

ADDENDUM | No. 1

PROJECT	MCWC 2021 Improvements – 250,000 Gallon Water Tower No. 6A
BID DATE	1:30 PM Thursday, January 20, 2022
BID LOCATION	Minnehaha Community Water Corporation Office 47381 248 th St. Dell Rapids, SD 57022
ISSUE DATE	Monday, January 10, 2022
NOTICE	Failure to acknowledge all addenda in the BID may cause rejection of the BID. See Instructions to Bidders.

SCOPE OF THIS ADDENDUM

The following becomes a part of the original project manual and drawings, taking precedence over the items that may conflict. The bidder shall note receipt and make acknowledgment of the Addendum on his/her bid form, incorporating its provision in his/her bid.

PROJECT MANUAL

The following additions, changes and clarifications have been made to the Project Manual.

Index

Modify: **DIVISION 13 – SPECIAL CONSTRUCTION**
~~13-2100~~ **13 2120 SPHEROID ELEVATED WATER STORAGE TANKS (SPHEROID STYLE)**

C-200 Instructions to Bidders

Insert: **C-200 that is attached to this addendum**

Waiver and Release of Lien

Insert: **Waiver and Release of Lien that is attached to this addendum**

C-620 Contractor’s Application for Payment

Modify: In Paragraph 4.02

The work will be substantially completed on or before ~~July 1, 2022~~ **July 1, 2023** and completed and ready for final payment in accordance with Paragraph 15.06 of the general Conditions on or before



~~September 1, 2022~~ **September 1, 2023**. The work required for substantial completion and final completion is defined in Specification 10 0000 General Requirements.

C-620 Contractor's Application for Payment

Insert: C-620 that is attached to this addendum

SRF General Conditions with the Davis-Bacon and American Iron & Steel Provisions

Modify: Page EEO-1 Section 2
Goals for minority participation in each trade – 1.2%
Goals for female participation in each trade – 6.9%

Davis Bacon Wage Determination

Delete: Davis Bacon Wage Determination as a whole
Add: Davis Bacon Wage Determination as attached to this addendum

Section 13 2120 – Spheroid Elevated Water Storage Tanks (Spheroid Style)

Modify: In Paragraph 1.8A.
Permits, licenses, and easements required for permanent structures, changes in existing facilities or advancements of the construction as specified shall be secured and paid for by the ~~CONTRACTOR~~ OWNER prior to the start of construction.

Add: In Paragraph 2.3K.1 & 2.3K.2.
Galvanized steel will be an acceptable material for pipe brackets/guides for the pedestal riser pipe.

Delete: In Paragraph 2.3K.3.
Tank Drain – A tank drain shall be provided to completely drain the tank contents ~~if the inlet/outlet pipe does not intersect the low point of the tank.~~ A four-inch ...

Section 23 8200 – Convection Heating and Cooling Units

See attached product approval for unit heaters.

Section 26 2100 – Electrical Service Entrance



Modify: In Paragraph 1.5D.

Utility Company charges associated with providing permanent service to be paid by the ~~Contractor~~ Owner.

Section 33 1000 – Water Utilities

Add: In Paragraph 2.1C.

7. All ductile iron pipe shall be encased in V-Bio polyethylene encasement or Engineer approved equal.

Delete: Paragraph 2.2A.6. and Paragraph 2.2A.7 in their entirety

Add: 2.2A.

6. Sacrificial 6 oz. zinc anode caps shall be provided on every other bolt at each mechanical joint. The anode caps shall be similar to "Trumbull" anode caps as manufactured by Trumbull Industries, Inc.

7. The inside and outside of all ductile iron and cast iron fittings shall be coated with a fusion bonded epoxy coating per AWWA C116.

9. Supplier shall provide manufacturer’s recommended coating for touch-up of coating defects. Contractor shall repair all coating defects prior to installation per manufacturer’s recommendation.

Add: 2.2.

- D. Solid x Swivel Adaptor: Solid x Swivel Adaptor Coupling fittings are “plain end” mechanical joint fittings with an integral follower gland. The protruding plain end, when fitted with a gasket, is inserted into a standardized mechanical joint bell and bolted tight. The Solid x Swivel Adaptor is a positive restraint as manufactured by Tyler, Clow, or Engineer approved equal. Mechanical Joint Foster Adaptors may be substituted for Solid x Swivel Adaptors.
- E. Anchor Coupling: Anchor Coupling is a fabricated spool piece with “Plain End” mechanical joints with integral follower glands. The plain end, when fitted with a gasket, is inserted into a standard mechanical joint bell and bolted tight. The anchor coupling shall be fabricated by FabPipe, Inc. or Engineer approved equal. Mechanical Joint Foster Adaptors may be substituted for Anchor Couplings.
- F. Foster Adapter: The positive restraint device shall connect the valves and/or fittings at a linear distance not to exceed three (3) inches and without attachment to pipe. The device shall come complete with all accessories, including standard SBR MJ gaskets conforming to the latest revision of AWWA C111/ASTM F-477 and blue fluorocarbon coated bolts and nuts conforming to AWWA C111/A21.11. The bolt-through MJ positive restraining device and the ductile iron spacers shall be supplied with an NSF 61, 7-mil. fusion bonded epoxy conforming to AWWA C116/A21.16-09 as well as the coating, surface preparation and application requirements of ANSI/AWWA C550. The device



shall be used with standard mechanical joint fittings (AWWA C110 or C153) and valves. The device shall be Infact Corporation Foster Adaptor or equal.

Add: In Paragraph 2.3B.

In locations where traffic is not expected, the valve boxes may be 6-inch Class 200 PVC pipe with 10-inch aluminum riser and valve box cover.

Modify: In Section 2.4A.

1. Wire Size: #~~12~~ 14 AWG
2. Wire Type: Solid Copper, ~~Copper-Clad Steel (CCS), Stainless Steel.~~ THHN wire is not an acceptable alternative.
- ~~3. Average Tensile Break Load: 380 lbs~~
4. Jacket Color: Blue
5. Jacket Coating Type: HDPE, HMWPE complying with ASTM D-1248. Nylon PVC jacket coating is not an acceptable alternative.
6. Jacket Thickness (Min.): 30 mil
7. Voltage Rating: 30V
8. Splice Type: Waterproof Connector - ~~3M-DBR, Copperhead SnakeBite~~ Waterproof Connector – Locking Copperhead SnakeBite or Engineer approved equal.

Delete: Section 2.5. in its entirety.

Add: 2.5 FIRE HYDRANTS

- A. Fire hydrants shall be single dry-barrel non-jacket type conforming to AWWA Standard C502. Each hydrant shall be furnished with two 2-1/2 inch hose nozzles and one pumper connection. The hydrants shall be designed for a working pressure of 250 pounds per square inch and tested at 500 pounds per square inch hydrostatic test pressure. Working parts shall be bronze. Bolts shall be stainless steel.
1. The main valve shall be compression type designed to close and open against main pressure. All operating parts, including the valve seat, shall be removable through the hydrant barrel with the hydrant in place. The operating threads shall be oil or grease lubricated. A safety flange shall be located near the ground line to prevent barrel breakage should the hydrant be struck by vehicles. Hydrants shall be connected to mains with 6-inch diameter pipe. Hydrants shall open counterclockwise and have No. 5 pentagon operating nut. Minimum cover from ground line to the top of the connecting pipe shall be six (6) feet. Nozzle caps shall be furnished with No. 5 pentagon nut and be provided with chains attached to hydrant caps.
 2. Hydrants shall be painted with one coat of primer and two finish coats of approved red paint. The buried portion of the hydrant shall be wrapped with polyethylene wrapping in accordance with AWWA C105.



Add: 2.6 CORPORATION STOPS AND SERVICE SADDLES

- A. Corporation stops shall be constructed of bronze alloy and furnished with male iron pipe inlet thread for connection to service saddle and with pack joint ends suitable for connecting to the type of water service line specified. Corporation stops shall be ball type meeting AWWA C-800 standards. Service saddle bodies shall be stainless steel with female iron pipe thread for connecting to corporation stop.
- B. Service saddles shall be provided with stainless steel bolts for connecting to specified PVC water pipe. Saddles shall be furnished with a Buna-N rubber gasket, cemented in place. The service saddles shall be Ford FS303 or Engineer approved equal.
- C. The corporation stops shall be compatible with the water service line material specified. Ford FB1100, FB1101, FB1102, or Engineer approved equal.
- D. The cutting tool used to make service connections shall be a shell type (hole) cutter which will retain the coupon and be designed to accommodate walls as heavy as DR 14. The equipment used shall attach to the corporation stop and permit the cutting tool to be fed through the corporation stop to cut a hole in the pipe. The Contractor shall take care to prevent filings from entering the pipe.

Add: 2.7 CURB STOPS

- A. Curb stops shall be brass and Minneapolis pattern threaded body. Curb stops shall be ball valve type provided with body sealing and port sealing "O" rings or rubber seats. Curb stops shall meet AWWA C-800 standards.
 - 1. Curb stops with pipe connections on both ends shall furnished with pack joint ends suitable to make the connection to type of water service line specified.
 - a. The curb stops shall be Ford Ball Valve compatible with the water service line material specified. Series B44-XXXM, B66-XXXM, B77-XXXM or Engineer approved equal.
 - 2. Curb stops connected directly to a saddle shall be furnished with male iron pipe thread inlet by female iron pipe outlet connections.
 - a. The curb stops shall be Ford Ball Valve compatible with the water service line material specified. Series B81-XXXM-NL or Engineer approved equal.

Section 44 6013 – Interior Piping and Valves

Clarification: In Section 2.1A. Interior Process Piping

All piping through tank foundations within 5 ft from tower foundation and through the tower floor shall be ductile iron. All piping above the tower floor shall be stainless steel.

Add: In Paragraph 2.1A.2.b.

... fabricated from Type 304L stainless steel conforming to ASTM specifications A269 or A778. ...



Clarification: In Section 2.3H. Riser Pipe Insulation

Section references 4” if insulation for riser pipes. This instance of “riser pipes” refers to the inlet/outlet pipe only. Insulation is not required on overflow pipe.

DRAWINGS

The following additions, changes and clarifications have been made to the Drawings.

Modify: Sheet 2.1 that is attached to this addendum.

Delete: Air release valve on Sheet 13.1.

Delete: Specific Note #8 on Sheet 18.3.

OTHER DOCUMENTS

The following document has been added to the bidding documents.

Micro-Comm SCADA package with instrumentation SCOPE

NOTE:

The Plan Holders List, Geotechnical Report, Addendums, and Mechanical/Electrical Drawings are available on our website at <http://www.bannerassociates.com>

Project Manual and Drawing inquiries regarding the work should be directed to:

CONTACT PERSON(S)

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ATTACHMENTS



Joseph Munson, PE

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, after submitting its Bid and within 5 days of Owner’s request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder’s authority to do business in the state where the Project is located.
- B. Bidder’s state or other contractor license number, if applicable.
- C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, “Subcontractors, Suppliers, and Others.”
- D. Other required information regarding qualifications
- 3.02 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:
 - a. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or

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indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

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- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become 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 Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-Bid conference will not be held.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for

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opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) in the amount of ten percent of Bidder's maximum Bid price issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 30 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 7 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The

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burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, and Owner may consider such substitute in evaluating Bids and making the Contract award.

- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

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- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. "The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary." The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and official address.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.
- 13.11 The Bidder may attach a substitute Bid schedule printed by a computer in lieu of completing the bound Bid schedules in ink. All of the provisions of the bound Bid section must be fully complied with except, if a computer printed substitute Bid schedule is used the unit bid prices need not be written in words. If a substitute Bid schedule is used it shall be attached to the bound Bid schedule. Such computer printed substitute Bid schedule shall include the following at the top of each page:
- A. Bid Date
 - B. Title of Project
 - C. Bid schedules
 - D. Name of Owner
 - E. Bidder's Name and Address

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The substitute computer printed Bid schedule shall identify the Bid schedule and have column headings that include the Item Number, Spec. Ref. No., Item Description, Quantity, Unit Designation, Unit Bid Price, Amount Bid for each item, Total or Gross Sum Bid below the last bid item and bidder's name, signature in ink and title at the end of the Bid schedule. The Bidder shall complete the acknowledgement of addendum, and signature page(s). The signature on the substitute computer printed Bid schedule shall be the same as that on signature page(s) in the Bid Form. The total or gross sum bid shall also be written in ink in the designated space for the Bid schedule, that is Bid, in the Bid Form. In case of a discrepancy between the line number, bid item description, and/or quantity shown in the Bid Form and those shown on the substitute computer printed bid schedule, the bid item description and the quantity shown in the Bid Form shall govern. The unit bid price shown on the substitute computer printed Bid schedule shall govern whether or not the amount bid shown is correct. The substitute Bid schedule page size and size of printed characters shall be approximately the same as the bound Bid Form. Solid lines for separating columns and line numbers need not be printed. At least one blank line or space shall separate each line number. Columns may be arranged either vertically or horizontally on the substitute bid schedule. Any irregularities which are not waived by the Owner as a technicality will result in rejection of the bid.

ARTICLE 14 – BASIS OF BID

14.01 Lump Sum

- A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 Bid shall be submitted on the Bid Form provided in the Project Manual. The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to as indicated in the advertisement or invitation to bid.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the

MCWC 2021 IMPROVEMENTS
250,000 GALLON WATER TOWER NO. 6A
HUMBOLDT, SOUTH DAKOTA
INSTRUCTIONS TO BIDDERS

date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.03 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 19.04 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.
- 19.05 The Owner reserves the right to award the base Bid only or award the base Bid and any combination of Bid alternates deemed to be in the best interests of the Project and as necessary to stay within budget amounts for funding. If the Contract is to be awarded, it will be awarded to the low responsive, responsible Bidder for the base Bid combined with any Bid alternates

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whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – FUNDING AGENCY REQUIREMENTS

~~22.01 Contracts for work under this proposal will obligate the Contractors and Subcontractors not to discriminate in employment practices and to comply with the nondiscrimination provision of the Labor Standards Provisions for Federally Assisted Construction Contracts (EPA Form 5720-4) (5-73). Successful Bidders must be prepared to comply in all respects with the Contract Provisions regarding nondiscrimination.~~

22.02 Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

22.03 Successful Bidders must, if requested, submit a list of all Subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order No. 11246 and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish the same prior to the award of the Contract.

22.04 By the submission of its Bid, each Bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 7, particularly Section 8.4(b)), which shall be applicable throughout the performance of work under any Contract awarded pursuant to this solicitation. Each Bidder agrees that if awarded a contract, it will similarly bind contractually each Subcontractor. In implementation of the foregoing policies, each Bidder further understands and agrees that if awarded a Contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the

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- work force used under the Contract (and that it must require contractually the same effort of all Subcontractors whose subcontracts exceed \$10,000). The Bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.
- 22.05 The Bidder on this project must make positive efforts for utilization of Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) in this project. EPA policy on this requirement is detailed on Pages MBE/WBE-1 through MBE/WBE-6 of the Government Documents entitled "Guidance for Utilization of Small, Minority, and Women Business Enterprises Requirements of 40 CFR 33", which shall be suitable for use in implementing both MBE and WBE requirements. The MBE goal for this project is 1% of the total dollar value of the job while the WBE goal is 4% of the total dollar value of the job.
- 22.06 The goal for female utilization which shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000 shall be 6.9%. The goal for minority utilization which shall be included in all federal and federally assisted construction contracts and subcontracts in excess of \$10,000 shall be 1.2%. The goals are applicable to the contractor's aggregate on-site construction workforce, not merely that part of the workforce that is performing work on a Federal or Federally-assisted contract or subcontract. The workforce goals are based on the total number of new positions created to complete the work generated by this contract.
- 22.07 Davis-Bacon and related acts provisions apply to this project. All provisions relative to those acts must be met.
- 22.08 Information on qualified area Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) can be secured from:

Mr. Steve Gomez
MBE Coordinator
State Capitol Building
Pierre, South Dakota 57501
Phone: (605) 773-4906

Denise Voorhes
Department of Transportation
Civil Rights Office
700 E Broadway Avenue
Pierre, SD 57501
Phone: (605) 773-4906

Small Business Administration
8a Program
101 S. Main, Suite 101
Sioux Falls, South Dakota 57102-0577
Phone: (605) 330-4231

Bureau of Indian Affairs
Contracting Officer
Federal Building, Room 309
Aberdeen, South Dakota
Phone: (605) 226-7567

Indian Health Services
Contracting Officer
Federal Building, Room 309
Aberdeen, South Dakota
Phone: (605) 226-7567

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- 22.09 The successful bidder – including any contractors and their subcontractors on the project, must be registered in SAM (System for Award Management).
- 22.10 The low responsive bidder will be required to certify to compliance with the American Iron and Steel provision of the Consolidated Appropriations Act of 2014. This certification form may be found on page AIS-21 of the State Revolving Fund (SRF) General Conditions and must be included in the bid proposal.
- 22.11 Please be advised that waivers or exemptions from the American Iron and Steel provision that cite International Trade Agreements DO NOT comply with the Consolidated Appropriations Act of 2014 as it applies to the SRF programs. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.
- 22.12 The low responsive bidder must assure compliance with the requirements of Public Law 115-232, Section 889, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractors must assure that telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) WILL NOT be supplied for the project.

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NOW, THEREFORE, the undersigned, for and in consideration of \$ _____
and other good and valuable consideration, the receipt whereof is hereby acknowledged, does
hereby waive and release any and all liens, or right to claim of lien, on the above described project
and premises, under any law, common or statutory, on account of labor or materials, or both,
heretofore or hereafter furnished by the undersigned to or for the account said Contractor for said
Project.

Dated this _____ day of _____, 20__.

FIRM: _____

Name of firm or person giving release

By: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing release was subscribed and sworn to before me this _____ of _____
_____, 20 __, by _____
(as _____ of _____).

My Commission expires:

Notary Public

Contractor's Application for Payment No. _____

Application Period:	Application Date:
To (Owner):	From (Contractor):
Project:	Via (Engineer):
Contract:	
Owner's Contract No.:	Contractor's Project No.:
	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders	1. ORIGINAL CONTRACT PRICE.....	\$ _____
Number	2. Net change by Change Orders.....	\$ _____
Additions	3. Current Contract Price (Line 1 ± 2).....	\$ _____
Deductions	4. TOTAL COMPLETED AND STORED TO DATE	
	(Column F total on Progress Estimates).....	\$ _____
	5. RETAINAGE:	
	a. X _____ Work Completed.....	\$ _____
	b. X _____ Stored Material.....	\$ _____
	c. Total Retainage (Line 5.a + Line 5.b).....	\$ _____
	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ _____
	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
	8. AMOUNT DUE THIS APPLICATION.....	\$ _____
	9. BALANCE TO FINISH, PLUS RETAINAGE	
	(Column G total on Progress Estimates + Line 5.c above).....	\$ _____
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

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 encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: _____ Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Date) _____
(Engineer)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Date) _____
(Owner)

Approved by: _____ (Date) _____
Funding or Financing Entity (if applicable)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):				Application Number:				
Application Period:				Application Date:				
A		B	Work Completed		E	F		G
Specification Section No.	Description	Scheduled Value (\$)	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
			From Previous Application (C+D)	This Period				
Totals								

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):						Application Number:					
Application Period:						Application Date:					
A					B	C	D	E	F		
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description		Item Quantity	Units	Unit Price						
Totals											

"General Decision Number: SD20220001 01/07/2022

Superseded General Decision Number: SD20210001

State: South Dakota

Construction Types: Heavy and Highway

Counties: South Dakota Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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 www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/07/2022

* SUSD2018-001 03/20/2018

	Rates	Fringes
CARPENTER.....	\$ 27.96	0.00

CONCRETE FINISHER.....\$ 21.41 0.00

ELECTRICIAN.....\$ 26.42 3.85

LABORER

Group 1.....\$ 18.86 0.00

Group 2.....\$ 17.51 0.00

Group 3.....\$ 18.95 0.00

Group 5.....\$ 27.96 0.00

Group 6.....\$ 21.41 0.00

LABORER CLASSIFICATIONS:

GROUP 1: Air Tool Operator; Common Laborer; Landscape Worker, Flagger, Pilot Car Driver; Trucks under 26,000 GVW; Blue-top Checker, Materials Checker.

GROUP 2: Mechanic Tender; Pipe Layer (except culvert); Form Builder Tender; Special Surface Finish Applicator; Striping.

GROUP 3: Asphalt Plant Tender; Pile Driver Leadsman; Form Setter, Oiler/Greaser.

GROUP 5: Form Builder

GROUP 6: Grade Checker

PAINTER.....\$ 21.41 0.00

POWER EQUIPMENT OPERATOR:

Group 1.....\$ 20.62 0.00

Group 2.....\$ 20.66 0.00

Group 3.....\$ 22.02 0.00

Group 4.....\$ 23.79 0.00

Group 5.....\$ 24.77 0.00

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: 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 2: Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self-Propelled Roller (except Hot Mix); Sheepsfoot/50 Ton Pneumatic Roller; Pneumatic Tire Tractor or Crawler (includes Water Wagon and Power Spray Units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Saw.

GROUP 3: 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 4: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 5: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 DRIVER

Group 1.....	\$ 21.46	0.00
Group 2.....	\$ 21.66	4.22

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with trailer.

GROUP 2: Semi-Tractor and Trailer; Tandem Truck with Pup.

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

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 Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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 Division National Office Branch of Wage Surveys. 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.

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END OF GENERAL DECISION"

Date: 1/11/2022**Project:** MCWC Water Tower 6A**To:** All Bidders**Project #:** BS21006**From:** Connor Swiontek PE**Project Location:** Humboldt, SD**Addendum Number:** 1

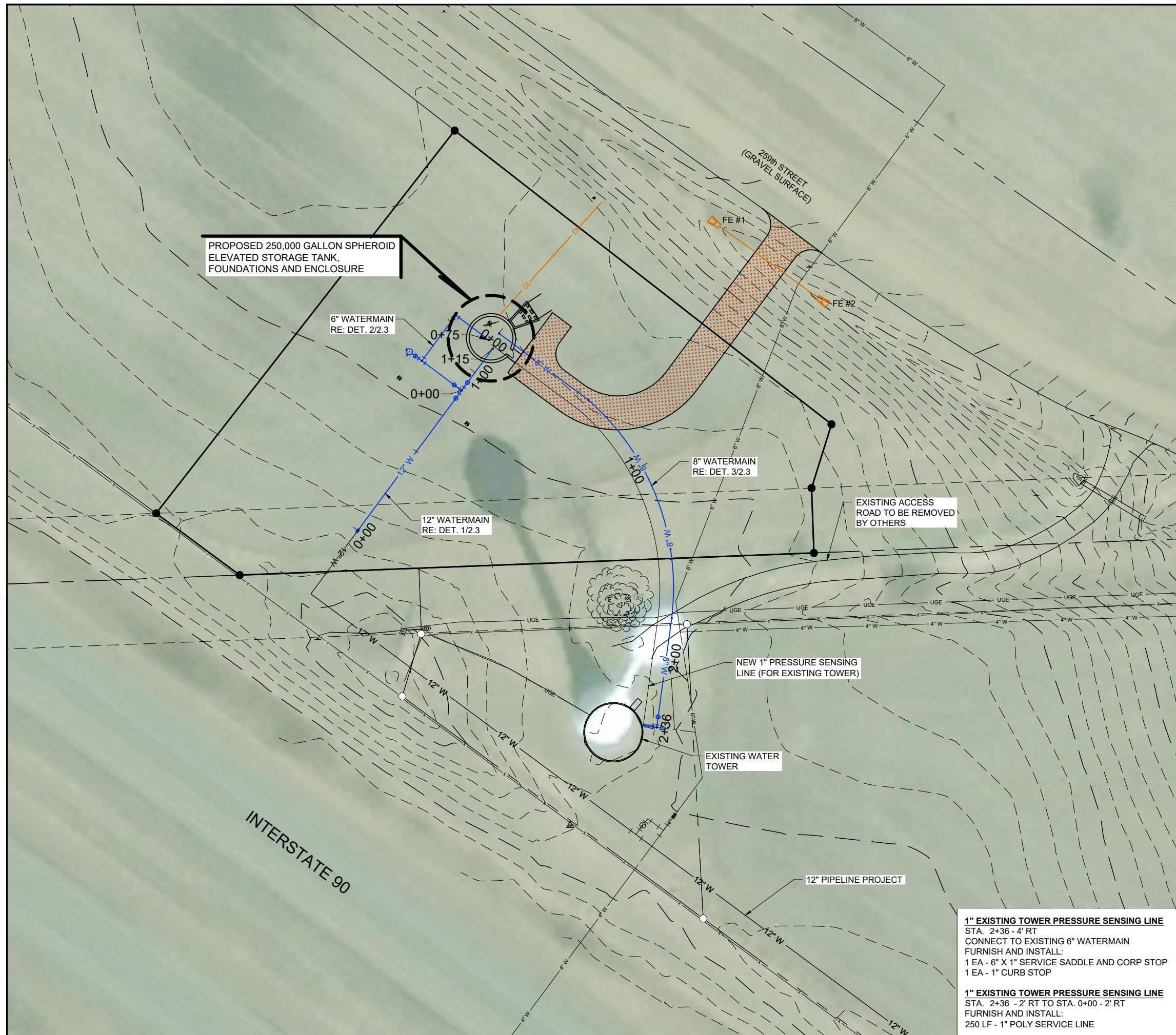
To: All prime contract bidders and all others to whom Drawings and Specifications have been issued by the Engineer. Acknowledge receipt of the Addendum by inserting its number and date on the Bid Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents. It modifies them as follows:

Product Approvals

The manufacturers and products, which are listed in the following texts, are approved for bidding. Final acceptance is contingent upon receipt and approval of final shop drawings. Manufacturer shall conform to all warranties, performances, size, etc., as the item specified. The burden of proof of the merit of the proposed substitution is upon the proposer. Those items not specifically listed by addendum shall not be approved for bidding.

<u>Section</u>	<u>Description</u>	<u>Manufacturer</u>
23 8200	Unit Heaters	QMARK

END OF DOCUMENT – CS



PROPOSED 250,000 GALLON SPHEROID ELEVATED STORAGE TANK, FOUNDATIONS AND ENCLOSURE

6" WATERMAIN
RE: DET. 2/2.3

12" WATERMAIN
RE: DET. 1/2.3

8" WATERMAIN
RE: DET. 3/2.3

EXISTING WATER TOWER

EXISTING ACCESS ROAD TO BE REMOVED BY OTHERS

NEW 1" PRESSURE SENSING LINE (FOR EXISTING TOWER)

12" PIPELINE PROJECT

INTERSTATE 90

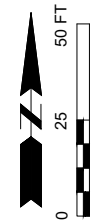
259th STREET
(GRAVEL SURFACE)

1" EXISTING TOWER PRESSURE SENSING LINE
STA. 2+36 - 4' RT
CONNECT TO EXISTING 6" WATERMAIN
FURNISH AND INSTALL:
1 EA - 6" X 1" SERVICE SADDLE AND CORP STOP
1 EA - 1" CURB STOP

1" EXISTING TOWER PRESSURE SENSING LINE
STA. 2+36 - 2' RT TO STA. 0+00 - 2' RT
FURNISH AND INSTALL:
250 LF - 1" POLY SERVICE LINE

NOTES:

- CONTRACTOR WILL BE RESPONSIBLE TO HAVE ALL UTILITIES LOCATED PRIOR TO EXCAVATION.
- WATERLINE SHALL BE LAID WITH A MINIMUM OF SIX FEET (6'-0") COVER.
- ALL SITE PIPE AND PIPING THROUGH TANK FOUNDATIONS WITHIN 5 FT FROM TOWER FOUNDATION SHALL BE EITHER DUCTILE IRON OR STEEL.



12" WATERMAIN:

STA. 0+00 - CL
(RE: DET. 1/2.5 FOR CONNECTION)
FURNISH AND INSTALL:
1 EA. - 12" D.I. M.J. LONG BODY SLEEVE W/Joint RESTRAINTS (CONNECT TO PIPING FROM THE NEW 12" PIPELINE)

12" WATERMAIN:

STA. 0+00 - CL TO STA. 1+15 - CL
FURNISH AND INSTALL:
115 L.F. - 12" DIA. C900 PVC PIPE

12" WATERMAIN:

STA. 0+90 - CL
(RE: DET. 2/2.5 FOR CONNECTION)
FURNISH AND INSTALL:
1 EA. - 12"x12"x6" D.I. M.J. TEE W/Joint RESTRAINTS
2 EA. - 12" DIA. GATE VALVE AND BOX W/Joint RESTRAINTS
CONCRETE THRUST BLOCKS

12" WATERMAIN:

STA. 1+15± - CL
CONNECT TO PROPOSED WATER TOWER
FURNISH AND INSTALL:
1 EA. - 12" D.I. M.J. 90° BEND W/Joint RESTRAINTS & BLOCK

6" WATERMAIN:

STA. 0+00 - CL ~~2.5~~
(RE: DET. 2/2.4 FOR CONNECTION)
FURNISH AND INSTALL:
1 EA. - 6" DIA. GATE VALVE AND BOX W/Joint RESTRAINTS
CONCRETE THRUST BLOCKS
1 EA. - 6" SOLID x SWIVEL ADAPTOR

6" WATERMAIN:

STA. 0+00 - CL TO STA. 0+75 - CL
FURNISH AND INSTALL:
75 L.F. - 6" DIA. C900 PVC PIPE

6" WATERMAIN:

STA. 0+25 - CL
(RE: DET. 3/2.5 FOR CONNECTION)
FURNISH AND INSTALL: **2 EA. - 6" SOLID x SWIVEL ADAPTOR**
~~10 L.F. - 6" DIA. C900 PVC PIPE~~
1 EA. - 6"x6"x6" D.I. M.J. TEE W/Joint RESTRAINTS
1 EA. - 6" DIA. GATE VALVE AND BOX W/Joint RESTRAINTS
1 EA. - FLUSHING HYDRANT W/Joint RESTRAINTS
CONCRETE THRUST BLOCKS

6" WATERMAIN:

STA. 0+54± - CL
FURNISH AND INSTALL:
1 EA. - 6" D.I. M.J. 90° BEND W/Joint RESTRAINTS & BLOCK

6" WATERMAIN:

STA. 0+75± - CL
CONNECT TO PROPOSED WATER TOWER
FURNISH AND INSTALL:
1 EA. - 6" D.I. M.J. 90° BEND W/Joint RESTRAINTS & BLOCK

8" WATERMAIN:

STA. 0+00 - CL
CONNECT TO PROPOSED WATER TOWER
FURNISH AND INSTALL:
1 EA. - 8" D.I. M.J. 90° BEND W/Joint RESTRAINTS & BLOCK

8" WATERMAIN:

STA. 0+00 - CL TO STA. 2+36 - CL
FURNISH AND INSTALL:
236 L.F. - 8" DIA. C900 PVC PIPE

8" WATERMAIN:

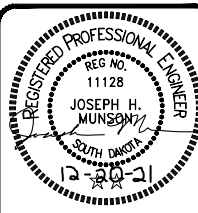
STA. 2+36 - CL
(RE: DET. 4/2.5 FOR CONNECTION)
CONNECT TO EXISTING 6" WATERMAIN
FURNISH AND INSTALL:
1 EA. - 8" DIA. GATE VALVE AND BOX W/Joint RESTRAINTS
1 EA. - 8" SOLID x SWIVEL ADAPTOR
1 EA. - 8"x8"x8" D.I. M.J. TEE W/Joint RESTRAINTS
2 EA. - 8"x6" D.I. M.J. REDUCER W/Joint RESTRAINTS
1 EA. - 6" D.I. M.J. LONG BODY SLEEVE W/Joint RESTRAINTS
CONCRETE THRUST BLOCKS

PROJECT/SHEET TITLE: MCWC 250,000 GALLON WATER TOWER NO. 6A

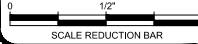
SITE PIPING PLAN

HUMBOLDT, SOUTH DAKOTA

REV. DATE



JOB No.: 23367.00.01
DATE: DECEMBER 2021
DESIGNED BY: KAD
CHECKED BY: JHM
DRAWN BY: AME



SHEET No.:



Toll Free: 1.855.323.6342

Date: January 10, 2022

Project: MCWC Tower 6A & Hartford Pump Station SCADA Package with instrumentation proposal
DIVISION 40 - Systems Integrator SCOPE

Estimator: Chris Cote, Sales engineer

TERMS:

1. Does not include bonding. Proposal will be good for 60 days.
2. Equipment supplied does not include anchor bolts, fasteners, supports, antenna towers, or masts unless specifically listed in this quotation.
3. This control system provides PILOT DUTY signals to control panels and devices by others. Primary devices, i.e. motor starters, circuit breakers, control valves, and flow meters are not included unless specifically listed in this quotation
- 4. This proposal DOES NOT include installation of equipment by Micro-Comm, Inc.**
5. Submittals will ship in 45 days from receipt of approved proposal or agreement.
6. Equipment will ship 60 days from receipt of approved drawing submittals.

Material and Labor Specification Information

(1) Tower 6A with Instrumentation (RTU-6A)

Micro-Comm to supply Fiberglass RTU Panel fully programmed with M1650 PLC controller and expansion I/O. Includes all front panel listed items, fully factory tested UL 508A listed panel. Includes all listed instrumentation as noted proposed
Reuse existing Valve 2 Radio.

Control panel to include:

- | | |
|-----|--|
| Qty | Description (Panel Items) |
| 1 | Hoffman A24H2010GQRLP Fiberglass Nema 4X Enclosure |
| 1 | Panel Sub-Panel and PS assembly |
| 1 | UL508 Panel Listing |
| 1 | 20amp Circuit Breaker |
| 1 | Duplex Receptacle |
| 1 | EDCO 120VAC line protection TVSS |
| 1 | Mean Well DR-240 120Vac/24Vdc 10amp power supply |
| 1 | M3 Battery Dropout Relay |
| 1 | 24 Hour Battery Back-up |
| 1 | Micro-Comm L54D Dataradio switch |
| 1 | 25-pin to 25-pin Com1 to L54D Databable |
| 2 | MDS TNC to Type-N Patch Cord |
| 2 | MDS data radio interface cable for above |
| 2 | Type-N Coax Lightning Arrestor, & Bracket |

NEMA 4X Enclosure Size: 24"x20"x10"

New Radio

- | | |
|---|--|
| 1 | MDS SD-1 173MHz, 5W, 6.25KHz, 4800baud dataradio |
|---|--|

Existing Radio

- | | |
|---|--|
| 1 | MDS SD-1 173MHz, 5W, 6.25KHz, 4800baud dataradio |
|---|--|

Radio Salvaged from Existing RTU-6

Qty PRIMARY PLC Components

- | | |
|---|---|
| 1 | M1650 Modular RTU Assembly w/PM & modem |
| 1 | Micro-Comm Expansion 8-point Analog Input Card L45 |
| 0 | Micro-Comm Expansion 4-point Analog Output Card L46 |
| 1 | Micro-Comm Expansion 16-point Discrete Input Card L47 |
| 0 | Micro-Comm Expansion 6-point Relay Output Card L59 |

tag	I/O DESCRIPTION	REQUIRED	PROVIDED	SPARE
DI	DISCRETE IN	8	24	16
DO	DISCRETE OUT	3	4	1
AI	ANALOG IN	5	12	7
AO	ANALOG OUT	0	2	2

(10) Relay Outputs Physical I/O as follows:

- | | | |
|---|-----|-------------------------------------|
| 1 | DO1 | Valve CALL to OPEN |
| 1 | DO2 | Valve CALL to CLOSE |
| 1 | DO3 | Entry Alarm P/B lighted Lamp |
| 1 | DO4 | Telemetry Control |
| 1 | | Spare Physical Outputs listed above |

Tag:

- | |
|------------|
| CV-X.01 |
| CV-X.01 |
| PB-X.01/02 |

Signal provided by (MC, GC, EC)

- | |
|---------------------|
| equipment by MCWC |
| equipment by MCWC |
| new equipment by MC |

(24) Discrete Inputs Physical I/O as follows:

- | | | |
|---|------|---|
| 1 | DI1 | Control Valve OPEN |
| 1 | DI2 | Control Valve CLOSED |
| 1 | DI3 | Entry Alarm-Front Panel Acknowledge P/B |
| 1 | DI4 | Future FAA Obstruction Lamp FAIL |
| 1 | DI5 | Entry Alarm-Tower Door #1 switch |
| 1 | DI6 | Operator Down Alarm |
| 1 | DI7 | Control Valve Flow Meter Pulse Input Flow Total |
| 1 | DI8 | Wet Floor Alarm |
| 1 | DI9 | PLC AC Power FAIL |
| 1 | DI10 | RAM Battery FAIL |
| 1 | DI11 | Memory Module FAIL |
| 1 | DI12 | RTU 12Vdc Power Failure |
| 1 | DI13 | Entry Alarm |

Tag:

- | |
|----------|
| CV-X.01 |
| CV-X.01 |
| PB-X.01 |
| ZS-X.01 |
| PB-X.02 |
| FIT-X.01 |
| FS-X.01 |
| RTU-6A |
| RTU-6A |
| RTU-6A |
| RTU-6A |
| RLY-X.01 |
| RTU-6A |

Signal provided by (MC, GC, EC)

- | |
|-------------------------|
| equipment by MCWC |
| equipment by MCWC |
| front panel P/B by MC |
| contact by others |
| new sensor by MC |
| new contact by MC |
| new contact by MC |
| new contact by MC |
| internal software input |
| internal software input |
| internal software input |
| internal software input |
| internal software input |
| internal software input |

Tower 6A with Instrumentation (RTU-6A) (continued)

(24) Discrete Inputs Physical I/O as follows:

1	DI17	Valve HOA-HAND
1	DI18	Valve HOA-AUTO
16		Spare Physical Inputs listed above

Tag:

Signal provided by (MC, GC, EC)

new front panel switch by MC
new front panel switch by MC

(4) Analog Inputs Physical I/O as Follows:

1	AI1	Tower Level
1	AI2	Station Building Temperature
1	AI3	Control Valve Flow Meter Flow Rate
1	AI4	Water Temperature
1	EAI1	Existing Tower Level
1	EAI2	
1	EAI3	
1	EAI4	
1	EAI5	
1	EAI6	
1	EAI7	
1	EAI8	
1	AI13	RTU Battery Voltage
1	AI14	RTU Internal Temperature
7		Spare Physical Inputs listed above

Tag:

Signal provided by (MC, GC, EC)

PIT-X.01 new sensor by MC
TT-X.01 new sensor by MC
FIT-X.01 new sensor by MC
TT-X.02 new sensor by MC
PIT-X.02 new sensor by MC

RTU-6A
RTU-6A

internal software input
internal software input

(2) Analog Outputs Physical I/O as Follows:

1	AO1	
1	AO2	
2		Spare Physical Outputs listed above

Tag:

Signal provided by (MC, GC, EC)

Qty MISC CONTROL & FRONT PANEL ITEMS:

1	Micro-Comm Keypad & Display unit w/cable
1	Entry-Alarm lighted push-button
1	Front Panel 3-position selector switch

PB-X.01

Instrumentation provided by Micro-Comm

1	Amesco magnetic Door Switch
2	Pressure Transducer w/cable & polyflow
2	Pressure Guages
1	Station Flood Switch
1	Station Temp. Transmitter 0-200degF
1	Water Temp. Transmitter 0-100degF
1	Operator Man-Down P/B Enclosure
2	Yagi Antenna with mounting U-bolts
2	lot of coaxial cable & conn. as needed

Tag:

ZS-X.01, 01A, 02
PIT-X.01, PIT-X.02
PI-X.01, PI-X.02
FS-X.01
TT-X.01
TT-X.02
PB-X.02

Labor Items included:

1	Factory Start-up & Adjustment Service
1	Engineering, Programming, & Testing
1	Freight to Jobsite (FOB Factory)

(1) Tower 6A: 4" Flow Meter Promag W 400 integral mount (FIT-101)

To Include:

Qty	Description
1	4" Electromagnetic flow meter with integral transmitter E&H 5W4C1F-AAELHA0DHA1KGA+L4
2	4" Electromagnetic flow meter grounding rings
1	4" Electromagnetic flow meter grounding ring wiring harness
1	On-Site certified start-up of meter (3-hrs time for setup and engineering)
1	3-Year Warranty on E&H Flow Meter from date of Factory Shipment
1	Freight to jobsite (FOB Factory)

(1) **HARTFORD PUMP STATION MODIFICATOINS**

Qty Description:

- 1 Panel modifications to replace existing Obsolete Maples Touch screen
- 1 C-More screen HMI tag development
- 1 C-mote 10inch Color Touch screen display
- 1 Pump Station software modifications with distributed control software
- 1 New Tank 6A Pump Control logic
- 1 On-Site commissioning of new site with complete turn-key functionality
- 1 On-site start-up costs and travel included
- 1 Freight to jobsite (FOB Factory)

(1) **CENTRAL SOFTWARE MODIFICATIONS AND START-UP LISTED BELOW:**

NORTH & SOUTH HMI Software Modifications:

Qty Description:

- 1 Add New Site information to existing M1650 polling master
- 1 Add new Site information to existing NWTP SCADAview HMI
- 1 Add new site alarms to NWTP SCADA dial
- 1 Add new site information to NWTP SCADA web server
- 1 Add new site information to SWTP client HMI and Webserver HMI computer(s)
- 1 Factory programming and software verification
- 1 On-Site commissioning of new site with complete turn-key functionality
- 1 On-site start-up costs and travel included

MISCELLANEOUS ITEMS TO INCLUDE:

Qty	Description	
1	Engineering and Design drawings and submittal	Included
3	Operation and Maintenance Manuals per Specifications	Included
1	Freight to Job Site (FOB Factory, Freight allowed)	Included
1	FIVE Year Parts and Labor Warranty on Micro-Comm Parts only	Included
1	THREE Year Parts and Labor Warranty on E&H Meter	Included
1	State Sales Tax 4.5% (Excludes 2% city tax)	Included
1	State Excise Tax 2% on total	Included