

ROSEBUD SIOUX TRIBE
Resolution No. 2020-166
Amended: 02-02-21

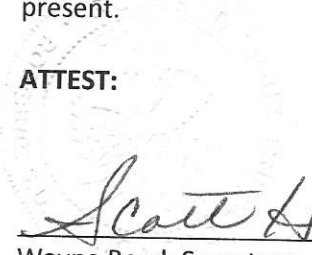
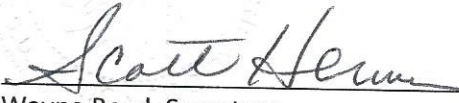
- WHEREAS**, the Rosebud Sioux Tribe is a federally recognized Indian Tribe organized pursuant to the Indian Reorganization Act of 1934 and pertinent amendments thereof; and
- WHEREAS**, the Rosebud Sioux Tribe is governed by the Tribal Council made up of elected representatives who act in accordance with the powers granted to it by its Constitution and By-Laws; and
- WHEREAS**, RST Sewer Revenue Department is responsible for operating and maintaining sewer collection and treatment systems, and administering funds for Indian Health Service-Office of Environmental Health (IHS-OEH) contracts for sanitary services throughout the Rosebud Reservation area in conjunction with USEPA and USDA-Rural Development project funds; and
- WHEREAS**, IHS-OEH with USEPA and USDA-Rural Development has allocated funds to rehabilitate sewer mainlines and manholes for the St. Francis area. The project was deemed necessary after the prior CCTV inspection of the sewer mains and manholes; and
- WHEREAS**, advertisement #20-079 resulted in one qualified bid: Northern Plains, LLC., Winner, S.D., in the amount of \$1,948,982.00; and
- WHEREAS**, the single qualified bid is from Northern Plains, LLC., Winner, S.D. (\$1,948,982.00); and
- WHEREAS**, the one bid was reviewed by RST Treasurer's office, RST Property & Supply, RST TECRO, IHS-OEH, and USDA-Rural Development. The Land and Natural Resources Committee recommends the lowest qualified bid from Northern Plains, LLC. in the amount of \$1,948,982.00 to the Tribal Council for approval; and
- NOW THEREFORE BE IT RESOLVED**, that the Tribal Council approved the Committee's recommendation and direct the RST Sewer Revenue Department to award and proceed with the St. Francis Sewer Rehabilitation project to Northern Plains, LLC. in the amount of \$1,948,982.00.
- BE IT ALSO RESOLVED**, the Rosebud Sioux Tribal Council authorizes and directs the President of the Rosebud Sioux Tribe or his authorized delegate to execute and sign the documents to award the bid to Northern Plains LLC and the Attorney for the Tribe to sign and execute the Certificate of Sponsor's Attorney on behalf of the Rosebud Sioux Tribe.

ROSEBUD SIOUX TRIBE
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CERTIFICATION

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ATTEST:

Wayne Boyd, Secretary
Rosebud Sioux Tribe



Rodney M. Bordeaux, President
Rosebud Sioux Tribe

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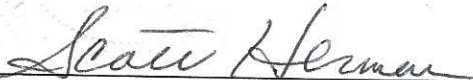
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Rodney M. Bordeaux, President
Rosebud Sioux Tribe



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Rosebud Agency

Post Office Box 228

Mission, South Dakota 57555

IN REPLY REFER TO:
Office of the Superintendent

FEB 26 2021

Honorable Rodney Bordeaux
President, Rosebud Sioux Tribe
Post Office Box 430
Rosebud, South Dakota 57570

Attention: Louis Wayne Boyd, Rosebud Sioux Tribe Secretary

Dear President Bordeaux:

Our office is in receipt of the following Rosebud Sioux Tribal Resolutions: 2020-166 (Amended: 02/02/2021), 2020-291, 2021-05, 2021-06, 2021-07, 2021-15, 2021-16, 2021-17, 2021-18, 2021-19 and 2021-20.

All Tribal Resolutions have been reviewed by this office.

The Self-Determination Program has been provided with the following resolutions for further review and/or file retention: 2020-291, 2021-05, 2021-06, 2021-07, 2021-16 and 2021-18.

Sincerely,

Acting

Francine Fast Horse
Superintendent

cc: Self-Determination

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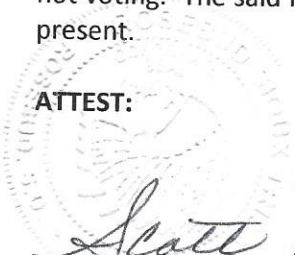
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ATTEST:



Scott Herman

Wayne Boyd, Secretary
Rosebud Sioux Tribe

Rodney M. Bordeaux

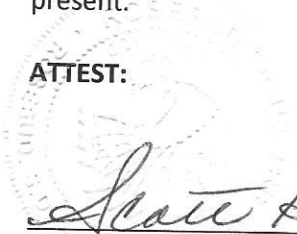
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Wayne Boyd

Wayne Boyd, Secretary
Rosebud Sioux Tribe

Rodney M. Bordeaux

Rodney M. Bordeaux, President
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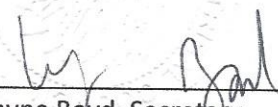
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Rodney M. Bordeaux, President
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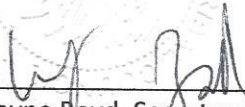
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Rodney M. Bordeaux, President
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United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

Rosebud Agency

Post Office 228

Mission, South Dakota 57555

IN REPLY REFER TO:
Administration

AUG 11 2020

Honorable Rodney Bordeaux
President, Rosebud Sioux Tribe
Post Office Box 430
Rosebud, South Dakota 57570

Attention: Louis Wayne Boyd, Rosebud Sioux Tribe Secretary

Dear President Bordeaux

The following resolutions, received in this office on August 7, 2020, have been reviewed and re-routed to the appropriate branch.

Resolution No. 2020-158
Resolution No. 2020-161
Resolution No. 2020-162
Resolution No. 2020-164
Resolution No. 2020-165
Resolution No. 2020-166
Resolution No. 2020-168
Resolution No. 2020-169
Resolution No. 2020-170

Please do not hesitate to contact Lee A. Beardt, Superintendent at (605) 856-2334, for any questions.

Sincerely,

Lee A. Beardt
Superintendent

Enclosure

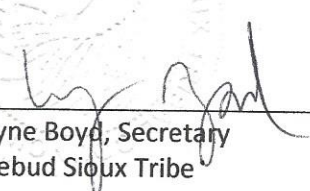
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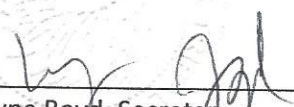
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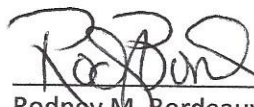
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**RST TECRO OFFICE
MINUTES & ATTENDANCE SHEET
BID OPENING FOR**

PROJECT # SF Sewer Rehab. AB-16.869
DATE & TIME: 02/05/2022 @ 11:39am

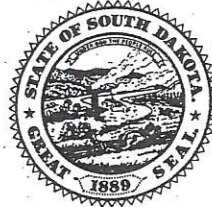
NAME:

1. Shawna Brice
2. Young Colombe
3. Erik Anderson
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

COMPANY YOU ARE REPRESENTING:

TECRO
RST PWS
IHS, DEH+E

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

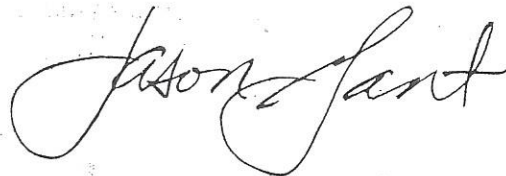
Certificate of Organization Limited Liability Company

ORGANIZATIONAL ID #: DL026740

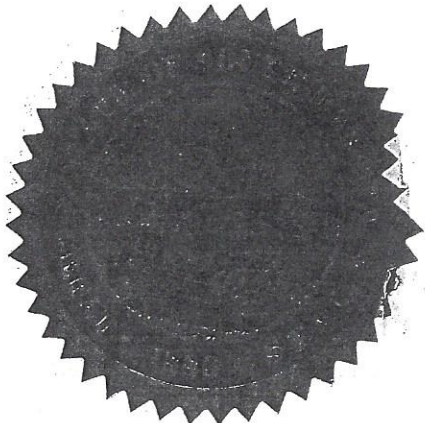
I, Jason M. Gant, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **NORTHERN PLAINS, LLC** duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this January 3, 2012.



Jason M. Gant
Secretary of State



Filed this 2nd day of Jan, 2012
Jason Sant
SECRETARY OF STATE

ARTICLES OF ORGANIZATION
OF
NORTHERN PLAINS, LLC

RECEIVED
JAN 03 2012
S.D. SEC. OF STATE

The undersigned hereby form a Limited Liability Company under the South Dakota Uniform Limited Liability Company Act, SDCL 47-34A, and adopt as the Articles of Organization for such company the following:

ARTICLE ONE
NAME OF COMPANY

The name of the Limited Liability Company is NORTHERN PLAINS, LLC.

ARTICLE TWO
PURPOSE

The purpose for which the Limited Liability Company is organized is to conduct any lawful business, to promote any lawful purpose and to engage in any lawful act or activity for which limited liability companies may be organized under the South Dakota Limited Liability Company Act, including but not limited to residential and commercial construction.

ARTICLE THREE
INITIAL DESIGNATED OFFICE

The address of the initial designated office of the Limited Liability Company is 1102 W. Iowa Street, Winner, South Dakota 57580.

ARTICLE FOUR
REGISTERED AGENT

The registered agent of the Limited Liability Company is Robin M. Eich, of Eich Law Office, Prof. LLC, 304 W. Hwy. 38, Suite 130, P.O. Box 117, Hartford, South Dakota 57033.

**ARTICLE FIVE
ORGANIZER**

The name and address of the organizer are:

Douglas E. Osborn

1102 W. Iowa Street, Winner, SD 57580

**ARTICLE SIX
DURATION**

The period of its duration shall be perpetual from the date of filing of these Articles of Organization with the Secretary of State of the State of South Dakota.

**ARTICLE SEVEN
MANAGEMENT**

The company is to be manager-managed. The names and addresses of such initial managers are as follows:

Douglas E. Osborn

1102 W. Iowa Street, Winner, SD 57580

**ARTICLE EIGHT
SPECIFIED LIABILITY**

No specified member of the company is to be liable for its debts and obligations under SDCL §47-34A-303(c).

**ARTICLE NINE
AMENDMENT**

These Articles of Organization may be amended, modified, supplemented, or restated in any manner permitted by applicable law and approved by a unanimous vote of the membership interest.

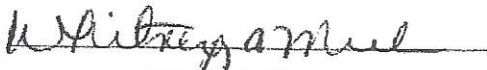
ROSEBUD SIOUX TRIBE
TRIBAL BUSINESS LICENSE


This license is not transferable

Having made proper application therefore and upon compliance with the laws and regulations of the Rosebud Sioux tribe this license is hereby issued to the below named. This license remains the property of the Rosebud Sioux Tribe and while the possessor of the person to whom issued. Entitles him/her to transact whatever business or activity is specified on this license until this license Expires or is canceled.

Northern Plains, LLC

Signed This 4th day of June 2012.


Revenue Director
Rosebud Sioux Tribe


President
Rosebud Sioux Tribe

State of South Dakota
RESTRICTED PLUMBING CONTRACTOR

WIN-G0602-04-167RPC

OSBORN, DOUG
390 HILLSIDE DR
WINNER, SD 57580

Expires December 31, 2020

This Certifies that the holder of this card
has met the Requirements of the State
Plumbing Commission

308 S Pierre St., Pierre SD 57501
605-773-3429 / <http://plumbing.sd.gov>

Please carry this card with you when
performing work in the State of South Dakota

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 and to negotiate contract terms with the Successful Bidder.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 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.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 In evaluation of the bids, the Owner may, within funding limitations, give preference in the amount of 5% above the lowest total bid, to qualified Indian owned firms. Firms whose levels of ownership and control by enrolled Indians (or Alaska Natives) equal at least 51% of the total ownership on a continuing basis for the duration of the contract will qualify for Indian preference. Firms who satisfactorily document at the time of bid or quotation such ownership and control shall have 5% of their total bid price deducted from the bid price for comparison with other bids.
- 19.06
- 19.07 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.
- 19.08 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.
- 19.09 If, at the time this Contract is to be awarded, the total of the lowest acceptable Bid proposal exceeds the funds then estimated by Owner as available, Owner may reject all Bid proposals or take such other action as best serves Owner's interests.

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 executed 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.
- 21.02 This Contract is expected to be funded in part with funds provided by the United States Department of Agriculture, Rural Utilities Service (RUS). Refer to Supplementary General Conditions or Federal Requirements.
- 21.03 Concurrence by RUS in the award of the Contract is required before the Contract is effective.

(Note: Articles 22-Sales and Use Taxes and 23-Contracts to Be Assigned have been removed from the original EJCDC C-200)

ARTICLE 22 – COMPLIANCE WITH LABOR STANDARDS AND WAGE RATE REQUIREMENTS

- 22.01 *This Contract is financed in part or entirely with Federal funds. In setting minimum wage rates, Contractor, and any Subcontractors, shall comply with applicable provisions of the Davis-Bacon Act and its implementing regulations or the local TERO wage rates whichever is higher. The rates of wages listed are minimum values only, below which Contractor cannot pay. They do not constitute a representation that labor can be procured for the minimum listed.*
- 22.02 *Should the prevailing rate of wages change during the life of the Contract, Contractor and/or each employer shall adjust the wages paid to conform to said change in the prevailing rate of wages as prescribed by the Federal Department of Labor. Contractor and all Subcontractors are directed to the Federal Department of Labor for information on the standard prevailing rate of wages applicable to this Contract within this Project area.*
- 22.03 *Contractor shall also require that the Davis-Bacon minimum wage requirements as set forth above be included in any Subcontractors Contractor enters into to carry out the Contract.*
- 22.04 *If the wages required by TERO are higher than the wages established pursuant to the Davis-Bacon Act, the Contractor shall pay wages according to TERO requirements.*
- 22.05 *If the contract price is in excess of \$100,000, provisions of the Contract Work Hours and Safety Standards Act at 29 CFR 5.5(b) apply.*

(Note: Articles 22 through 23 have been removed from the original EJCDC C-200)

QUALIFICATIONS STATEMENT

1. THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm: NORTHERN PLAINS LLC
Address: 1102 W. IOWA ST.
WINNEK SD 57580

2. SUBMITTED TO:

ROSEBUD SIOUX TRIBE

3. SUBMITTED FOR:

ST FRANCIS SEWER REHAB

Owner: ROSEBUD SIOUX TRIBE

Project Name: ST FRANCIS SEWER REHAB

TYPE OF WORK:

SEWER REPAIRS

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: DOUG OSBORN

Title: PRESIDENT

Phone: 605-842-2471

Email: NPLAINS.LLC@GMAIL.COM

5. AFFILIATED COMPANIES:

Name: NA

Address:

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

LIMITED LIABILITY COMPANY

State of Organization: South DAKOTA

Date of Organization: 1986

Members: 1 Doug Osborn

JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. **LICENSING**

Jurisdiction:

SOUTH DAKOTA

Type of License:

Plumbing + utilities

License Number:

WIN-@0602-04-167RPC

Jurisdiction:

Rosebud

Type of License:

TRIBAL

License Number:

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Holmes Murphy

Address: 5120 S. Solberg Ave
Sioux Falls SD 57108

Bonding Agent: Greg Krier

Address: SAME

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: 50 mill

Available Bonding Capacity as of date of this submittal: 20 mill

10. FINANCIAL INFORMATION

Financial Institution: Bank West

Address: Rapid City

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience: *will furnish if requested*

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately). *will furnish if requested*

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: *Doug Osborn*

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total

amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE. NONE

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR _____	EMR _____
YEAR _____	EMR _____
YEAR _____	EMR _____
YEAR _____	EMR _____
YEAR _____	EMR _____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____

if needed will furnish

Total number of man-hours worked for the last 5 Years:

YEAR _____	TOTAL NUMBER OF MAN-HOURS _____
YEAR _____	TOTAL NUMBER OF MAN-HOURS _____
YEAR _____	TOTAL NUMBER OF MAN-HOURS _____
YEAR _____	TOTAL NUMBER OF MAN-HOURS _____
YEAR _____	TOTAL NUMBER OF MAN-HOURS _____

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR _____	DART _____
YEAR _____	DART _____
YEAR _____	DART _____
YEAR _____	DART _____
YEAR _____	DART _____

13. **EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

will furnish if Requested

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: NORTHERN PLAINFIELD
BY: Doug Osborn
TITLE: President
DATED: 6-4-2020

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 4th DAY OF June, 2020

M. L. Lacey
NOTARY PUBLIC - STATE OF S. D.

MY COMMISSION EXPIRES: 01-19-2023

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

BID FORM

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted, by mail to:

Rosebud Sioux Tribe
Attn: Stephan Denoyer III, Treasurer
2533 Legion Avenue
Rosebud, SD 57570
Bid# 20-079

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- B. 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.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work ~~and including all American Iron and Steel requirements.~~
- D. Bidder has carefully studied 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. 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 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, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this 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. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. 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.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and 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 4 – BIDDER'S CERTIFICATION

4.01 *Bidder certifies that:*

- A. 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 rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following prices contained in the attached Bid Schedule.

Unit Prices have been computed in accordance with Paragraph Article 13.03 of the General Conditions.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. *Required 10 % Bid Security.*
 - B. *Contractor's License No.: WIN-60602-04-167RPC*
 - C. *A copy of a valid CONTRACTOR's license for the state in which the work resides, at the time of bidding or Certification of Renewal.*
 - D. *If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Referto specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;*
 - E. *If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);*
 - F. *If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.*
 - G. *A copy of the contractor's TERO registration if submitting bid as Indian owned firm.*
 - H. ~~*Manufacturers' Certification letter of compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for all equals or substitutes approved by Addenda for American Iron and Steel products as provided in these Contract Documents.*~~

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

BIDDER: *[Indicate correct name of bidding entity]*

NORTHERN Plains LLC

By:

[Signature]

Doug Osborn

[Printed name]

Doug Osborn

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Michelle Lovejoy

[Printed name]

Michelle Lovejoy

Title:

Secretary

Submittal Date:

6-5-2020

Address for giving notices:

NORTHERN Plains LLC

1102 W. Iowa ST.

Winnex SD 57580

Telephone Number:

605-842-2471

Fax Number:

842-3387

Contact Name and e-mail address:

N plains.LLC @ g mail .com

Bidder's License No.:

WIN-60602-04-167 RPC

(where applicable)

BID SCHEDULE
RB2017-CS-3, AB-16-S69
Rosebud Sioux Indian Reservation, SD

Schedule A - St. Francis Sewer Rehabilitation

Item	Description	Estimated Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 225,000 ⁰⁰	\$ 225,000 ⁰⁰
2	8-inch SDR35 PVC Gravity Sewer Main	420	LF	\$ 85 ⁰⁰	\$ 35,700 ⁰⁰
3	10-inch SDR35 PVC Gravity Sewer Main	104	LF	\$ 95 ⁰⁰	\$ 9,880 ⁰⁰
4	4-inch SCH 40 PVC Sewer Service Line	11160	LF	\$ 59 ⁰⁰	\$ 658,440 ⁰⁰
5	6-inch SCH 40 PVC Sewer Service Line	25	LF	\$ 65 ⁰⁰	\$ 1,625 ⁰⁰
6	8" Cured-in-Place-Pipe (CIPP)	10579	LF	\$ 45 ⁰⁰	\$ 476,055 ⁰⁰
7	10" Cured-in-Place-Pipe (CIPP)	2857	LF	\$ 50 ⁰⁰	\$ 142,850 ⁰⁰
8	Sewer Service Line Reinstatement	156	EA	\$ 495 ⁰⁰	\$ 77,220 ⁰⁰
9	8" x 4" Service Wye	16	EA	\$ 800 ⁰⁰	\$ 12,800 ⁰⁰
10	10" x 4" Service Wye	4	EA	\$ 900 ⁰⁰	\$ 3,600 ⁰⁰
11	8" x 4" Service Saddle	5	EA	\$ 1,600 ⁰⁰	\$ 8,000 ⁰⁰
12	10" x 4" Service Saddle	5	EA	\$ 1,650 ⁰⁰	\$ 8,250 ⁰⁰
13	Remove and Replace MH-A-1	1	LS	\$ 6,800 ⁰⁰	\$ 6,800 ⁰⁰
14	Remove and Replace MH-9	1	LS	\$ 5,450 ⁰⁰	\$ 5,450 ⁰⁰
15	Remove and Replace MH-9Z	1	LS	\$ 4,100 ⁰⁰	\$ 4,100 ⁰⁰
16	Connection to Existing Manhole	5	EA	\$ 3,500 ⁰⁰	\$ 17,500 ⁰⁰
17	4-inch Double Cleanout	155	EA	\$ 400 ⁰⁰	\$ 62,000 ⁰⁰
18	6-inch Double Cleanout	2	EA	\$ 500 ⁰⁰	\$ 1,000 ⁰⁰
19	Regraveling	375	LF	\$ 18 ⁰⁰	\$ 6,750 ⁰⁰
20	Asphalt Road Restoration - Pipe	1410	LF	\$ 105 ⁰⁰	\$ 148,050 ⁰⁰
21	Asphalt Road Restoration - MH	14	SY	\$ 90 ⁰⁰	\$ 1,260 ⁰⁰
22	Concrete Sidewalk Restoration	1088	SF	\$ 14 ⁰⁰	\$ 15,232 ⁰⁰

23	Concrete Road Restoration	43	LF	\$ <u>100⁰⁰</u>	\$ <u>4,300⁰⁰</u>
24	Curb & Gutter Replacement	280	LF	\$ <u>49⁰⁰</u>	\$ <u>13,720⁰⁰</u>
25	Erosion Control Blanket	58	LF	\$ <u>60⁰⁰</u>	\$ <u>3,400⁰⁰</u>
				Total	\$ <u>1,948,998</u>

BID BOND

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

BIDDER (Name and Address):

Northern Plains, LLC
1102 W. Iowa Street
Winner, SD 57580

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

Great American Insurance Company
301 E Fourth Street
Cincinnati, OH 45202

OWNER (Name and Address):

Rosebud Sioux Tribe
11 Legion Avenue, P.O. Box 430
Rosebud, SD 57570-0430

BID

Bid Due Date: **June 5, 2020**

Description (Project Name and Include Location): **Project AB-16-S69, RB2017-CS-3: Construction of St. Francis Sewer Rehabilitation for Existing Sites on the Rosebud Indian Reservation, Todd County, SD**

BOND

Bond Number: **Bid Bond**

Date (Not later than Bid due date): **June 1, 2020**

Penal sum	<u>Ten Percent (10%) of the Total Amount Bid</u>	\$	<u>---10%---</u>
	(Words)		(Figures)

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

BIDDER

Northern Plains, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Doug Osborn
Signature

Doug Osborn
Print Name

President
Title

Attest:

M. Lovejoy
Signature

Secretary
Title

SURETY

Great American Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Grace Rasmussen
Signature (Attach Power of Attorney)

Grace Rasmussen
Print Name

Attorney-in-Fact
Title

Attest:

Jaimie Kangas
Signature **Jaimie Kangas**

Witness to Surety
Title

1. 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 Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. 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) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 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
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. 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 this Bond and the Project and including a statement of the amount due.
5. 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.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. 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 notices 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.
9. 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.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable 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.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **ONE**

Bond No. **Bid Bond**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Grace Rasmussen	Sioux Falls, South Dakota	\$100,000,000.00

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **1st** day of **June**, **2020**
Attest
GREAT AMERICAN INSURANCE COMPANY



Atty L. C. B.
Assistant Secretary

Mark V. Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **1st** day of **June**, **2020**

, before me personally appeared MARK VICARIO, to me known, Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **1st** day of **June**, **2020**



Atty L. C. B.
Assistant Secretary