, development of site access from 150th St. (Meade County), proposed pump house location, and pipe system from Well No. 10 to proposed pump house and from pump house to water main.</p> <p>Warranty Period</p> <p>The warranty period for this project shall conform to the conditions of the Standard Specifications with the exception that the warranty period will not begin until the project is 100% complete and shall be based on completion of all phases.</p> <p>The standard warranty for this project will be two (2) years or as required in Section 01-45.23 of the Standard Specifications.</p> <p>Contractor Furnished Staking</p> <p>All staking on the project will be by the Contractor in accordance with the Standard Specifications. Payment for contractor furnished staking will be at the contract lump sum price for "Construction Staking".</p> <p>Project Record Drawings</p> <p>The Contractor shall measure and record any horizontal or vertical deviations from the contract drawings. The changes shall be recorded in an accurate and legible fashion on the drawings, and furnished to the Engineer upon completion of the project. Specifically, all service taps, connections, anodes and buried fittings shall be recorded. The as-built drawings shall be on-site and available for review upon request.</p> <p>Staking Areas</p> <p>No specific staking areas have been identified for this project. However, the Contractor shall identify and mark all locations where the Contractor wishes to stage materials in construction phasing permits. If the Contractor wishes to stage materials in locations outside the work limits, the Contractor is responsible for obtaining written permission from the owner of the proposed location and the Engineer. Copies of any written permission shall be delivered to the Engineer.</p> <p>Pre-construction Meeting</p> <p>The Contractor is responsible for repairs necessary to any disturbance or damage to areas outside of the project area.</p> <p>A pre-construction meeting will be scheduled and will require attendance by the Contractor and all subcontractors working on the project. The pre-construction meeting will not be scheduled until all required submittals have been received and approved.</p>	<p>Access</p> <p>The Contractor shall maintain access to all adjacent properties at all times. The Contractor shall provide access to all adjacent properties at all times. The Contractor shall provide access to all adjacent properties at all times. The Contractor shall provide access to all adjacent properties at all times.</p> <p>Submittals</p> <p>The term "Submittals" includes drawings, diagrams, descriptive literature, illustrations, instructions, schedules, performance and test data, product data sheets, material safety data sheets, and similar materials by a supplier or Contractor to illustrate material or equipment for some portion of the work.</p> <p>Submittals are required for all items listed below and as required in the Detailed Specifications. A Submittal Schedule is provided in Section 01.31.15 of the Standard Specifications. This submittal schedule will be utilized throughout construction by the Contractor, Engineer and City for tracking of submittals.</p> <p>The Contractor shall submit the following items to the Engineer a minimum of ten (10) working days prior to a preconstruction meeting:</p> <ul style="list-style-type: none"> - Detailed Construction Schedule - Traffic Control Plan for the entire project, including pedestrian and bicycle traffic - Air Quality Construction Permit from Pennington County - Copy of the Contractor Authorization Form to accompany the Notice of Intent to Construct - Copy of the Contractor's SDDANR Temporary Discharge Permit - Copy of the Contractor's Stormwater Pollution Prevention Plan - List of licensed pipe installers, or other key personnel who will be on the project - List of subcontractors and suppliers associated with the project <p>The Engineer will not schedule the preconstruction meeting until all of the items listed above have been submitted and approved.</p> <p>Construction Schedule</p> <p>The Contractor shall prepare and submit a detailed construction schedule a minimum of ten (10) working days prior to the preconstruction meeting. The construction schedule shall be approved by the Engineer prior to issuing the notice-to-proceed.</p> <p>The construction schedule shall be prepared using industry standard project chart or other graphic format indicating times (in days or by dates) for staining and other major activities. The construction schedule shall include all major activities, including but not limited to: excavation, foundation, framing, materials, traffic control, phasing and sequencing of work, final surface restoration, significant milestones, etc. The schedule shall be submitted in paper form.</p> <p>Scheduling of erosion control, seeding, mulching and gravel placement shall be scheduled in conjunction with the work to avoid erosion of the work area.</p> <p>The Contractor shall update the construction schedule at the request of the Engineer, if, in the Engineer's opinion, it no longer represents the actual construction schedule in the event the Contractor's planning for the work is revised.</p> <p>Haar Route</p> <p>The Contractor will provide a diagram of the proposed haar route(s) to be used during construction to and from the project area for the Engineer and Owner to review and approve.</p>	<p>Traffic Control</p> <p>No construction traffic control plan has been developed. It is the responsibility of the Contractor to develop a traffic control plan (TCP) for the project in accordance with the necessary criteria. Periodic TCP updates may be required as the project progresses. The TCP shall insure vehicular and pedestrian safety during the construction of the project.</p> <p>The Contractor shall notify the Engineer 7 days prior to the start of construction and before any substantial traffic control changes with a proposed traffic control plan and timeline for review to facilitate the proposed utility and pavement restoration improvements. The Contractor shall provide a copy of the plan to the City for approval prior to commencing any construction activities within the project right-of-way.</p> <p>Payment for development and implementation of the Traffic Control Plan shall be at the contract unit price per lump sum for "Traffic Control". All other costs associated with maintaining the traffic control items shall be incidental to the project.</p> <p>Permits</p> <p>The Contractor shall be responsible for obtaining all necessary permits for this project including, but not limited to, the following:</p> <ul style="list-style-type: none"> - Coverage under the SDDANR General Permit for Storm Water Discharges - Associated with Construction Activities will be obtained by the Contractor (if necessary). Contractor shall complete and file a Contractor Authorization Form with SDDANR. This includes the Temporary Dewatering Permit. - City of Box Elder Right-of-Way Work Permit. - City of Box Elder Right-of-Way Work Permit. <p>Fees for all City permits shall be borne by the City of Box Elder. All other fees associated with permits shall be incidental to the project.</p> <p>Construction Limits</p> <p>In general, the construction limits for the project shall be defined as property lines, right-of-way lines, existing utility easement and temporary construction easement lines unless indicated otherwise on the drawings or further defined herein.</p> <p>Construction activities shall be restricted to the construction limits unless prior approval is received from the Engineer.</p> <p>Protection of Existing Features</p> <p>Existing features, including trees, landscaping, pavements, structures, etc. not called out for removal, or remove and reset, shall be protected by the Contractor. Methods of protection shall be submitted to and approved by the Engineer prior to construction.</p> <p>All costs for protecting all existing features shall be considered INCIDENTAL to the project.</p> <p>Exploratory Excavation</p> <p>The Contractor shall provide exploratory excavation as necessary for the completion of the work under this contract. All costs for exploratory excavation shall be considered INCIDENTAL to the project and no separate payment will be made.</p> <p>Project Coordination</p> <p>Contractor is responsible for coordinating work with all adjacent property owners that will be temporarily impacted by construction of this project. All costs for project coordination shall be considered INCIDENTAL to the project.</p>	<p>Incidental Work</p> <p>This work includes all miscellaneous items not included under the regular items covered by the Standard Specifications. Specific incidental items are shown on the drawings and will be paid for at the contract lump sum price for "Incidental Work". Incidental work includes, but is not limited to the following:</p> <ul style="list-style-type: none"> - Waste disposal site; - Dust control; - Adjust private utilities; - Flushing and declorination of water mains; - Protection of existing features/utilities; - Existing utility location and verification; - Exploratory excavation; - Project coordination, including landowner/resident notification, public service announcements, etc.; - Maintenance and coordination of solid waste disposal service; - Landowner/resident notification; - Orange plastic safety fence (pedestrian traffic control); - Mail service coordination; - Sewer water service; - Sawcutting; - Tree trimming; - Snow removal. <p>Waste Disposal Site</p> <p>The Contractor will be responsible for all waste disposal on the project. The Contractor shall furnish the disposal site for this work and the location must be approved by the Engineer. No waste disposal is allowed within right-of-way or easement areas. All waste disposal shall be incidental to each item description for demolition or abandonment.</p> <p>Topsoil is not considered a waste material and shall not be removed from the site. The Contractor shall spread all topsoil to at least the minimum thickness required. All additional topsoil shall be spread evenly across all applicable disturbed areas.</p> <p>All material generated by this project must be disposed of at a permitted site. Depending on what material is generated and whether it is contaminated or not, and whether it is a permitted facility category, a permitted facility category includes: contractor and demolition debris, construction materials, regional landfills. Contact SDDENR Waste Management Program at 605-773.153 to identify locally permitted disposal sites for various categories of contaminated and uncontaminated materials.</p> <p>Waste material may not be disposed of in a site the city may identify as a future or existing metering dam location. A City of Box Elder Grading Permit will be necessary if the waste disposal site meets prerequisites for a city grading permit.</p> <p>All costs associated with furnishing waste disposal site(s), disposing of waste maintaining control of access (fence, gates, and signs), and reclamation of the waste disposal site(s) shall be INCIDENTAL to the various contract items.</p> <p>Project Information Signs</p> <p>In addition to other signage required for this project, the Contractor shall furnish and install project information signs that clearly identify the project name, completion dates, contractor name, and contractor phone number. A detail for the project sign has been included in the plans. The signs shall be located per the project information signs shall be INCIDENTAL to the project.</p>
<p>TDG</p> <p>Towey Design Group, Inc. 475 Villa Drive, Suite # 3 Box Elder, SD 57719 605.600.3758</p>	<p>LOGO:</p> 	<p>REVISIONS:</p> <p>2024.04.09 - 100% FOR REVIEW</p> <p>2024.05.13 - 100% PLANS</p> <p>BOX ELDER WELL NUMBER 10</p> <p>SITE PLAN</p> <p>BOX ELDER, SOUTH DAKOTA</p>	<p>JOB NUMBER: 23-089</p> <p>DESIGNED BY: RW</p> <p>DRAWN BY: RW/ST</p> <p>SURVEYED BY:</p> <p>SURVEY DATE:</p> <p>NOTES</p> <p>SHEET NO: 2</p>

Progress Meetings
 Progress meetings will be held at least weekly, and more frequently in critical areas. The weekly meeting schedule will be established at the preconstruction meeting.

The Engineer will prepare the meeting agendas and meeting minutes. The Contractor shall make available appropriate space for progress meetings. The Contractor shall supply sufficient tables and chairs to accommodate the preconstruction meeting attendees as well as 2 additional people which may include the Engineer, adjacent landowners, Engineer's representatives, City personnel, etc.

Progress meetings will be held at an offsite location arranged by the Contractor.

Existing Utilities
 Location of existing utilities shown on these drawings are approximate and were taken from available records. Prior to excavation, the Contractor shall field verify the location of all utilities to be excavated. The Contractor shall maintain a minimum horizontal clearance of eighteen inches between a marked underground facility and the cutting edge of any mechanical equipment. If excavation is required within eighteen inches, horizontally, the contractor shall excavate to a minimum of 36 inches below the bottom of the excavation to protect and support the facility prior to further excavation with mechanical equipment.

Unless explicitly otherwise noted, any disturbance or replacement of existing utilities shall be the responsibility of the Contractor. The Contractor shall coordinate relocation of utility with the utility owner. All utilities are to be adjusted and/or relocated by the respective utility companies unless other provisions are explicitly called for within these drawings.

Contractor Provided Water
 The Contractor shall be responsible for providing water for compaction of earth and granular materials used for, but not limited to, grading, subgrade preparation, and trench backfill. Water needed for soil and seed irrigation, street cleaning, and other uses shall be provided by the Contractor. The Contractor shall provide fire water for water main testing and disinfection. There will be no separate payment for water. The costs for purchasing, loading, transporting, and applying/incorporating water shall be incidental to the various items where water is required.

The Contractor will be required to pay for meter fees and installation onto a fire hydrant if the water is purchased from the City of Box Elder. Contact the Public Works Office at (605) 923-1404 to arrange for meter hook-ups to be added to fire hydrants and to obtain the current rate that will be charged.

Stockpiled Materials
 Requests for payment for stockpiled materials shall be accompanied by invoices and receipts for the materials. The Contractor shall be fully responsible for preparing and submitting documentation in the form and format required by the Engineer and owner to be considered for payment.

Removal Quantities
 Estimated removal and abandonment quantities are provided on the following plan sheets. Quantities provided have been calculated based on the project location on the drawings. The Contractor shall verify the quantities. If they believe the tabulated information is in error, if an error is found, the Engineer shall be immediately notified.

Please quantify will be the basis for payment for removal items unless changes are directed by the Engineer during construction. If changes are directed, the actual quantities removed will be measured by the Engineer and will be paid for at the unit prices under the respective removal bid items.

Remove Fence
 Existing fence shall be removed, salvaged, and/or reset at the locations noted. "Remove Fence" will be paid for by the linear foot and shall include all brace panels, gates, etc.

Removal Quantities
 Estimated removal and abandonment quantities are provided on the following plan sheets. Quantities provided have been calculated based on the project location on the drawings. The Contractor shall verify the quantities. If they believe the tabulated information is in error, if an error is found, the Engineer shall be immediately notified.

Please quantify will be the basis for payment for removal items unless changes are directed by the Engineer during construction. If changes are directed, the actual quantities removed will be measured by the Engineer and will be paid for at the unit prices under the respective removal bid items.

Remove Fence
 Existing fence shall be removed, salvaged, and/or reset at the locations noted. "Remove Fence" will be paid for by the linear foot and shall include all brace panels, gates, etc.

Utilities
 The information on these drawings concerning the type, size, and location of utilities has been shown based upon the best information available at the time of the design. The Contractor is responsible for determining the exact location of all utilities to be excavated. The Contractor is responsible for protecting all existing utilities in place.

Contractor shall coordinate all relocations with the utility companies. Electric, telephone, gas, and gas utilities may be adjusted and/or relocated by the respective utility companies.

The Contractor shall contact all utility companies prior to bidding this project so that they are aware of their relocation / adjustment / or installation regarding this project. Any conflicts will be the responsibility of the Contractor and utility to resolve at no cost in time or money to the city. The Contractor shall utilize the South Dakota One Call Notification Process to provide advance notice of at least 48 hours, excluding weekends and holidays, to inform all South Dakota utilities of the location of the proposed excavation. The Contractor shall contact all utility companies before work has commenced.

If in the course of excavation, the excavator is unable to locate the underground facility or discovers that the operator of the underground facility has incorrectly located the facility, the Contractor shall immediately notify the Engineer. If the utility operator is unknown, the one-call notification center. The excavator shall also notify the City representative/Engineer.

Existing Utility Crossings
 Significant effort has been put forth to provide horizontal and vertical location of existing utilities in these plans. However, it is the responsibility of the Contractor to verify both horizontal and vertical location of all utilities. Any disturbance associated with the verification requires in-kind surface restoration, and shall be INCIDENTAL to the project.

Refer to the Standard Specifications for crossing of existing storm sewers, sanitary sewers, water mains and water main lowerings. At all locations where the proposed utility improvement crosses or is adjacent to existing utilities the Contractor shall be responsible for providing the necessary temporary structural support for the utilities that are not disturbed during the work. Temporary structural support for the utilities may be required. These structures will consist of sub-excavation to the depth as required by the Engineer and placement of Type 2 or Type 3 Foundation Material.

No separate payment shall be made for crossed utility protection. Any repair work necessary to a crossed utility resulting from the Contractor's activity shall be at the Contractor's expense.

Removal Quantities
 Estimated removal and abandonment quantities are provided on the following plan sheets. Quantities provided have been calculated based on the project location on the drawings. The Contractor shall verify the quantities. If they believe the tabulated information is in error, if an error is found, the Engineer shall be immediately notified.

Please quantify will be the basis for payment for removal items unless changes are directed by the Engineer during construction. If changes are directed, the actual quantities removed will be measured by the Engineer and will be paid for at the unit prices under the respective removal bid items.

Remove Fence
 Existing fence shall be removed, salvaged, and/or reset at the locations noted. "Remove Fence" will be paid for by the linear foot and shall include all brace panels, gates, etc.

Right of Way Removals
 Landscaping and other associated items located within the right-of-way to be removed during construction shall be removed and salvaged to the landowner. The Contractor shall be responsible for determining the exact location of all items to be removed. Any items that need to be removed outside the right of way must be coordinated with the landowner.

Unclassified Excavation
 All materials, except rock, encountered during construction for the roads and as shown on the cross sections and grading plans regardless of their nature or manner in which they are removed will be considered unclassified excavation. Excess material shall be hauled off of the site by the Contractor to an approved location by the Engineer. Hauling excess material off the site shall be incidental to the bid item "Excavation, Unclassified".

Classification and reclassification of the top six inches of subgrade as shown in the typical sections shall be incidental to the bid item "Excavation, Unclassified".

Plans quantity will be the basis for payment, provided the project is constructed in accordance with the plans. It is the responsibility of the Contractor to determine if the work has been performed in conformance with the plans.

Bedding, Foundation Material and Imported Backfill (Trench)
 Groundwater may be encountered along portions of the project. These conditions do not deem the excavated material unsuitable and is not justification for the use of imported material.

The Contractor shall be responsible for either drying the wet but otherwise suitable material or hauling in drier material at no additional cost to the City. The use of imported backfill will only be authorized by the Engineer, if in the Engineer's opinion, there is insufficient quantity of suitable backfill material, including material that can be dried.

The use of Type I Bedding, Type III and Type IV Foundation Materials and imported backfill shall be authorized by the Engineer prior to placement. Measurement and payment will be made in accordance with the Standard Specifications. Bedding material for standard trench bedding is INCIDENTAL to the placement of the water mains and sanitary sewer mains per the Standard Specifications.

Material Ticket Submittals and Stockpiles
 The Contractor shall submit all tickets for measurement and payment to the inspector within 48 hours, per Standard Specifications. Any ticket received later than 48 hours will not be accepted and payment for that item will not be made. All tickets shall accompany the material to the site. No hand written tickets shall be allowed.

Contractor-Furnished Topsoil
 The Contractor shall furnish and place topsoil at all areas indicated in the plans to be reseeded or sodded. The returned topsoil to cover the area designated to receive sod, to a minimum depth of 4 inches, is given in the estimate of quantities assuming no shrinkage.

Any areas outside the work limits, disturbed by the Contractor, shall be reseeded to a like condition by the Contractor at no expense to the City. Payment for Contractor Furnished and Placed Topsoil will be at the contract unit price per cubic yard for "Topsoil, Furnish and Place". Plans quantity will be the basis of payment for "Topsoil, Furnish and Place" unless changes are ordered by the Engineer.

Trench Backfill
 All trench backfill shall be in accordance with Section 31.23.16 of the Standard Specifications, except as altered by these notes and the Geotechnical Report. The Contractor shall be responsible for determining the exact location of all utility trenches. The Contractor shall screen all gypsum fragments greater than one (1) inch in nominal size from the backfill material prior to reconditioning and placement.

Cohesive (clay) backfill shall be moisture conditioned to within +/- 1% to +/- 3% of optimum moisture content prior to placement. Relatively cohesionless (sand and gravel) shall be moisture conditioned to within +/- 3% of optimum moisture content prior to placement.

Backfill material shall be placed in loose lifts of 8 inches or less. If hand-operated compaction equipment is used, the loose lifts shall be reduced to 4 inches or less.

Each lift shall be compacted to at least 92% of maximum proctor density. The top one (1) foot shall be compacted to at least 95% of maximum proctor density.

Material Stockpile Identification
 The Contractor shall clearly identify material stockpiles so that material types and uses are clearly identified, for example - bedding, base course, gravel cushion for sidewalk, topsoil, overburden, foundation, etc.

Granular Base Material
 Aggregates for granular base material shall conform to the requirements for "1" aggregate base course as specified in the Standard Specifications for this project. Also reference SDDOT Standard Specifications.

Placement of granular base material shall be in accordance with the Standard Specifications.

Estimated quantities were based upon an assumed in place density of 150 lb./cu ft. All granular base material shall be paid for under the bid item for "Aggregate Base Course".

Payment for all Aggregate Base Course materials shall be made up to plans quantities as provided in the surfacing tables unless changes are approved by the Engineer or Owner's representative. Weight tickets shall be submitted according to the notes in these General Notes.

Contractor-Furnished Topsoil
 The Contractor shall furnish and place topsoil at all areas indicated in the plans to be reseeded or sodded. The returned topsoil to cover the area designated to receive sod, to a minimum depth of 4 inches, is given in the estimate of quantities assuming no shrinkage.

Any areas outside the work limits, disturbed by the Contractor, shall be reseeded to a like condition by the Contractor at no expense to the City. Payment for Contractor Furnished and Placed Topsoil will be at the contract unit price per cubic yard for "Topsoil, Furnish and Place". Plans quantity will be the basis of payment for "Topsoil, Furnish and Place" unless changes are ordered by the Engineer.

TDG
 Tourey Design Group, Inc.
 475 Villa Drive, Suite #3
 Box Elder, SD 57719
 605.600.3758

REVISIONS:
 2024.04.09 - 100% FOR REVIEW
 2024.05.13 - 100% PLANS

**BOX ELDER WELL NUMBER 10
 SITE PLAN
 BOX ELDER, SOUTH DAKOTA**


JOB NUMBER: 23-059
DESIGNED BY: RW
DRAWN BY: RW/ST
SURVEYED BY:
REVISION DATE:

SHEET NAME: NOTES
SHEET NO: 3

LOCAL:

REGISTERED PROFESSIONAL ENGINEER
 STATE OF SOUTH DAKOTA
 No. 1504
 EXPIRES 12/31/2025

NOTES

<p>PVC Water Main</p> <p>All water main shall conform to AWWA Standard C900-16 DR18 PC 235 PVC and the Standard Specifications. The pipe shall meet all requirements specified in Section 33.11.13 and shall be DR18 Treasore Class 235.</p> <p>Water services, fire hydrant leads and water mains shall be installed in accordance with the details provided in the plans with a minimum cover of 6 feet. The installation shall meet all international fire codes for installation into the building.</p> <p>Regular bell and spigot PVC may be used at 6" diameter hydrant leads where there will be no pipe joint between the tee and the hydrant.</p> <p>Contractor shall coordinate any water main shutdown with the City of Box Elder Public Works Department thru the City Construction Inspector. Contractor shall utilize appropriate measures to minimize service disruptions to residents and businesses.</p> <p>Water Main Fittings</p> <p>All fittings shall be ductile iron mechanical joints, unless otherwise noted, with Coe-Blue bolts or approved equal and shall be restrained.</p> <p>Payment for thrust restraints on all PVC pipe shall be INCIDENTAL to the fittings and water main bid items and no separate payment will be made.</p> <p>Fire Hydrants</p> <p>Fire hydrants shall be Watervous Paer WB-57 per Section 33.11.13.06 (F) of the Standard Specifications. Fire hydrants shall be set according to Box Elder Detail W02 for the water distribution mains.</p> <p>Payment for fire hydrants shall include the auxiliary valve and box as called for in Section 33.11.13.02 of the Standard Specifications.</p> <p>Pipeline Warning Tape</p> <p>Warning tape as specified in Section 33.11.13.12 & 23 of the Standard Specifications shall be installed above all proposed water mains on the project. Warning tape shall be INCIDENTAL to the water main installation.</p> <p>Warning tape width for mains of 10-inch diameter and smaller shall be 6-inches. Warning tape width for mains of 12-inch diameter and greater shall be 12-inches.</p> <p>Warning tape shall be non-irresorbable type. Warning tape shall be resistant to the effects of ultraviolet radiation and shall conform to the requirements of the APWA National Color Code and be labeled "CAUTION: BURIED WATER MAIN" BELOW with bold black letters for full length of tape. Warning tape shall be buried 12-inches above the water line.</p> <p>Pipe Deflection</p> <p>Pipe deflection in restrained joint PVC pipe shall not exceed the minimum allowable radius of curvature as recommended by the pipe manufacturer.</p> <p>Pipe deflection at fittings shall be within tolerances recommended by the pipe and/or fitting manufacturer. Allowable deflection parameters shall be included in the pipe submittal and shall be clearly marked as such.</p> <p>Water main top of pipe (TOP) elevations have been called out within these plans. Contractor shall be responsible for installing the PVC pipe according to these elevation call outs.</p>	<p>Trench Check Dam</p> <p>Contractor shall place within the trench a compacted cohesive clay check dam. Check dam locations shall be as indicated in the plans. During construction the check dam shall be maintained in place and shall be kept free of debris. The Engineer. The adjusted location shall be recorded. The check dam shall extend from the bottom of the excavation through the bedding material to the bedfall and shall extend completely to each trench sidewall. The check dam is and mechanical means such as hydraulically proposed foam pig.</p> <p>After disinfection, the Contractor shall remove the heavily-chlorinated water from the mains and neutralize.</p> <p>All costs for the cleaning, disinfection and flushing of all water mains shall be incidental to the installation of the water mains.</p> <p>Neutralization Of Heavily-Chlorinated Water</p> <p>Dechlorination shall be completed in accordance with AWWA C955 and the project specifications.</p> <p>Heavily-chlorinated water used to disinfect all water mains shall be neutralized prior to release. The heavily-chlorinated water shall be neutralized by introducing copper® NSF, or approved equal, at the discharge from a hydrant using approved dechlorination equipment. At the option of the Contractor, the Contractor shall use approved dechlorination equipment to neutralize the water for use in the water main. The Contractor shall remove to an appropriate location for land application. The Contractor shall remove to an appropriate minimum flow duration to flush pipelines and surface water quality standards.</p> <p>Neutralization of the heavily-chlorinated water shall be incidental to the installation of all water mains.</p> <p>Water Main Pressure Testing</p> <p>All testing shall be completed per Section 33.11.13 of the Standard Specifications. All costs for pressure testing and final connection shall be incidental to the installation of the various water main diameters and included in their respective bid items.</p> <p>Tracer wire and all accessory items necessary for the installation of an electrically-continuous tracing system shall be considered incidental to the pipe installed and No separate payment will be made.</p> <p>All costs for furnishing, installing and performing testing of the tracer wire system shall be included and paid for at the contract unit bid price per each for "Flush Mounted Tracer Wire Box".</p> <p>Owner Provided Asphalt Millings</p> <p>As part of the Prairie Road Phase 2 project the existing asphalt that will be removed from the project shall be removed from the Prairie Road Phase 2 site and will have to be delivered to the Box Elder Well Number 10 job site and can be used as asphalt millings.</p>	<p>Disinfection Of Water Mains</p> <p>The Contractor shall disinfect water mains in accordance with AWWA Standard C955 and the Standard Specifications.</p> <p>The Contractor shall employ methods to keep the pipe as clean as possible during installation, including but not limited to: temporary capping of pipe sections as they are laid; swabbing the pipe with a 1% hypochlorite solution; and mechanical means such as hydraulically proposed foam pig.</p> <p>After disinfection, the Contractor shall remove the heavily-chlorinated water from the mains and neutralize.</p> <p>All costs for the cleaning, disinfection and flushing of all water mains shall be incidental to the installation of the water mains.</p> <p>Neutralization Of Heavily-Chlorinated Water</p> <p>Dechlorination shall be completed in accordance with AWWA C955 and the project specifications.</p> <p>Heavily-chlorinated water used to disinfect all water mains shall be neutralized prior to release. The heavily-chlorinated water shall be neutralized by introducing copper® NSF, or approved equal, at the discharge from a hydrant using approved dechlorination equipment. At the option of the Contractor, the Contractor shall use approved dechlorination equipment to neutralize the water for use in the water main. The Contractor shall remove to an appropriate location for land application. The Contractor shall remove to an appropriate minimum flow duration to flush pipelines and surface water quality standards.</p> <p>Neutralization of the heavily-chlorinated water shall be incidental to the installation of all water mains.</p> <p>Water Main Pressure Testing</p> <p>All testing shall be completed per Section 33.11.13 of the Standard Specifications. All costs for pressure testing and final connection shall be incidental to the installation of the various water main diameters and included in their respective bid items.</p>	<p>UTILITIES:</p> <p>South Dakota One Call 1-800-161-7474</p> <p>Water and Sewer City of Box Elder Public Works Department - (p) 605.791.8121 401 Cameron Drive, Box Elder, SD 57719 John Seiler (Water & Sewer Division) john.seiler@boxelder.us</p> <p>Public Street Division City of Box Elder Public Works Department - (p) 605.791.8121 401 Cameron Drive, Box Elder, SD 57719 Mike Gubka (Streets Division) mike.gubka@boxelder.us</p> <p>Electric West River Electric Association - (p) 605.791.6512 3250 E. Highway 44, Rapid City, SD 57703 Matt Schmahl (Sinking Foreman) matt.schmahl@westriver.coop</p> <p>Gas Montana-Dakota Utilities - (p) 605.342.0160 716 Steene Avenue, Rapid City, SD 57701 Kristina Good (Energy Services Rep.) kristina.good@ndu.com</p> <p>Telephone, Data, & Cable TV Spectrum Communications - (p) 605.888.1300 5300 East 10th Street, Rapid City, SD 57701 Darin McIntosh (Construction Coordinator) darin.mcintosh@spectrum.com</p> <p>Water Boardward - (p) 605.721.9200 809 D. St. Rapid City, SD 57701 Jerome Hardy (Construction Coordinator) jerome.hardy@waterboardand.com</p> <p>County Lock (Overseer) - (p) 605.673.1311 612M. Runkle Road, Rapid City, SD 57701 Arthur Turner (Network Engineer) arthur.turner@uman.com</p> <p>SDN Communications - (p) 605.341.2516 1089 Prairie Road, Rapid City, SD 57701 Ryan Smith (OSP Engineer) ryan.smith@sdncommunications.com</p>		
<p>BOX ELDER WELL NUMBER 10 SITE PLAN BOX ELDER, SOUTH DAKOTA</p>			<p>REVISIONS:</p> <p>2024.04.09 - 100% FOR REVIEW</p> <p>2024.05.13 - 100% PLANS</p>	<p>JOB NUMBER: 23-069</p> <p>DESIGNED BY: RW</p> <p>DRAWN BY: RW/ST</p> <p>SURVEYED BY:</p> <p>SURVEY DATE:</p>	<p>SHEET NAME:</p> <p>NOTES</p> <p>SHEET NO: 4</p>
<p>TDG</p> <p>Towey Design Group, Inc. 475 Villa Drive, Suite #3 Box Elder, SD 57719 605-600-3758</p>			<p>LOGO:</p> 		

LEGEND

PROPOSED

INNER PIPE DIA.	LENGTH A	LENGTH B
12"	6'-0"	2'-0"
18"	6'-0"	3'-0"
24"	6'-0"	4'-0"
30"	6'-0"	5'-0"
36"	6'-0"	6'-0"
42"	6'-0"	7'-0"
48"	6'-0"	7'-6"
54"	6'-0"	8'-0"

INNER PIPE DIA.	LENGTH A	LENGTH B
18"	2'-7"	3'-0"
24"	3'-5"	4'-0"
30"	4'-3"	5'-0"
36"	5'-0"	6'-0"
42"	5'-9"	7'-0"
48"	6'-6"	7'-6"
54"	7'-3"	8'-6"

MINOR VARIATIONS OF DETAIL AND DIMENSIONS WILL BE ACCEPTED TO PERMIT FABRICATION OF PIPE TO MEET THE STANDARD METHOD OF FABRICATION.

<p>BRND</p> <p>BORE HOLE</p> <p>CAP</p> <p>CROSS</p> <p>DEFLECTION COUPLING</p> <p>FIRE HYDRANT</p> <p>GATE VALVE</p> <p>LEFT TURN LANE</p> <p>POST INDICATION VALVE</p> <p>REDUCER</p> <p>RIGHT TURN LANE</p> <p>SANITARY SEWER CLEANOUT-SANITARY SEWER</p> <p>MANHOLE</p> <p>SIGN</p> <p>STREET LIGHT</p> <p>TEE</p> <p>TYPE B</p> <p>TYPE E</p> <p>TYPE S</p>	<p>ASPHALT</p> <p>COMMUNICATION LINE</p> <p>CONCRETE</p> <p>CURB & GUTTER</p> <p>DEMOLITION</p> <p>DIRECTION OF FLOW</p> <p>DRAINAGE LINE</p> <p>EXCAVATION LIMITS</p> <p>FOUNDATION DRAIN</p> <p>GAS LINE</p> <p>GRAVEL FILTER SOCKS</p> <p>MAJOR CONTOUR</p> <p>MINOR CONTOUR</p> <p>PAVEMENT MARKING</p> <p>PERIMETER PROTECTION</p> <p>POWER CONDUIT</p> <p>PROPERTY LINE</p> <p>ROOF DRAIN</p> <p>RIGHT OF WAY LINE</p> <p>SANITARY SEWER MAIN</p> <p>SANITARY SEWER SERVICE</p> <p>SECTION LINE</p> <p>SETRACKLINE</p> <p>SIDEWALK</p> <p>SITTFENCE</p> <p>STORM SEWER</p> <p>STRAW WATTLE</p> <p>TOP SOIL BERM</p> <p>WATER MAIN</p> <p>WATER SERVICE</p>
---	--

<p>STATION OFFSET SHOWN BY CIRCLE</p> <p>STATION OFFSET SHOWN BY CIRCLE</p>	<p>STATION OFFSET SHOWN BY SQUARE</p> <p>STATION OFFSET SHOWN BY SQUARE</p>
---	---

FLARED END SECTIONS STATION OFFSET LOCATIONS

STATION OFFSET SPECIFIED ON PLANS

<p>BRND</p> <p>BORE HOLE</p> <p>CAP</p> <p>CROSS</p> <p>DEFLECTION COUPLING</p> <p>FIRE HYDRANT</p> <p>GATE VALVE</p> <p>LEFT TURN LANE</p> <p>POST INDICATION VALVE</p> <p>REDUCER</p> <p>RIGHT TURN LANE</p> <p>SANITARY SEWER CLEANOUT-SANITARY SEWER</p> <p>MANHOLE</p> <p>SIGN</p> <p>STREET LIGHT</p> <p>TEE</p> <p>TYPE B</p> <p>TYPE E</p> <p>TYPE S</p>	<p>ASPHALT</p> <p>COMMUNICATION LINE</p> <p>CONCRETE</p> <p>CURB & GUTTER</p> <p>DEMOLITION</p> <p>DIRECTION OF FLOW</p> <p>DRAINAGE LINE</p> <p>EXCAVATION LIMITS</p> <p>FOUNDATION DRAIN</p> <p>GAS LINE</p> <p>GRAVEL FILTER SOCKS</p> <p>MAJOR CONTOUR</p> <p>MINOR CONTOUR</p> <p>PAVEMENT MARKING</p> <p>PERIMETER PROTECTION</p> <p>POWER CONDUIT</p> <p>PROPERTY LINE</p> <p>ROOF DRAIN</p> <p>RIGHT OF WAY LINE</p> <p>SANITARY SEWER MAIN</p> <p>SANITARY SEWER SERVICE</p> <p>SECTION LINE</p> <p>SETRACKLINE</p> <p>SIDEWALK</p> <p>SITTFENCE</p> <p>STORM SEWER</p> <p>STRAW WATTLE</p> <p>TOP SOIL BERM</p> <p>WATER MAIN</p> <p>WATER SERVICE</p>
---	--

<p>STATION OFFSET SHOWN BY CIRCLE</p> <p>STATION OFFSET SHOWN BY CIRCLE</p>	<p>STATION OFFSET SHOWN BY SQUARE</p> <p>STATION OFFSET SHOWN BY SQUARE</p>
---	---

<p>STATION OFFSET SHOWN BY CIRCLE</p> <p>STATION OFFSET SHOWN BY CIRCLE</p>	<p>STATION OFFSET SHOWN BY SQUARE</p> <p>STATION OFFSET SHOWN BY SQUARE</p>
---	---

TDG

Towey Design Group, Inc
 475 Villa Drive, Suite #3
 Box Elder, SD 57719
 605.600.3758

LOGO:

BOX ELDER WELL NUMBER 10
SITE PLAN
BOX ELDER, SOUTH DAKOTA

REVISIONS:

2024-04-09 - 100% FOR REVIEW
2024-05-13 - 100% PLANS

JOB NUMBER: 23-059

DESIGNED BY: RW

DRAWN BY: RW/ST

SURVEYED BY:

SURVEY DATE:

SHEET NAME: **LEGEND**

SHEET NO: **5**

ESTIMATE OF QUANTITIES

Line Item	Description of Item	Qty	Unit
General			
100	Mobilization	1.0	LS
101	Incidental Work	1.0	LS
102	Material Testing	1.0	LS
103	Traffic Control	1.0	LS
104	Construction Staking	1.0	LS
Excavation			
200	Excavation, Undersized	300	CY
Water			
300	Fire Hydrant Assembly w/ Aux. Valve	2.0	EA
301	6" C-900 PVC Water Main	1100.0	LF
302	6" Ductile Iron Water Main	53.0	LF
303	8" C-900 PVC Water Main	133.0	LF
304	Connect to Existing 8" Water Main	1.0	EA
305	Connect to Existing 8" Water Main	1.0	EA
306	6"x6" Tee	1.0	EA
307	6" Gate Valve	2.0	EA
308	8"x6" Tee	1.0	EA
309	8"x6" Reducer	1.0	EA
310	8" Gate Valve	3.0	EA
311	8" Cap	1.0	EA
312	8"x8" Tapping Saddle	1.0	EA
313	8" WYE	1.0	EA
314	6" 45 Degree Bend	2.0	EA
315	6" 90 Degree Bend	3.0	EA
316	8" 45 Degree Bend	1.0	EA
317	8" 11.25 Degree Bend	2.0	EA
Erosion Control			
400	Reinforce Protection	282.0	LF
401	9" Compost Wattles	53.0	LF
402	Seeding	1818.0	SY
Miscellaneous			
500	Chain Link Fence	609.0	LF
501	Chain Link Rolling Fence, 36'	1.0	EA
502	Chain Link Swing Gate, 12'	2.0	EA
503	18" Storm Sewer Culvert	47.0	LF
504	Aggregate Base Course	719.0	T
505	Spread of Delivered Asphalt Millings from Phase 1 Road Phase 2 Project	360.0	T
506	Pump Station Foundation	1.0	EA
507	Pump Station Setting, Phase 2	1.0	EA
508	4" Swing Gate	1.0	EA
509	Concrete Sidewalk	108.0	SF
510	Concrete Transformer Pad	1.0	EA

SHEET NAME:
ESTIMATE OF QUANTITIES

JOB NUMBER: 23-059
DESIGNED BY: RW
DRAWN BY: RW/ST
SURVEYED BY:
SURVEY DATE:

REVISIONS:
2024.04.09 - 100% FOR REVIEW
2024.05.13 - 100% PLANS

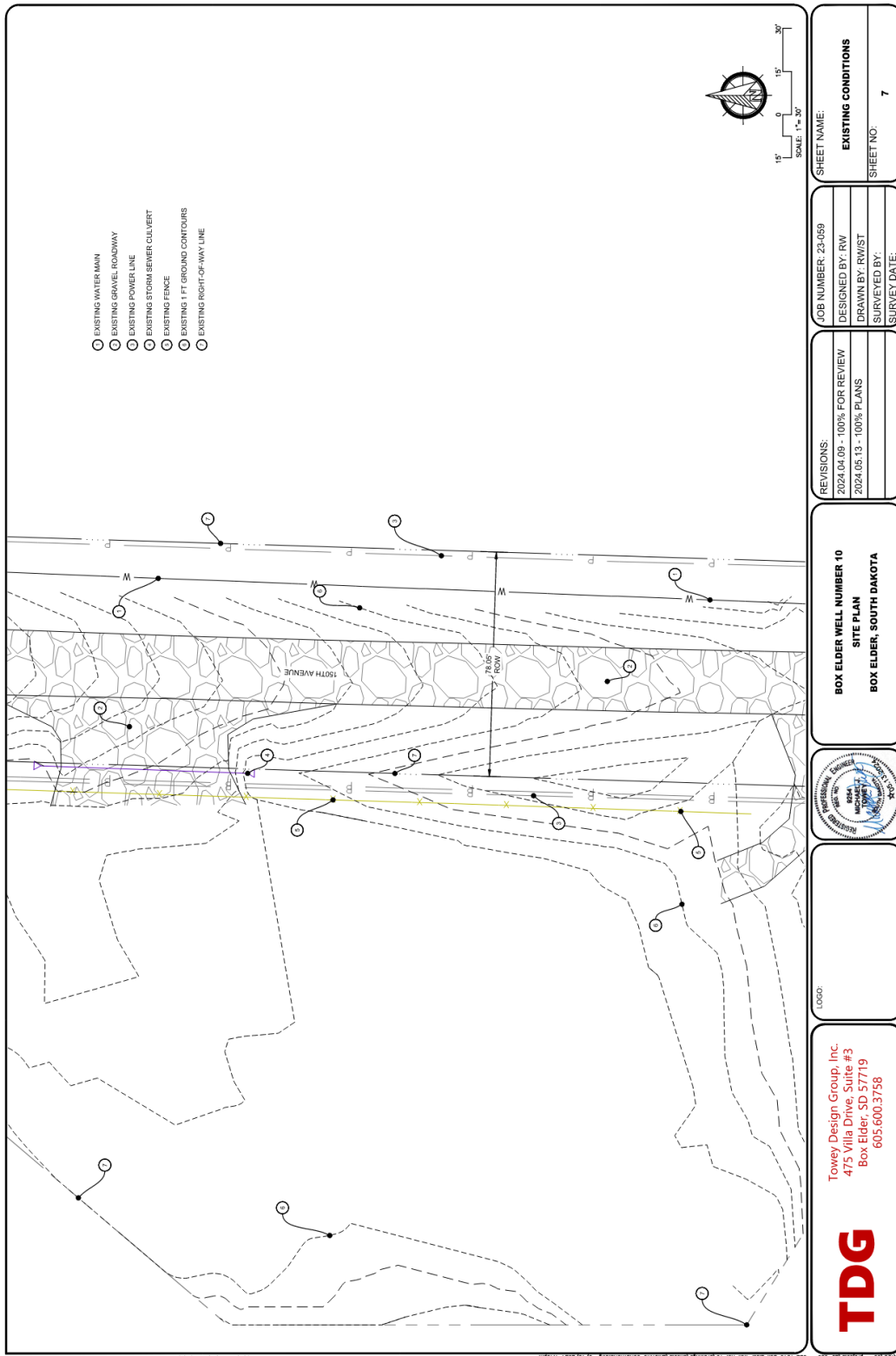
BOX ELDER WELL NUMBER 10
SITE PLAN
BOX ELDER, SOUTH DAKOTA



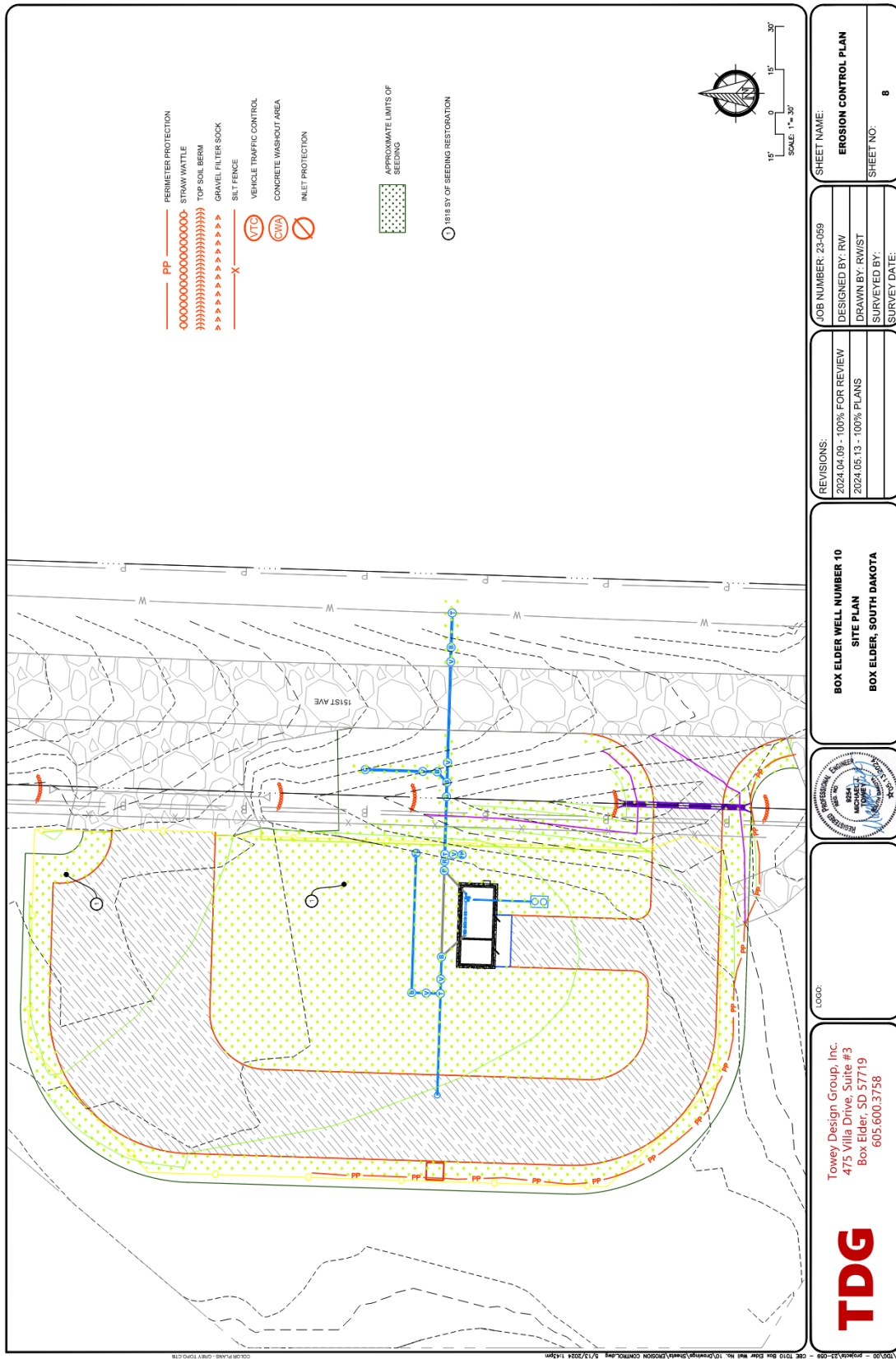
LOGO:

TDG
Towey Design Group, Inc.
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3758

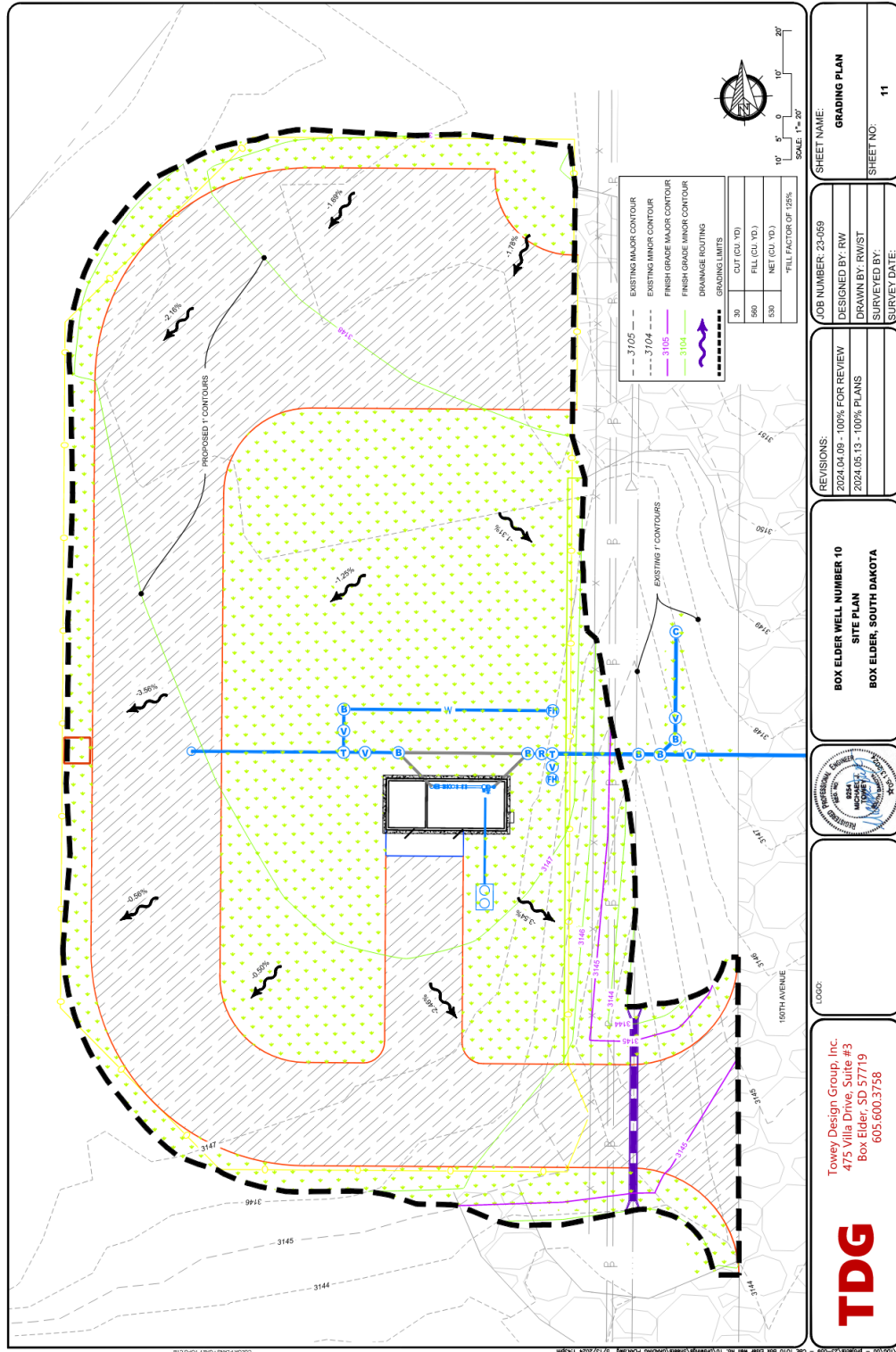
EXISTING CONDITIONS



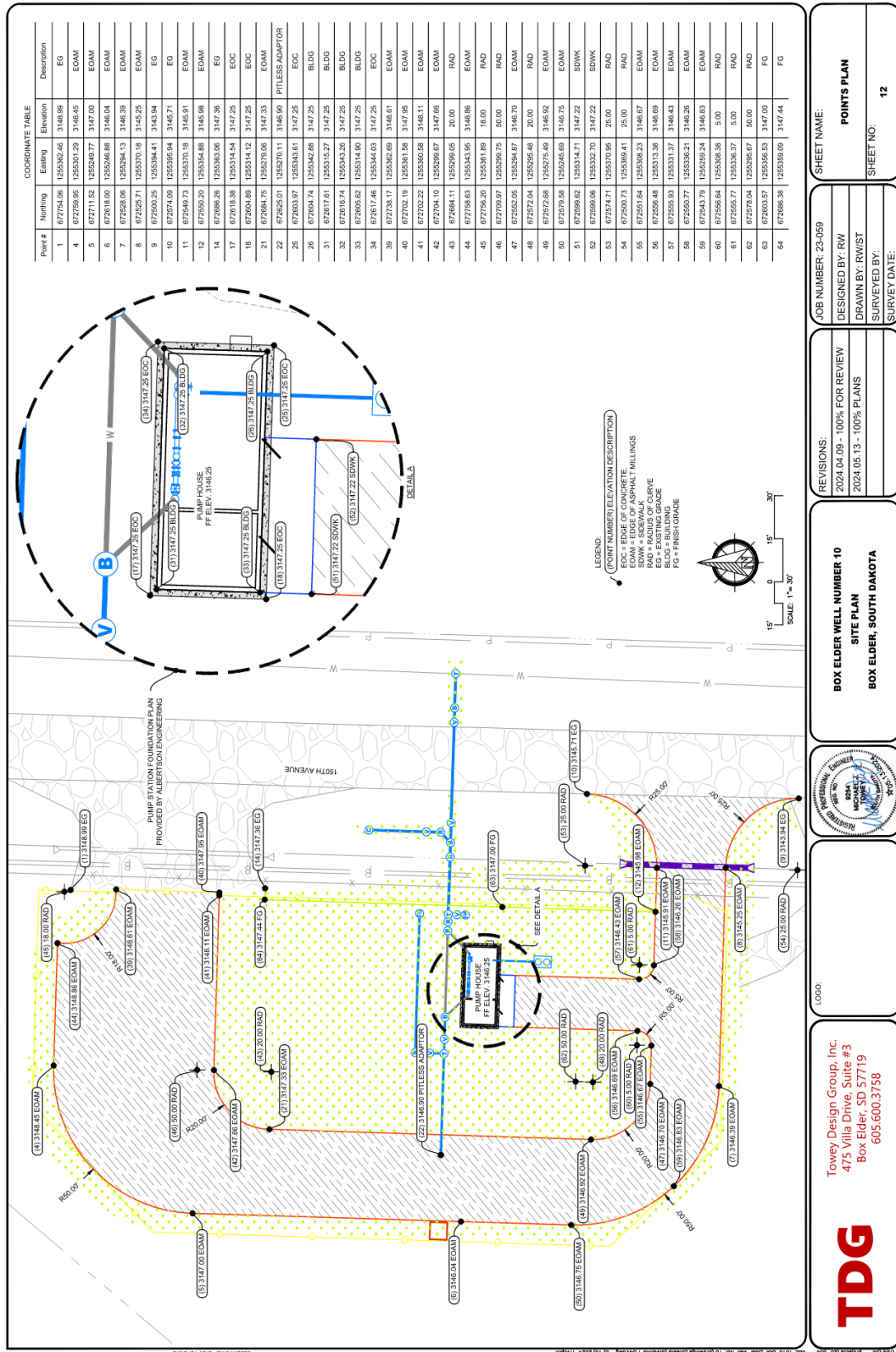
EROSION CONTROL PLAN



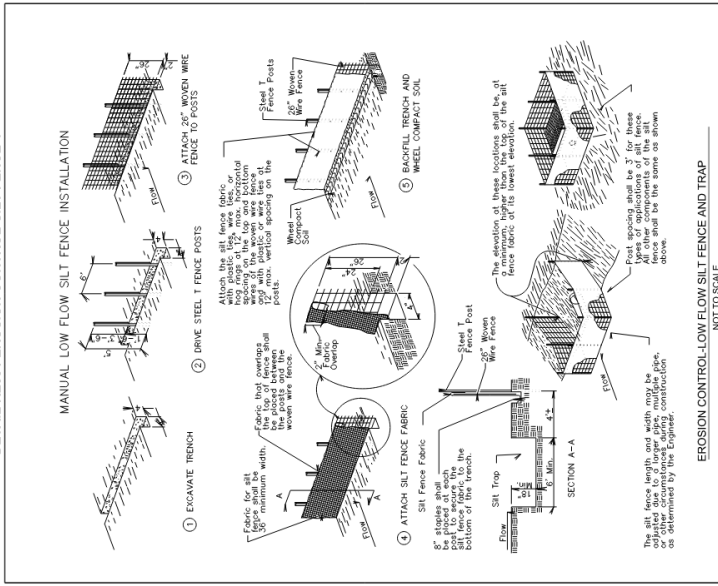
GRADING PLAN



POINTS PLAN



DETAIL RE004-EROSION CONTROL-SILT FENCE-1



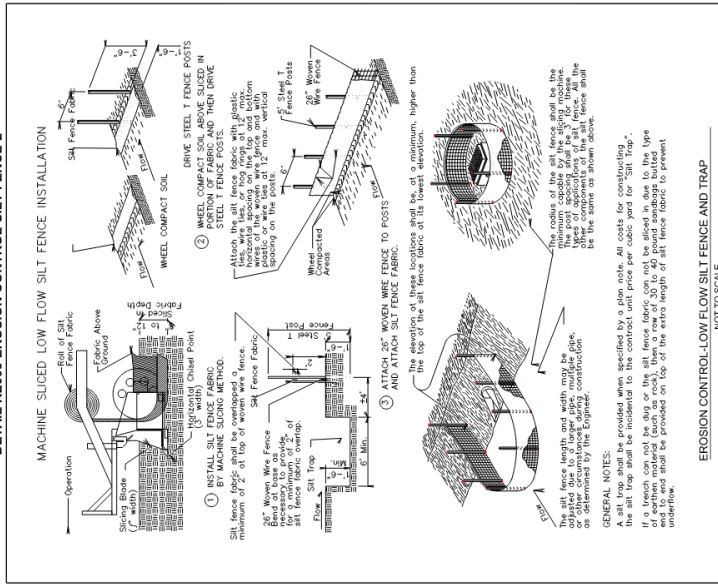
EROSION CONTROL-LOW FLOW SILT FENCE AND TRAP
NOT TO SCALE

CITY OF BOX ELDER
STANDARD DETAIL RE004
EROSION CONTROL-SILT FENCE-1

Box Elder
SOUTH DAKOTA

Standard Details 297

DETAIL RE005-EROSION CONTROL-SILT FENCE-2



EROSION CONTROL-LOW FLOW SILT FENCE AND TRAP
NOT TO SCALE

CITY OF BOX ELDER
STANDARD DETAIL RE005
EROSION CONTROL-SILT FENCE-2

Box Elder
SOUTH DAKOTA

Standard Details 298

TDG
Towey Design Group, Inc.
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3758

BOX ELDER WELL NUMBER 10
SITE PLAN
BOX ELDER, SOUTH DAKOTA

REVISIONS:
2024.04.09 - 100% FOR REVIEW
2024.05.15 - 100% PLANS

JOB NUMBER: 23-059
DESIGNED BY: RW
DRAWN BY: RW/SST
SURVEYED BY:
SURVEY DATE:

SHEET NAME: **DETAILS**
SHEET NO: 13

DETAIL RE006-EROSION CONTROL-WATTLE-1

Slope	Spacing (ft)
1:1	10
2:1	20
3:1	30
4:1	40

Grade	Spacing
2%	150
3%	100
4%	75
5%	50

DETAIL RE007-EROSION CONTROL-WATTLE-2

GENERAL NOTES:

At cut or fill slope installations, wattles shall be installed along the contour and perpendicular to the water flow.

At ditch installations, point A must be higher than point B to ensure that water flows over the wattle and not around the ends.

The Contractor shall dig a 3" to 5" trench, install the wattle tightly in the trench so that the wattle is secured against the trench walls and not dislodged from the trench against the wattle on the uphill side. See Detail B.

The stakes shall be 1"x2" or 2"x2" wood stakes, however, other types of stakes such as rebar, metal, or plastic may be used if approved by the Engineer. The spacing of the stakes at the ends of the wattles shall be 3' to 4'.

When installing running, length and wattles, the Contractor shall bury the second stake into the trench and the first stake into the trench on the uphill side.

The Contractor and Engineer shall inspect the erosion control wattles once every week and within 24 hours after every rainfall event greater than 1/2". The Contractor shall remove, dispose, or necessary shoring shall be as directed by the Engineer. Sediment removal, disposal, or necessary shoring shall be as directed by the Engineer. All costs for removing accumulated sediment, disposal of sediment, and necessary equipment, and materials shall be incidental to the contract unit price per cubic yard for Remove Sediment.

All costs for furnishing and installing the erosion control wattles including labor, equipment, and materials shall be incidental to the contract unit price per foot for Erosion Control Wattle.

All costs for providing the erosion control wattles from the project including labor, equipment, and materials shall be incidental to the contract unit price per foot for Remove Erosion Control Wattle.

EROSION CONTROL-WATTLE
NOT TO SCALE

CITY OF BOX ELDER
STANDARD DETAIL RE006
EROSION CONTROL-WATTLE-1

EROSION CONTROL-WATTLE
NOT TO SCALE

CITY OF BOX ELDER
STANDARD DETAIL RE007
EROSION CONTROL-WATTLE-2

Standard Details

299

Standard Details

300

TDG

Towey Design Group, Inc.
475 Villa Drive, Suite #3
Box Elder, SD 57719
605.600.3758

LOGO:

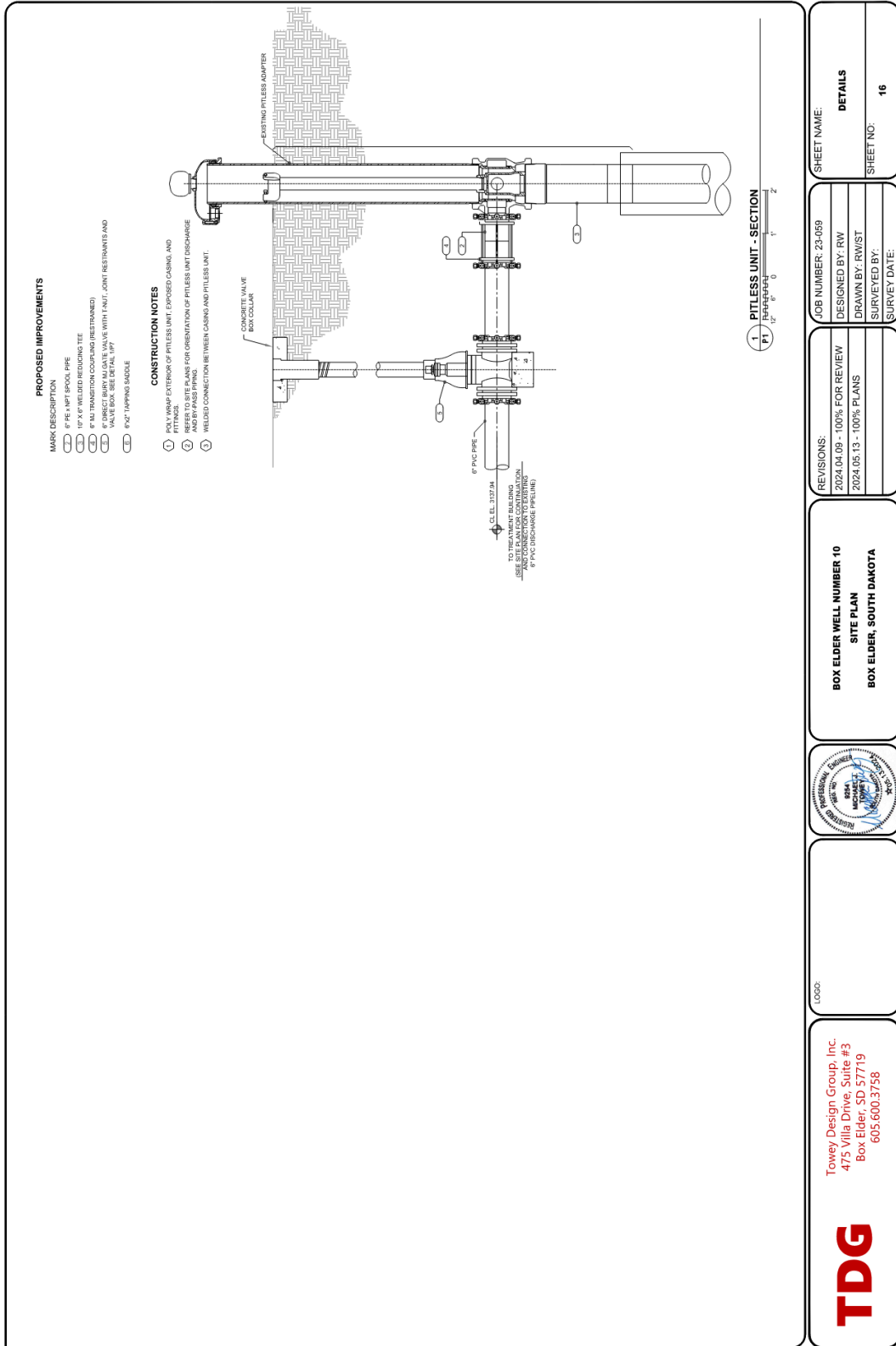
BOX ELDER WELL NUMBER 10
SITE PLAN
BOX ELDER, SOUTH DAKOTA

REVISIONS:

2024-04-09 - 100% FOR REVIEW
2024-05-13 - 100% PLANS

JOB NUMBER: 23-059
DESIGNED BY: RW
DRAWN BY: RW/ST
SURVEYED BY:
SURVEY DATE:

SHEET NAME: **DETAILS**
SHEET NO: **14**



	BOX ELDER WELL NUMBER 10 SITE PLAN BOX ELDER, SOUTH DAKOTA	REVISIONS: 2024.04.09 - 100% FOR REVIEW 2024.05.13 - 100% PLANS	SHEET NAME: DETAILS SHEET NO.: 16
TDG Towey Design Group, Inc. 475 Villa Drive, Suite #3 Box Elder, SD 57719 605.600.3758	JOB NUMBER: 23-059 DESIGNED BY: RW DRAWN BY: RW/ST SURVEYED BY: SURVEY DATE:		

APPENDIX II: ELECTRICAL CONDUIT LOCATION

DEFINITIONS:

Electric Utilities:

Power, lighting, telephone, cable t.v., signal circuits, etc...

Non-electric Utilities:

Water, gas, sewer, storm drains, etc...

Approved Conduit Bedding Material:

4" of sand, fines, or clean dirt around each conduit free of rocks with proper moisture levels

Approved Conduit:

- a. HDPE black endless with 3 red stripes
- b. PVC
 - Schedule 40 for under open ground
 - Schedule 80 for under roadways
- c. SIZE
 - 3" for residential services
 - 6" for three phase services
- d. Bends
 - Primary conduit to use fiberglass 48" sweeps on all corners
 - Residential to use fiberglass 24" radius sweeps on all corners if length exceeds 150'
 - Maximum of 270' of turns (e.g. three right turns)
- d. Length
 - Residential secondary maximum length of 250'

Approved Pull Tape:

Minimum 1/2" width, 1,200lb in strength

Adequate Trench Compaction:

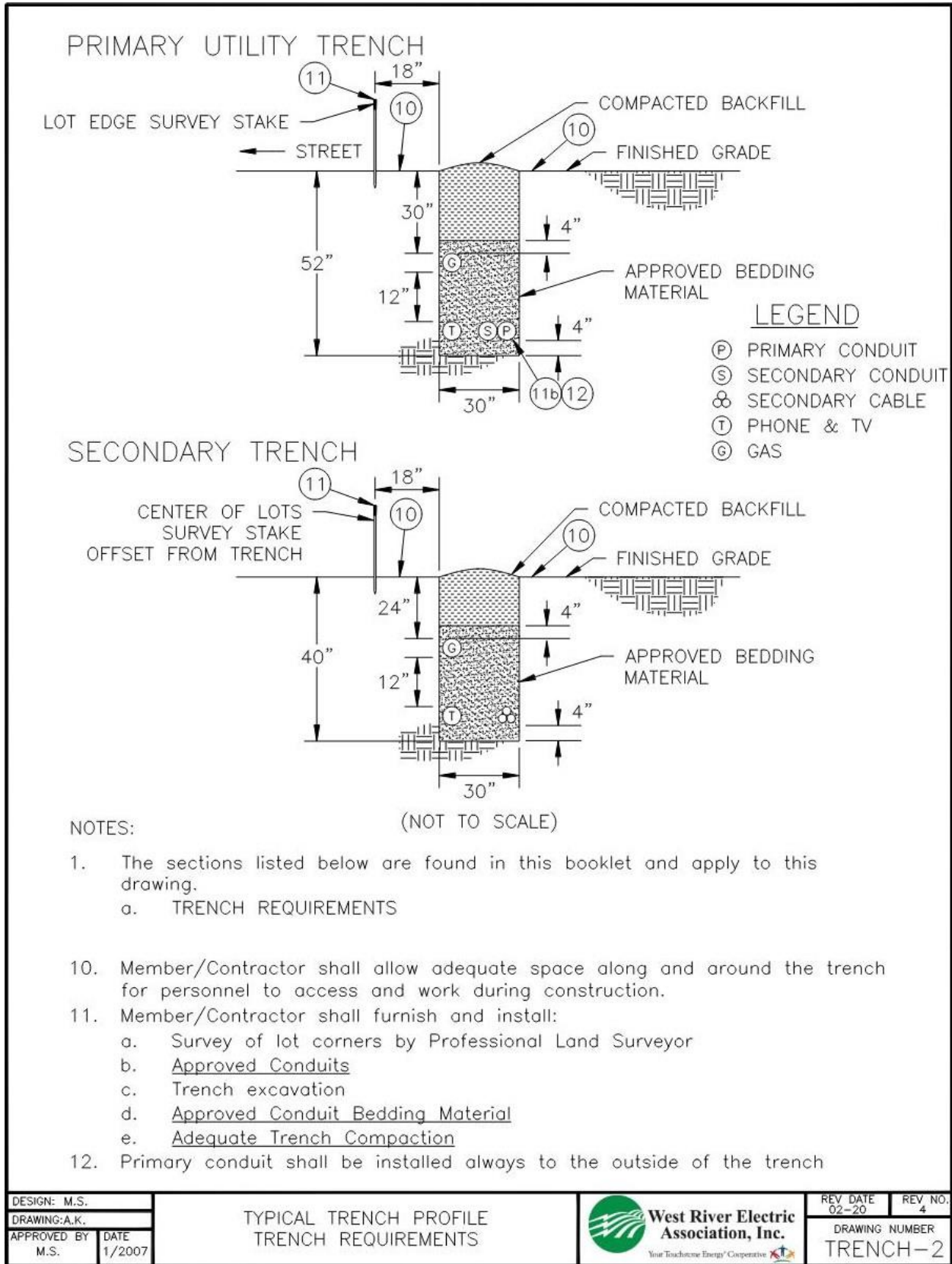
Follow project geotechnical evaluation for procedures and recommendations to achieve proper compaction to avoid settling. If geotechnical evaluation is not available, Member/Contractor shall use compaction methods to ensure the trench does not settle. Using compaction machinery, loose lifts no greater than 6", and proper moisture levels should provide acceptable results.

NOTES:

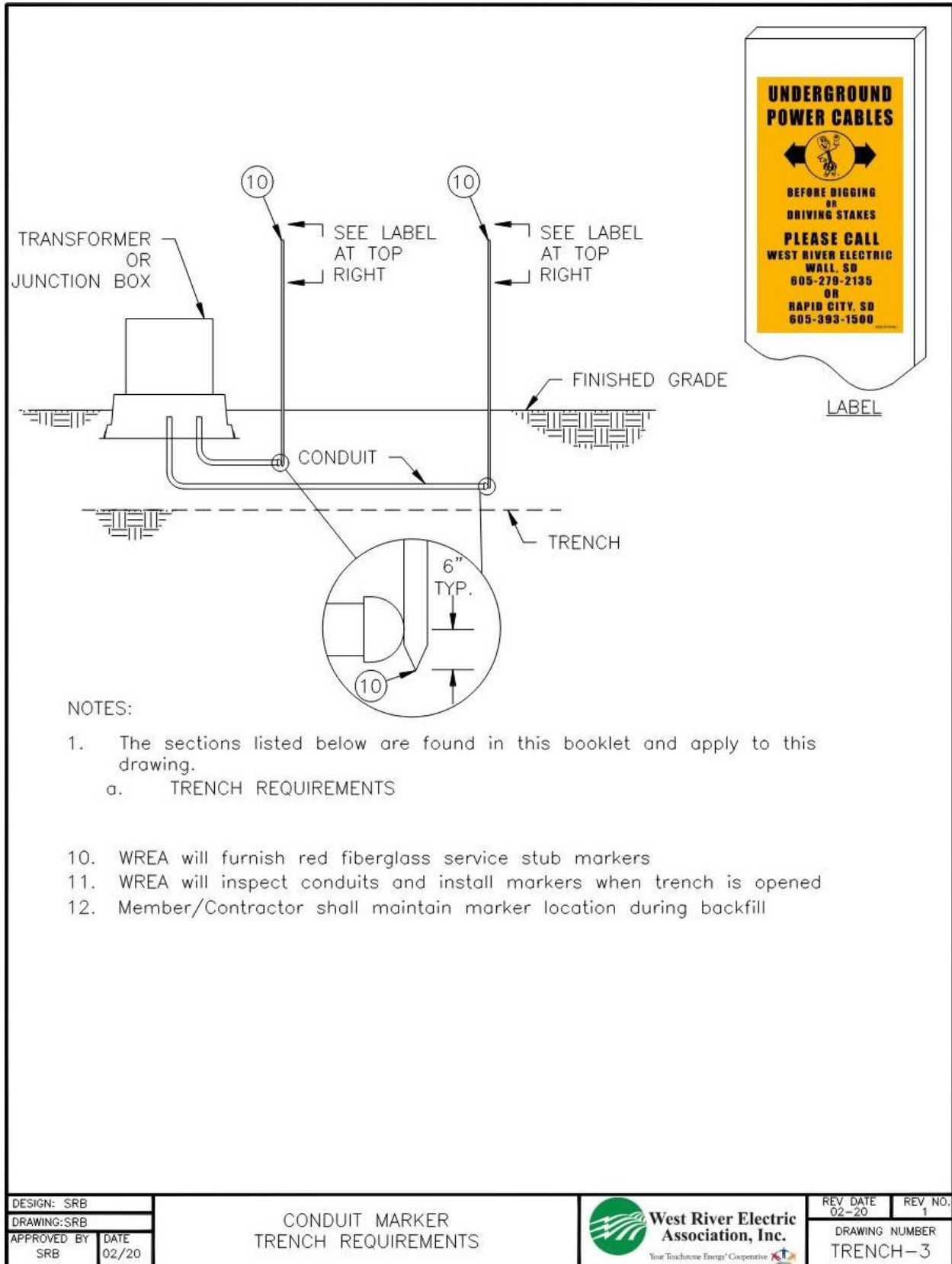
1. Member/Contractor shall follow all trenching and excavation local, state, and federal OSHA regulations regarding safe work practices.
2. Before digging, Member/Contractor shall locate underground utilities and verify clearances by contacting One Call of South Dakota at 811 or 1-800-781-7474 if calling from out of state.
3. WREA will flag all trench routes to be followed before excavation.
4. Secondary trench shall run at a right angle from the meter socket for at least 6' before turning 90 degrees.
5. LB elbows not allowed on the line side conduit
6. All corners shall be of the long sweep variety
7. Slip sleeves are required on all PVC risers
8. Maintain 6' of separation from building footing, water and sewer lines
9. Curb and gutter shall be installed prior to utility installation
10. Final grading shall be completed before underground utilities are installed
11. WREA will provide conduit plan with number and size of conduits needed for each project.
12. Approved Pull Tape shall be installed in all conduits with care taken to ensure pull tape is free to pull
13. Conduit ends shall be sealed with plug and pull tabs and extend 4" to 8" above final grade or be marked with a conduit marker
14. WREA will inspect trench before backfilling. Member/Contractor responsible for re-excavating if inspection not completed in time.
15. Compaction machinery shall not be used within 6" of conduits
16. All primary trenches shall be backfilled before services can be energized.

DESIGN: M.S.	URD CABLE AND TRENCHING TRENCH REQUIREMENTS	 West River Electric Association, Inc. <small>Your Touchstone Energy Cooperative</small>	REV. DATE 02-20	REV. NO. 2
DRAWING: A.K.			DRAWING NUMBER	
APPROVED BY M.S.			DATE 10/2019	TRENCH-1

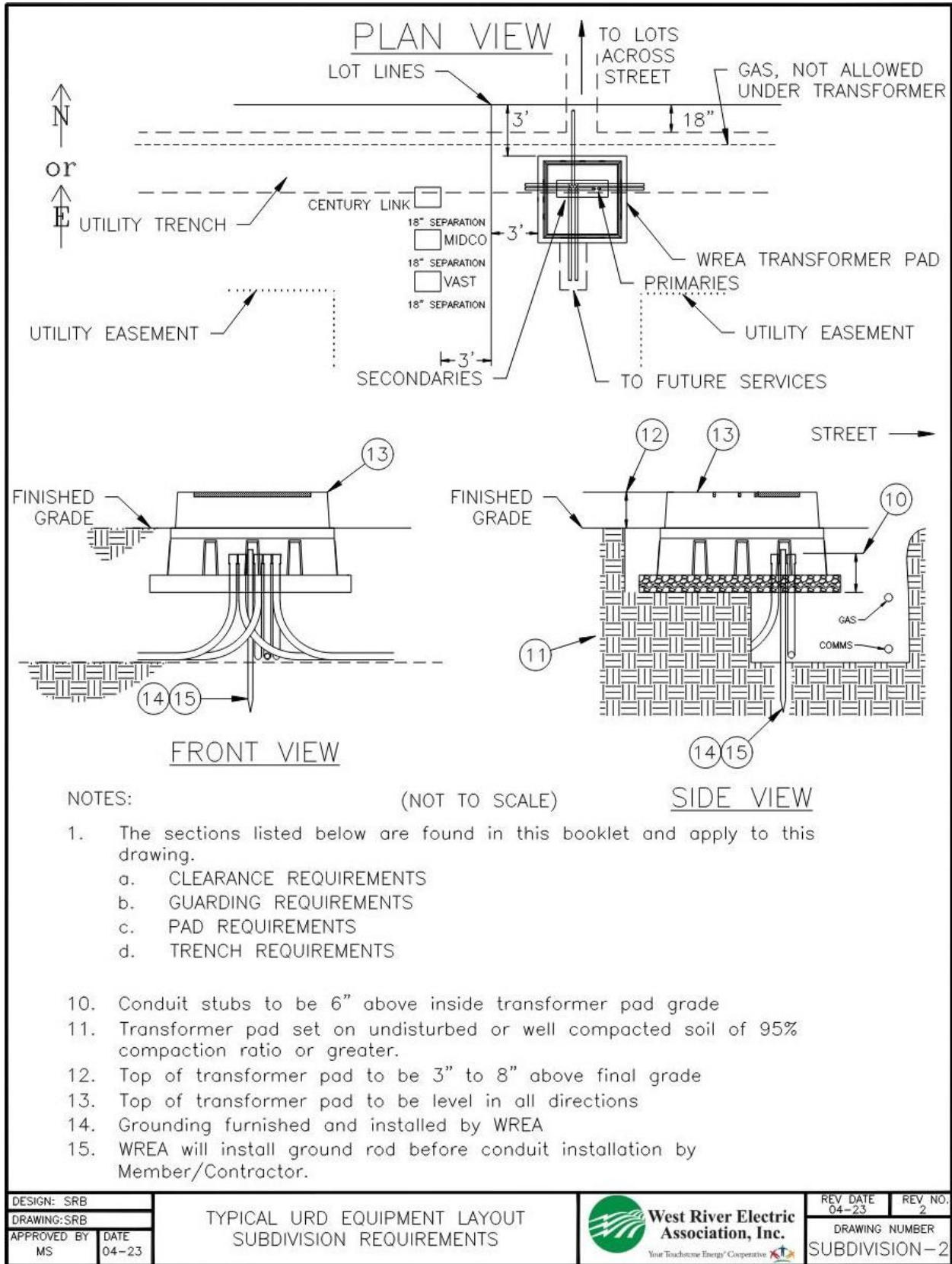
DETAILS



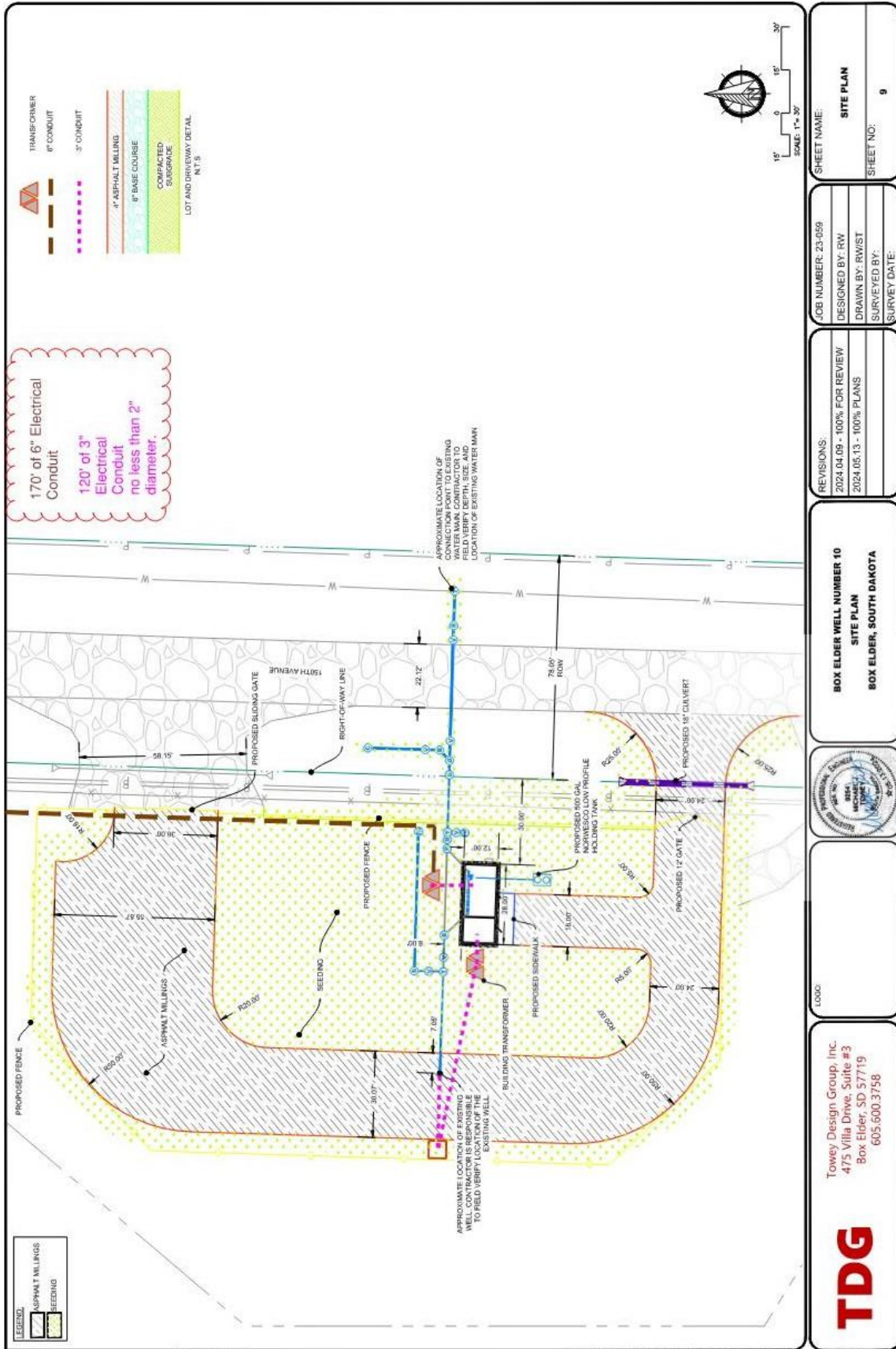
DETAILS



DETAILS



APPENDIX III: WELL HOUSE LOADINGS



APPENDIX IV: CERTIFICATION OF PROHIBITED ENTITY STATUS

SDCL 5-18A-51

Request for Proposal

Solicitation for Bid

Other Procurement

SDCL 5-18A-1(19A) defines "Prohibited Entity" as follows:

"[A]n organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled by:

- (a) A foreign parent entity from the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela; or
- (b) The government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

A prohibited entity does not include a citizen or legal permanent resident of the United States, or an individual foreign national."

The undersigned hereby certifies the following:

1. I am an authorized representative and agent of _____ ("Bidder");

2. Initial one:

___ Bidder is not a Prohibited Entity as defined by SDCL 5-18A-1(19A); or

___ Bidder is a Prohibited Entity pursuant to SDCL 5-18A-1(19A) but grounds for waiver exist pursuant to SDCL 5-18A-52. If marking this option, provide the basis for the requested grounds for waiver.

3. I understand that a Bidder who becomes a Prohibited Entity, as defined above, at any time after making this certification that it is not a Prohibited Entity, Bidder must provide written notice to the City, who may terminate the contract.

4. I understand that the City of Box Elder has the right to terminate a contract with any contractor who submits a false certification, and that any bidder who submits a false certification may be subject to suspension or debarment under SDCL 5-18D-12.

Dated this _____ day of _____, 20 ____.

(Contractor Business Name)

By: _____

Printed name: _____

Title: _____