

February 21, 2024

### **NOTICE TO CONTRACTORS**

Sealed bids will be received by the South Dakota Department of Transportation until **1:30 pm, Friday, March 08, 2024** at which time they will be opened for the following project(s):

Project Number	PCN	County	Type of Work	Area Engineer
000P-191, 000N-191	i7EU, i7EV	Beadle	Weed Spraying	Brad Letcher (605-353-7140)
000P-192, 000N-192	i7EW, i7EX	Buffalo, Hand, Hughes, Hyde		
000P-191, 000N-191	i7EY, i7F0	Clark		
000P-191, 000N-191	i7F1, i7F2	Kingsbury		
000P-192, 000N-192, 000P-151, 000N-151	i7F3, i7F4, i7F5, i7F6	Spink		

Should you have questions you are encouraged to contact Area Engineer listed for the project.

### **AVAILABILITY OF PLANS AND PROPOSALS:**

Specifications and proposal forms are available at the Huron Area Office and at the following website:  
<https://apps.sd.gov/hc65bidletting/RegionDefault.aspx>

The DOT-123 form provided within the proposal document is for information only. Do not use for bidding purposes. Bids submitted on the enclosed DOT-123 form will be considered void and will not be accepted by the department. Please email the Aberdeen Area office for the DOT-123 form that can be used for bidding purposes to the following:

[Scott.Schneider@state.sd.us](mailto:Scott.Schneider@state.sd.us) and [Michael.Welch@state.sd.us](mailto:Michael.Welch@state.sd.us)

The email request for the DOT-123 form shall include the following information, so that the SDDOT can maintain a list of prospective bidders for this project and to maintain a contact list for future region lettings:

**Company Name**  
**Mailing Address**  
**Phone Number**

Addendums, if any, will be made available on-line at the above website, no later than **48 hours** prior to opening bids. It will be the Contractor's responsibility to check for addendums prior to submitting bids.

### **CONTENT OF PROPOSALS:**

Returned Proposals shall include the following items all signed in ink:

1. A notarized Contract Proposal (DOT-123). Non-signature items shall be typed or completed in ink.

Bids shall be in sealed envelopes and clearly marked on the outside as to the content when delivered to the Regional Office by the time indicated for Opening. Proposals faxed to the office will not be accepted.

<i>If hand delivering or using a package delivery service, address the envelope:</i>	<i>If using the US Postal Service, address the envelope:</i>
<b>Mark Peterson, Region Engineer Department of Transportation 2735 West Highway 12 Aberdeen, SD 57401</b>	<b>Mark Peterson, Region Engineer Department of Transportation P.O. Box 1767 Aberdeen, SD 57402-1767</b>

All bid items must have a unit price entered on the DOT-123 Contract Proposal form. Failure to enter a unit price or a unit price of zero will be considered a Mathematically Unbalanced Bid. The Department will consider a bid proposal Irregular and may reject the bid proposal if the Department determines, in its sole discretion, that any of the unit bid prices are significantly unbalanced to the potential detriment of the Department.

Bidders will be required to fill out the blank spaces in the proposal form correctly. The bidder must fill in a unit price for each bid item shown on the proposal form. Bidders will also be required to carry out extensions and determine the "Total or Gross Sum Bid" as indicated in the proposal. The total of any proposal, as determined by the bidder, will be used only for a comparison when bids are publicly opened and read, and any errors noted in extensions or totals will be corrected to determine the "Total or Gross Sum Bid" of any proposal.

Failure to properly carry out any of the above requirements is deemed as sufficient reason to reject any proposal.

#### **BONDING & INSURANCE:**

A **bid bond** will not be required.

A **performance bond** will not be required.

#### **MISCELLANEOUS:**

Any person engaged in highway construction work in the State of South Dakota must obtain a motor fuel highway contractor tax license.

The Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, national origin, sex, age or disability in consideration for an award.

**The Contractor, by signing and submitting a bid or proposal, agrees to provide services in compliance with the Americans with Disabilities Act of 1990.**

The Department of Transportation reserves the right to reject any and all bids.

Sincerely,

DEPARTMENT OF TRANSPORTATION

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Mark Peterson  
Aberdeen Region Engineer

cc:  
C. Bennett  
B. Letcher  
File

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT PROPOSAL**

DOT-123  
February 2021  
1 of 2

CODE	PROJECT			MAINT	CONTROL	AFE	FUNCTION	BEGIN	END
	PRE	ROUTE	AGR	UNIT	REFERENCE			MRM	MRM
		M000P		191		i7EY	2305		
		M000N		191		i7F0	2305		

CITY AND/OR COUNTY: Clark County

BUDGET SOURCE: FY24 Contract Maintenance

REGION MATERIALS CERTIFICATION REQUIRED:

☐ YES

☒ NO

WIP #:

CERTIFIED INSPECTORS/TESTERS REQUIRED:

☐ YES

☐ NO

TO BE INSTALLED ON CM&P:

☒ YES

☐ NO

TYPE, PURPOSE AND LOCATION OF WORK: Control the growth of declared noxious weeds, aquatic vegetation and growth suppression within the right-of-way all maintained highway routes as shown on Exhibit "A" of this contract. The Contractor may use an approved equal to the brand names listed below. The approved equal shall have the same active ingredients, and labeled instructions shall be followed.

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
910E0007	Tordon 22K	8500	oz		
910E0012	24D	15000	oz		
910E0022	Sahara	1600	oz		
910E0100	Escort	200	oz		
910E0085	Milestone	600	oz		
910E0160	Glyphosate	1100	oz		
910E0197	Surfactant	1200	oz		
910E0175	Crop Oil	1000	oz		
910E0256	Polaris	1000	oz		
910E1010	Truck	150	hr		
910E1050	ATV Sprayer	200	hr		
910E1060	Labor	350	hr		
<b>TOTAL</b>					

**CONTRACTOR'S PROPOSAL STATEMENT**

The undersigned agrees to offer the labor and material in the quantities, at the unit price, for the purpose, in the place, and in accordance with attached provisions. The Contractor will provide services in compliance with the Americans with Disabilities Act of 1990 and any amendments.

SUBSTANTIAL COMPLETION DATE

N/A

PROPOSED START DATE

April 1, 2024

FIELD WORK COMPLETION DATE

November 1, 2024

SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME THE

PRINTED NAME

DAY OF \_\_\_\_\_, 20\_\_

COMPANY

NOTARY

STR. ADDRESS

My Commission Expires:

CITY, STATE, ZIP

PHONE NUMBER

DATE

(SEAL)

FEDERAL TAX ID NUMBER

**SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT PROPOSAL**

DOT-123  
February 2021  
2 of 2

CODE	PROJECT			MAINT	CONTROL	AFE	FUNCTION	BEGIN	END
	PRE	ROUTE	AGR	UNIT	REFERENCE			MRM	MRM
		M000P		191		I7EY	2305		
		M000N		191		I7F0	2305		

**TO BE FILLED OUT BY STATE PERSONNEL:**

The parties agree that the Department of Transportation may execute this contract by electronic signature.

RECOMMENDED FOR APPROVAL:

CONSTRUCTION & MAINTENANCE ENGINEER

DATE

AREA / REGION / OPS ENGINEER

DATE

DIRECTOR OF OPERATIONS

DATE

INTERNAL SERVICES / AUDITS

DATE

ACCEPTED BY SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

NAME

TITLE

DATE

IF FEDERAL FUNDS WILL BE EXPENDED UNDER THIS AGREEMENT, ACCEPTANCE BY PROJECT DEVELOPMENT IS REQUIRED

PROJECT DEVELOPMENT ENGINEER

DATE

Do not use for bidding  
purposes.

REV. 1/31/24

INDEX OF SPECIAL PROVISIONS

PROJECT(S): 000P-191, 000N-191 PCN i7EY, i7F0

COUNTY(IES): Clark

TYPE OF WORK: «WEED SPRAYING»

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

**Plans for Project – Sheets 1 thru 3.**

Special Provision for Acknowledgement and Certification Regarding Article 3, Section 12 of the South Dakota Constitution, dated 8/24/23.

Special Provision for Liability Insurance, dated 4/21/22.

Special Provision for Responsibility for Damage Claims, dated 4/21/22.

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## Exhibit A

### Weed Spraying Specifications

The contractor does hereby agree to furnish the necessary equipment, materials and labor to control the growth of declared noxious weeds within the right-of way of state routes.

#### **Spraying**

The spraying shall consist of spot treatments and shall be accomplished by using the herbicides specified on the contract with applicable rates as recommended by the manufacturer. If a herbicide is needed that is not on this contract, the type and price shall be negotiated and added by Change Order, prior to use of the herbicide.

The contractor agrees to indemnify, save, and hold harmless the Department and all its employees and agents, from any and all claims, demands, actions or cause of action of whatsoever nature or character arising out of, or by reason of, the execution of performance of the work provided for under the contract whether or not the Contractor itself is negligent or otherwise culpable. The Contractor further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any claim on whatsoever nature or character arising under this contract whether or not the Contractor is itself negligent or otherwise culpable. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers or employees.

The spraying shall be accomplished by personnel properly licensed by the South Dakota Department of Agriculture.

The Contractor shall advise the local Maintenance Supervisor of his intent to spray, 48 hours prior to doing so.

The Contractor shall complete the attached daily form (DOT 820) "Contract Daily Pesticide Application Record" (Exhibit B), furnished by the Department, after each day of spraying.

The Contractor shall provide the Maintenance Supervisor with a complete copy of the daily form (DOT 820) at the end of spraying.

The Contractor shall submit an invoice for payment to the Area Engineer or Maintenance Supervisor (as instructed). The invoice shall be accompanied by the completed original daily form(s) DOT 820. Separate invoices may be submitted for the spring and fall sprayings, if the Contractor desires to do so.

The herbicide selected for use will dictate frequency and timing of application. If Two applications are required per growing season, the first shall be made in the spring of the year while the second shall be made in the late summer or early fall as directed by the Maintenance Supervisor. For herbicides requiring a single application, the application shall be made in accordance with the label for the product being used.

Equipment used for spraying shall be equipped with a flashing amber light. The light shall be turned on and used at all times during spraying operation.

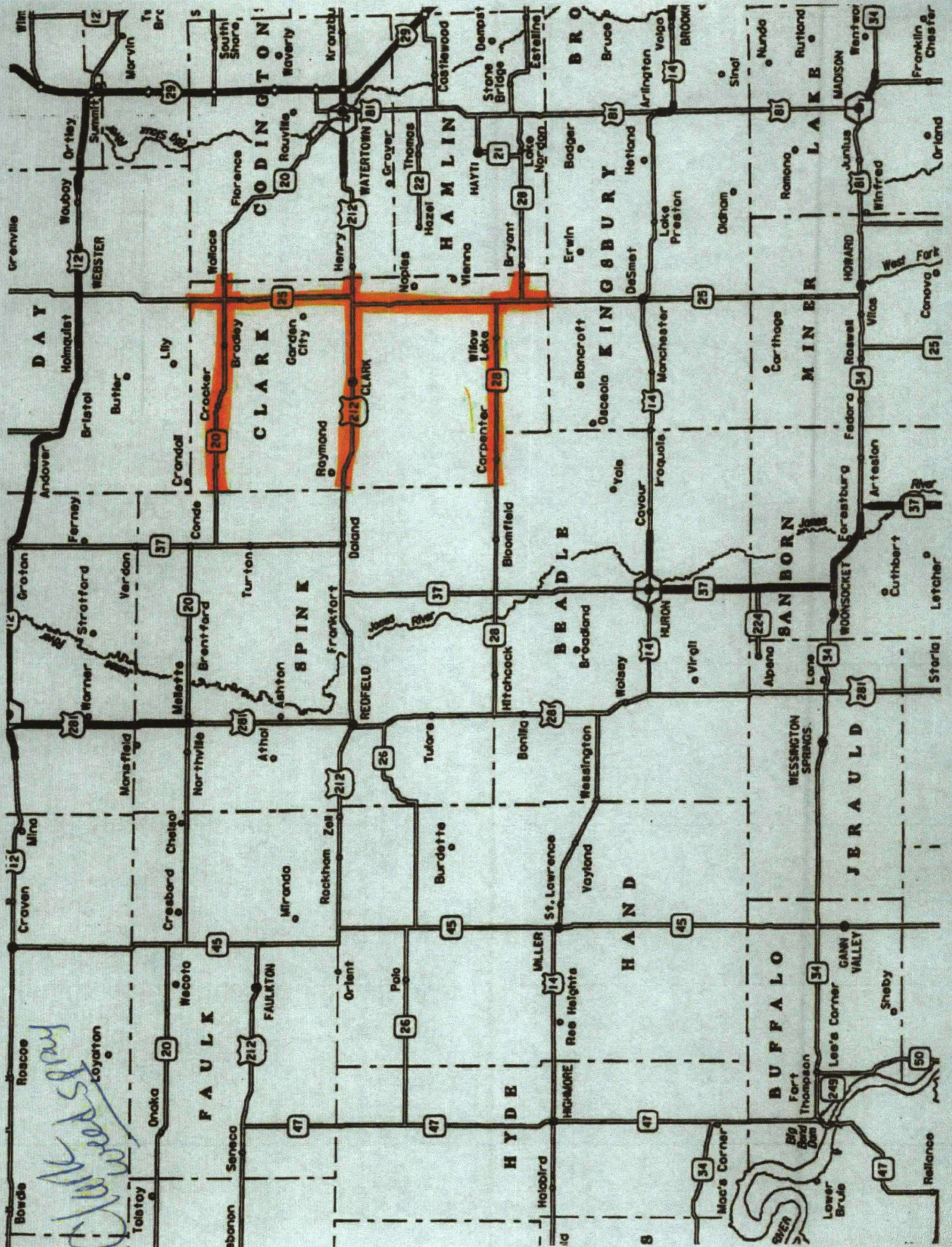
#### **Growth Suppression**

The following locations shall be treated for growth suppression:

1. 3 foot radius around all sign and delineator posts.
2. Underneath and 3 foot behind guide rail.

Herbicides shall be applied uniformly with properly calibrated equipment using at least 10 gallons water as a carrier per acre.

Herbicides for growth suppression shall be applied in the spring of the year. Herbicides shall not be applied to vegetation that has exceeded 8" in height.



## Exhibit A

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
ACKNOWLEDGEMENT AND CERTIFICATION REGARDING  
ARTICLE 3, SECTION 12  
OF THE SOUTH DAKOTA CONSTITUTION**

**AUGUST 24, 2023**

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In accordance with the State of South Dakota Office of the Governor Executive Order 2023-13, the following will apply to all contracts:

The Contractor acknowledges and certifies that the following information is correct:

**CERTIFICATION OF NO STATE LEGISLATOR INTEREST:**

Contractor (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this contract. By signing this contract, Contractor hereby certifies that this contract is not made in violation of the South Dakota Constitution Article 3, Section 12.

It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Department to terminate the contract.

The Contractor further agrees to provide immediate written notice to the Department if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
LIABILITY INSURANCE**

**APRIL 21, 2022**

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**Section 7.15 – Page 50 – Delete and replace with the following:**

**7.15 LIABILITY INSURANCE** - The Contractor will procure and maintain at the Contractor's expense, during duration of the contract, liability insurance with an insurance company authorized to do business in the state of South Dakota, for damages imposed by law. The insurance will cover all operations under the contract, whether performed by the Contractor or by subcontractors, and will name the State of South Dakota, the Department, and the Department's officers and employees as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, the Department, and the Department's officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law. Before commencing the work, the Contractor will furnish certificates of insurance, certifying that the policies will not be changed or cancelled until 30 calendar days' written notice has been given to the Department.

The certificates of insurance will provide evidence that the Contractor carries sufficient liability insurance to protect the public from injuries sustained by reason of pursuing the work, and that Workers' Compensation Insurance meets the requirements of the South Dakota Workers' Compensation Law.

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**STATE OF SOUTH DAKOTA  
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION  
FOR  
RESPONSIBILITY FOR DAMAGE CLAIMS**

**APRIL 21, 2022**

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**Section 7.14 – Page 50 – Delete and replace with the following:**

**7.14 RESPONSIBILITY FOR DAMAGE CLAIMS** - The Contractor will indemnify the State of South Dakota, the Department, and the State's officers and employees, from all suits, actions, or claims of any character, including suits in which the State, Department, or the State's officers and employees are sued, brought because of any injuries or damages received or sustained by any person, persons, or property arising at least in part from the Contractor's operations; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workers' Compensation Act", or any other law, ordinance, order, or decree. The Contractor's obligation to indemnify will include the payment of reasonable attorney fees and other costs of defense. So much of the money due the Contractor under and by virtue of the contract as may be considered necessary by the Department for such purpose may be retained for the use of the State; or in case no money is due, the Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid will have been settled and suitable evidence to that effect furnished to the Department. Money due the Contractor will not be withheld when the Contractor produces satisfactory written confirmation from the Contractor's insurer that adequate public liability insurance and property damage insurance providing coverage for such particular claims as may be made is in force, and the Contractor provides evidence the claim has been submitted to the Contractor's insurer. A copy of a certificate of insurance, without further confirmation of coverage for the particular claim being made, will not be sufficient to satisfy the requirement of written confirmation.

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