

September 15, 2015

NOTICE TO CONTRACTORS

Sealed bids will be received by the **South Dakota Department of Transportation, P.O. Box 1970, Rapid City, SD, 57709-1970** or may be hand delivered to the Rapid City Regional Office located at 2300 Eglin Street in Rapid City until 1:00 pm, MT, Thursday, October 1, 2015 for the following project:

<u>Proj. No.</u>	<u>County</u>	<u>Type of Work</u>	<u>Area Office</u>
P 0231(00)79	Pennington	Concrete Pavement Repair	Rapid City

Work Type for this project is: Type 4- Portland Cement Concrete Repair or Type 5-Asphalt Concrete Pavement and Microsurfacing

DBE Goal is: None

AVAILABILITY OF PLANS AND PROPOSALS:

Specifications and proposal forms are available at the Rapid City Regional Office and at the following website:
<http://sddot.com/business/contractors/bid/region/default.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 Rapid City Region office for the DOT-123 form that can be used for bidding purposes to the following:

John.Rehorst@state.sd.us and Michele.Gabert@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.
2. DBE Utilization Form (DOT-289R/N)
3. Contractor's Affidavit/Declaration.
4. Fuel Adjustment Affidavit
5. Bid Bond

Proposals 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.

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:

No proposal will be considered unless a guaranty in amount of five percent of the total amount of the bid is secured by the Contractor and received by the Department with the bid or prior to opening of the bids. Satisfactory proposal guaranties include certified checks, cashier's checks, bank drafts issued upon a National or State Bank, or a bid bond issued in accordance with the laws of South Dakota. If electronic bid bonds are used, the Contractor is required to submit the bid bond identification number with the Contractor's bid. Unless otherwise specified in the proposal book, the proposal guaranty shall be made payable at sight to the Department of Transportation, State of South Dakota.

The successful bidder must provide a **performance bond** in the total amount of the contract prior to beginning work on the project as per section 3.5 of the Standard Specifications.

NOTE: A cashiers check, money order or other monetary instrument in the total amount of the contract, made out to and under the full control of the Department is acceptable in lieu of a performance bond. Such bond shall remain in effect for not less than one year after date of acceptance of the completed contract by the Department.

Unless the successful bidder already has a **Certificate of Insurance** on file in the Bid Letting Engineer's Office in Pierre, one must be furnished to the Region Office in Rapid City before work may begin.

PREQUALIFICATION

In accordance with current bidding procedures, Administrative Rule 70:07:02, a bidder must be prequalified prior to bidding on state highway construction projects, unless the bid is less than \$200,000. Contractors may apply for prequalification by fully completing and executing a Prequalification Statement application on forms furnished by the Department. Such application must be sent to the Classification and Rating Committee at the Beck-Hansen Building, 700 East Broadway, Pierre, SD 57501 at least fourteen (14) days prior to the day of the letting. This form is available at the link provided below and is titled Contractor's Prequalification Form DOT-144. <http://sddot.com/business/contractors/forms/Default.aspx>

MISCELLANEOUS:

Bidders on projects let through the informal process (being let using a DOT 123 contract form) are excluded from having to submit a request for Plans and Bid Proposal form as required in Standard Specification Section 2.3, showing the bidders status at the time as to their ability to handle the work for which they are submitting a bid. All other portions of Section 2.3 are to remain in effect.

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.

DEPARTMENT OF TRANSPORTATION
Todd A. Seaman
Region Engineer

John Rehorst
Region Design Engineer

cc: S. Parmely	J. Humphrey	J. Hansen	File
M. Carlson	P. Knofczynski	S. Weisgram	
M. Stone	R. Zacher	T. Williams	
M. Reiss	K. VanDeWiele	T. Lehmkuhl	

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION CONTRACT PROPOSAL

DOT-123

(5/05)

CODE	PRE	PROJECT ROUTE	AGR	MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	P	0231	00		79	05a5			

CITY AND /OR COUNTY Pennington

BUDGET SOURCE FY15 Construction

FINALS ENGINEER REVIEW REQUIRED

☒ YES

☐ NO

REGION MATERIALS CERTIFICATION REQUIRED

☒ YES

☐ NO

CERTIFIED INSPECTORS/TESTERS REQUIRED

☒ YES

☐ NO

TO BE INSTALLED ON THE CM&P

☒ YES

☐ NO

TYPE, PURPOSE AND LOCATION OF WORK Concrete Pavement Repair on Hwy 231 near Cement Plant

PREQUALIFICATION WORK TYPE: _____

PROJECT DBE GOAL: _____

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009E0010	Mobilization	Lump Sum	LS		
110E1100	Remove Concrete Pavement	15.1	SqYd		
260E2010	Gravel Cushion	7.0	Ton		
320E1200	Asphalt Concrete Composite	725.7	Ton		
320E2000	Maintenance Patching	6.8	Ton		
380E6302	Reseal PCC Pavement Joint – Hot Pour	180	Ft		
390E2020	Repair Type A Spall	1863.9	SqFt		
633E0010	Cold Applied Plastic Pavement Marking 4"	3300	Ft		
633E0020	Cold Applied Plastic Pavement Marking 8"	560	Ft		
633E0030	Cold Applied Plastic Pavement Marking 24"	560	Ft		
633E0040	Cold Applied Plastic Pavement Marking Arrow	7	Each		
633E0045	Cold Applied Plastic Pavement Marking Comb. Arrow	2	Each		
633E1400	Pavement Marking Paint, 4" White	300	Ft		
633E1405	Pavement Marking Paint, 4" Yellow	1200	Ft		
633E5000	Grooving for Cold Applied Plastic Pvmt Marking 4"	3300	Ft		
633E5005	Grooving for Cold Applied Plastic Pvmt Marking 8"	560	Ft		
633E5015	Grooving for Cold Applied Plastic Pvmt Marking 24"	560	Ft		
633E5025	Grooving for Cold Applied Plastic Pvmt Marking Arrow	7	Each		
633E5030	Grooving for Cold Applied Plastic Pvmt Marking Comb. Arrow	2	Each		
634E0010	Flagging	300	Hour	\$23.55	\$7065.00
634E0100	Traffic Control	1202	Unit		
634E0110	Traffic Control Signs	432	SqFt		
634E0120	Traffic Control Miscellaneous	Lump Sum	LS		
634E0285	Type 3 Barricade, 8' Double Sided	4	Each		
634E0420	Type C Advance Warning Arrow Panel	4	Each		
634E0640	Temporary Pavement Marking	1200	Ft		
634E1215	Contractor Furn. Portable Changeable Message Sign	2	Each		
635E5635	Sawed-In Preformed Detector Loop	6	Each		
TOTAL					

CONTRACTORS PROPOSAL STATEMENT

The undersigned does hereby agree to furnish the labor and/or material in the quantities, at the unit price, for the purpose and in the place all in accordance with attached provisions upon approval of this Proposal by the State Transportation Commission. This document becomes the contract when signed by the Contractor and a Department of Transportation Representative. The Contractor agrees to provide services in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees to provide a certificate of insurance prior to commencing work, for liability coverage for the duration of the work as per the current edition of the SDDOT Standard Specifications for Roads and Bridges.

PROPOSED START DATE October 19, 2015 FIELD WORK COMPLETION REQUIREMENT July 15, 2016

SUBSTANTIAL COMPLETION REQUIREMENT _____ As per Special Provision for Contract Time

SUBSCRIBED AND SWORN TO BEFORE ME THE SIGNATURE _____

DAY OF _____, 20 _____ COMPANY _____

ADDRESS _____

NOTARY – My Commission Expires _____ FED. TAX ID NUMBER _____

RECOMMENDED FOR APPROVAL: _____

CONSTRUCTION/MAINTENANCE ENGR. DATE _____

REGION ENGINEER DATE _____ DIRECTOR OF OPERATIONS DATE _____

APPROVED FOR THE TRANSPORTATION COMMISSION _____

NAME _____ TITLE _____ DATE _____

APPROVED as per Federal Highway Stewardship Provisions this _____ day of _____, 20____

PROJECT DEVELOPMENT ENGINEER _____

This document is for information only. Do not use for bidding purposes.

NOTICE TO ALL BIDDERS

TO REPORT BID RIGGING ACTIVITIES, CALL: 1-800-424-9071

THE U.S. DEPARTMENT OF TRANSPORTATION (DOT) OPERATES THE ABOVE TOLL-FREE "HOTLINE" MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M., EASTERN TIME. ANYONE WITH KNOWLEDGE OF POSSIBLE BID RIGGING, BIDDER COLLUSION, OR OTHER FRAUDULENT ACTIVITIES SHOULD USE THE "HOTLINE" TO REPORT SUCH ACTIVITIES.

THE "HOTLINE" IS PART OF THE DOT'S CONTINUING EFFORT TO IDENTIFY AND INVESTIGATE HIGHWAY CONSTRUCTION CONTRACT FRAUD AND ABUSE AND IS OPERATED UNDER THE DIRECTION OF THE DOT INSPECTOR GENERAL.

ALL INFORMATION WILL BE TREATED CONFIDENTIALLY AND CALLER ANONYMITY WILL BE RESPECTED.

* * * *

**BIDDER MUST EXECUTE THE FOLLOWING:
PARTICIPATION BY MINORITY CONTRACTORS**

Utilization of Minority Business Enterprises Clauses

PROJECT(S): P 0231(00)79

PCN 05a5

COUNTY(IES): Pennington

1. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of his contract. As used in this contract, 'Minority Business Enterprise' or 'MBE' means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations, which is owned and controlled by one or more minorities or women. 'Owned and controlled' means a business: (a) Which is at least 51 per centum owned by one or more minorities or women or, in the case of publicly owned business, at least 51 per centum of the stock of which is owned by one or more minorities or women; and (b) Whose management and daily business operations are controlled by one or more such individuals. 'Minority' means a person who is a citizen or lawful permanent resident of the United States and who is: (a) Black (a person having origins in any of the black racial groups of Africa); (b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race); (c) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or (d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); (e) Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act, as amended. Contractors may rely on written representatives by subcontractors regarding their status as minority business enterprise in lieu of an independent investigation.
2. The Contractor agrees to establish and conduct a program which will enable minority business enterprise to be considered fairly as subcontractors and suppliers under this contract. In this connection the Contractor shall . . .
 - (a) Designate a liaison officer who will administer the Contractor's minority business enterprises program.
 - (b) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.
 - (c) Ensure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications and delivery schedules so as to facilitate the participation of minority business enterprises.
 - (d) Maintain records showing (1) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (2) awards to minority business enterprises on the source list, and (3) specific efforts to identify and award contracts to minority business enterprises.
 - (e) Include the "Utilization of Minority Business Enterprises Clause" in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
 - (f) Cooperate with the State's Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the State's Contracting Officer may from time to time conduct.
 - (g) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (d) above, in such form and manner and at such time (not more often than quarterly) as the State's Contracting Officer may prescribe.
3. The Contractor further agrees to insert in any subcontract hereunder provisions which shall conform substantially to the language of this clause, including this paragraph 3 and to notify the State's Contracting Officer of the names of such subcontractors.
4. The bidder hereby certifies that should he at any time decide to subcontract a portion of the work, he will take affirmative action to seek out and consider minority business enterprises as potential subcontractors. He further certifies that he will maintain records showing the contacts made with potential minority business enterprises subcontractors and the results of such contacts.

Name of Company (print or type)

Date

By _____
Signature of Company Official

Title

BIDDER MUST EXECUTE THE FOLLOWING:

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR'S AFFIDAVIT / DECLARATION

PROJECT(S): P 0231(00)79

PCN 05a5

COUNTY(IES): Pennington

(an individual)
(a partnership)
(a corporation)

do hereby certify that I, We or any owner or partner holding a controlling interest, director or officer of the bidder; principal investigator, project director or other position involved in management of the project for which this bid is submitted, have not directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for the project, and that within the last 3 years none of the above have been suspended, debarred, voluntarily excluded or determined ineligible by any federal or state agency, been indicted, convicted, or had a civil judgment rendered against any of the above or the business entity described herein by a court of competent jurisdiction in any matter involving fraud or official misconduct for which we are currently under suspension or debarment. Nor is a proposed suspension or debarment pending against any of the above for any of the above listed reasons.

* * * *

COMPLETE SIGNATURE BLOCK A. or B. BELOW:

A. _____
(an individual)
Signed _____ (a partnership)
By _____ (a corporation)
Title _____

County of _____)
State of _____):SS

Subscribed and sworn to before me this _____ day of _____, 20_____.

(SEAL) _____
Notary Public My Commission Expires _____.

* * * *

B. Under the penalty of perjury under the laws of the United States, I hereby certify that the above statement is true and correct.

(an individual)
Signed _____ (a partnership)
By _____ (a corporation)
Title _____

REV. 8/10/15

PROJECT(S): P 0231(00)79

PCN 05a5

COUNTY(IES): Pennington

TYPE OF WORK: CONCRETE PAVEMENT REPAIR

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Contract Time, dated 9/11/15

Special Provision for Subletting of Contract, dated 6/16/15

Special Provision for Contractor Administered Preconstruction Meeting, dated 4/18/13.

Fuel Adjustment Affidavit, DOT form 208 dated 7/15.

Standard Title VI Assurance, dated 7/14/08.

Special Provision For Implementation of Clean Air Act & Federal Water Pollution Control Act,
dated 9/1/97.

Special Provision Regarding Minimum Wage on State Funded Projects, dated 4/30/13.

Wage and Hour Division US Department of Labor Washington DC.

- US Dept. of Labor Decision Number SD100010, dated 8/30/13.

Special Provision for Price Schedule for Miscellaneous Items, dated 8/3/15.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACT TIME**

**PROJECT P 0231(00)79; PCN 05A5
PENNINGTON COUNTY**

September 11, 2015

The Contractor will complete all work on the project by the July 1, 2016 field work completion date.

No Working Day Count Prior to December 1, 2015

If the Contractor elects to start work prior to December 1, 2015, working days will not be charged. The Department would like to have some or all the work complete prior to this date. If there is no work, then the lanes shall be opened to unimpeded traffic.

Working Day Count Completion Requirement after March 31, 2016

If the Contractor elects to start work after March 31, 2016, the Contractor will have 30 working days for the construction of the project. The Department will begin to charge working days when the Contractor begins work. The Department will continue to charge working days until the Contractor completes the project. The Department will charge working days in accordance with Section 8.6 A.

If the Contractor does not complete the work within the working day completion requirement, the Department will assess liquidated damages in the amount of \$1500 per working day.

Time Extensions

In order to avoid or reduce liquidated damage assessments, the Contractor may request a time extension for the overall completion date (excluding the Sturgis Motorcycle Rally restriction). The Department will consider these time extension requests using the same considerations that apply when granting an extension of Contract Time under Section 8.6, except extra work or an increase in quantities will not qualify for an automatic extension of time based on a proportional increase in the contract amount.

Failure to Complete on Time

The Contractor will complete all work on the project, including final cleaning up, prior to the overall completion date or the overall completion date as amended by formally approved time extensions. If the Contractor does not complete all work, including final cleaning up, by the overall completion date or the overall completion date as amended by formally approved time extensions, the Department will assess liquidated damages in accordance with Section 8.7. The Department will assess liquidated damages for each working day the work (project) is late until the Contractor completes all contract work, including final cleaning up.

In the event the Contractor does not complete the work (project) on time, the Department will charge working days in accordance with Section 8.6 B except that 8.6 B.7 will not apply.

Expected Adverse Weather Days

The Department has provided Attachment 1 for information purposes only as a guide to bidders. This table depicts the typical number of adverse weather days expected for any given month, based on historical records. The Department will consider this project a surfacing project in Zone 3.

The Department will consider expected adverse weather days cumulative in nature over the total time available for contract completion. When considering a time extension for the overall completion date, the Engineer will compare the total number of expected adverse weather days against the total number of actual adverse weather days for the entire period during which the work was to be completed.

* * * * *

ATTACHMENT 1

Figure A - Expected Adverse Weather Days for South Dakota

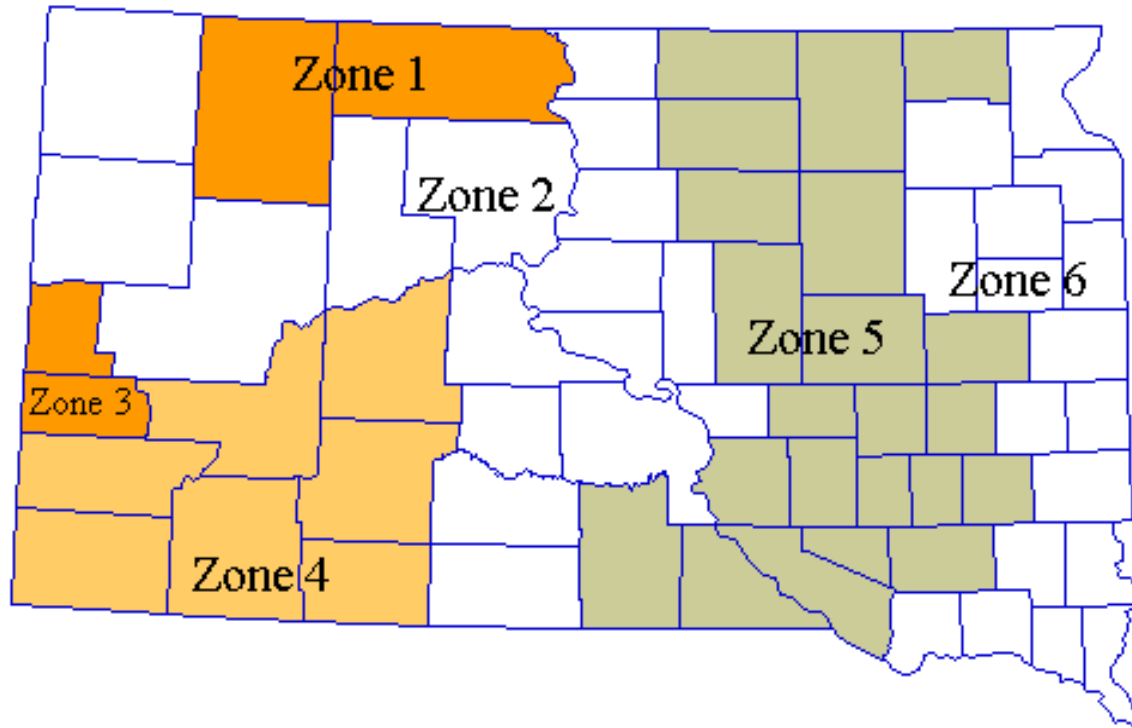


Table 1 - Expected Adverse Weather Days for South Dakota

	Grading Projects						Surfacing and Structural Projects					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
Jan	18	18	16	16	22	24	18	18	15	16	21	23
Feb	19	18	12	14	19	21	19	18	12	14	19	21
Mar	12	10	9	8	11	13	12	10	9	8	10	12
Apr	6	5	8	5	6	6	5	4	6	4	4	4
May	6	6	8	6	6	6	5	5	6	4	4	5
Jun	7	6	7	6	7	8	5	5	5	4	5	6
Jul	5	5	6	5	6	7	4	4	5	3	4	5
Aug	4	4	5	4	5	6	3	3	4	3	4	4
Sep	3	3	4	3	4	5	2	2	3	2	3	4
Oct	4	3	5	3	4	4	3	3	4	2	3	3
Nov	11	9	8	7	10	12	11	9	8	7	10	11
Dec	21	19	15	14	20	22	21	19	15	14	20	22

NOTE: Includes Holidays and Weekends.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
SUBLETTING OF CONTRACT**

**PROJECT P 0231(00)79; PCN 05A5
PENNINGTON COUNTY**

JUNE 16, 2015

Delete Section 8.1 of the specifications and replace with the following:

8.1 SUBLETTING OF CONTRACT - The Contractor shall not sublet, sell, transfer, assign, or dispose of the contract or contracts or any portion of them, without written consent of the Engineer. Each request to sublet shall be submitted on the form provided by the Engineer. The Contractor shall submit a request to sublet for any contracting firms a subcontractor proposes to use as a lower tier subcontractor. The Contractor shall obtain approval of each subcontractor before the start of the work performed by the subcontractor.

The Contractor will be permitted to sublet up to 70 percent of the contract amount, based on the contract unit prices, but shall perform work amounting to not less than 30 percent of the total contract amount with his own organization.

The Department will consider the Contractor's own organization to include only workers employed and paid directly by the Contractor, equipment owned or rented by the Contractor, and materials purchased by the Contractor for its use in performing Contract work. This does not include employees, equipment, or materials purchased by or incorporated into work of any subcontractor, assignee, or agent of the Contractor.

The Department will not consider as subcontracting the following; 1) any material produced outside the project limits including but not limited to the production of sand, gravel, crushed stone, batched concrete aggregates, ready mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any materials delivered by established and recognized commercial plants; or 2) delivery of these materials to the work site from an off-site location in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies. Project limits is defined as being within a 1/2 mile radius of the project proper.

Any items designated in the contract as "specialty items" may be performed by subcontract and the cost of designated specialty items performed by

subcontract will be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor's own organization.

The Contractor shall give assurance to the Engineer that all pertinent provisions of the prime contract including minimum wage for labor shall apply to the work sublet. Subcontract, or transfer of contract, shall not relieve the Contractor of his responsibilities and liability under the contract and bonds.

* * * * *

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

For project let using the SDEBS) and in accordance with Section 9.12, the bidder is not required to notify the Department at the time of submitting bids whether the Contractor will or will not participate in the fuel cost adjustment program. Prior to execution of the contract, the successful bidder must submit this completed form to the Department for approval. The Fuel Adjustment Affidavit shall include the anticipated fuel cost of subcontractors.

Does your company elect to participate in a fuel adjustment for this contract for the fuels that do not have a fixed price? No adjustments in fuel prices will be made if "No" is checked.

☐ Yes

☐ No

If yes, provide the total dollars for each of the applicable fuels. No adjustments in fuel price will be made for the fuel types that are left blank or completed with a \$0.00 value.

Diesel (x) \$ _____

Unleaded (y) \$ _____

Burner Fuel (z) \$ _____ Type of Burner Fuel Used: _____

Sum (x + y + z) = \$ _____

Note: The sum of the x, y, and z may not exceed 15% of the original contract amount.

The following must be completed regardless of whether the Contractor elects to participate in the fuel adjustment affidavit

Under the penalty of law for perjury or falsification, the undersigned, _____,
(Printed Name)

_____ of _____,
(Title) (Contractor)

hereby certifies that the documentation is submitted in good faith, that the information provided is accurate and complete to the best of their knowledge and belief, and that the monetary amount identified accurately reflects the cost for fuel, and that they are duly authorized to certify the above documentation on behalf of the company.

I hereby agree that the Department or its authorized representative shall have the right to examine and copy all Contractor records, documents, work sheets, bid sheets, and other data pertinent to the justification of the fuel costs shown above.

Dated _____ Signature _____

Notarization is required only when the Contractor elects to participate in the fuel adjustment affidavit

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

My Commission Expires

STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
TITLE VI AND NONDISCRIMINATION ASSURANCE
JULY 14, 2008

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended (hereinafter referred to as the "Regulations"), incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, national origin, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, national original, sex, age or disability.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the South Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the South Dakota Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the South Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the South Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event of a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the South Dakota Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter such litigation to protect the interests of the United States.

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION FOR
IMPLEMENTATION OF CLEAN AIR ACT
AND
FEDERAL WATER POLLUTION CONTROL ACT**

SEPTEMBER 1, 1997

By signing this bid, the bidder will be deemed to have stipulated as follows:

- a) That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- b) That the State Transportation Department shall be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

* * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION REGARDING
MINIMUM WAGE ON STATE FUNDED PROJECTS**

APRIL 30, 2013

This proposal contains a copy of the most recent United States Department of Labor (USDOL) Davis-Bacon Act Wage Decision, adopted by the South Dakota Transportation Commission.

If the amount of this contract, as awarded, is \$100,000.00 or more, the following wage provisions will apply:

1. The Contractor and each related subcontractor will pay all laborers and mechanics working at the site of work unconditionally and not less than once a week, and without subsequent deduction or rebate of any account, other than permitted payroll deductions. The Contractor and each related subcontractor must compute the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment at rates not less than those rates contained in the USDOL Davis-Bacon Act Wage Decision.
2. The Contractor and each related subcontractor will pay their respective employees not less than the USDOL minimum wage for each work classification an employee actually performs at the site of the work.
3. The Contractor and each related subcontractor must submit weekly, for each week in which any contract work is performed, a copy of a completed certified weekly payroll report to the South Dakota Department of Transportation (SDDOT) Labor Compliance Officer (LCO), at the following mailing address, within fourteen (14) calendar days of the end of the workweek

Department of Transportation
Labor Compliance Program
700 E. Broadway Avenue.
Pierre, SD 57501-2586

4. Each submitted certified weekly payroll report must set out accurately and completely all information required by the Instructions for SDDOT Statement of Compliance & Certified Payroll Report (located on the SDDOT Labor Compliance website). Each certified weekly payroll report must include the most recent [SDDOT Statement of Compliance Form](#), signed by the Contractor or related subcontractor or his or her agent who pays or supervises the payment of the persons employed

under the contract. The SDDOT will not accept any payroll report which does not include the most recent [SDDOT Statement of Compliance Form](#).

5. The Contractor and each related subcontractor will maintain payrolls and basic records relating thereto during the course of the work and preserve these records for a period of three (3) years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, and guards working at the site of the work. These records must contain the name, address, social security number of each such worker, his or her correct work classification, and hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof). The Contractor and each related subcontractor will make these records available for inspection, copying, or transcription by the LCO and will permit the LCO to interview employees during working hours on the site of the work.
6. The SDDOT will upon its own action, or upon written request of an authorized representative of the USDOL, withhold, or cause to be withheld, from the Contractor or related subcontractor under this contract, or any other contract with the same prime Contractor, as much of the accrued payments, advances, or guarantee of funds as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the Contractor or any related subcontractor, the full amount of wages required by the contract. In the event the Contractor fails to pay any laborer or mechanic, including any apprentice, trainee, or helper employed or working on the site of the work, all or part of the wages required by the contract, the LCO may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds under this contract or any other contract with the same prime Contractor until such violations have ceased.

* * * * *

**Wage and Hour Division
U.S. Department of Labor (DOL)
200 Constitution Avenue, N.W.
Washington, DC 20210**

Davis-Bacon Act Wage Decisions
State: South Dakota
Construction Types: Heavy and Highway
Counties: South Dakota Statewide

Agency: U.S. DOL
Wage Decision Number: **SD130009 SD9**
Counties: Statewide: All
Counties in South
Dakota
Wage Decision Date: **08/30/2013**

LABORERS

GROUP GL1

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

GROUP GL2

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

GROUP GL3

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

GROUP GL5

Carpenter; Form Builder

GROUP GL6

Concrete Finisher; Painter; Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

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

GROUP G02

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

GROUP G03

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

GROUP G04

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

GROUP G05

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

TRUCK DRIVERS

GROUP GT1

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

GROUP GT2

Semi-Tractor and Trailer; Tandem Truck with Pup

ELECTRICIANS

GROUP E01

Electrician

*** SU**SD2013-001

U.S. DOL

SD130009 SD9

Statewide: All
Counties in South
Dakota

08/30/2013

<u>Rates</u>	<u>Fringes</u>
15.08	0.00

16.78	0.00
--------------	-------------

18.42	0.00
--------------	-------------

21.82	0.00
--------------	-------------

20.81	0.00
--------------	-------------

16.15	0.00
--------------	-------------

17.62	0.00
--------------	-------------

19.33	0.00
--------------	-------------

19.73	0.00
--------------	-------------

21.80	0.00
--------------	-------------

15.88	0.00
--------------	-------------

18.29	0.00
--------------	-------------

21.84	0.00
--------------	-------------

*Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Survey wage rates will remain in effect and will not change until a new survey is conducted.

A COPY OF THIS DOCUMENT, COLORED SOLAR YELLOW, MUST BE CONSPICUOUSLY POSTED AT THE PROJECT SITE

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

Davis-Bacon Act Wage Decisions**State: South Dakota****Construction Types: Heavy and Highway****Counties: South Dakota Statewide**

=====

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

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award, pursuant to 29 CFR 5.5(a)(1)(ii); contractors are responsible for requesting SDDOT to secure necessary additional work classifications and rates.

For SDDOT Defined Work Classifications, please visit: <http://www.sddot.com/business/contractors/labor/wcwr/Default.aspx>

In the listing above, the "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. Survey wage rates will remain in effect and will not change until a new survey is conducted.

=====

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 our Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
PRICE SCHEDULE FOR MISCELLANEOUS ITEMS**

AUGUST 3, 2015

The following unit bid prices have been established by the South Dakota Department of Transportation Commission.

These prices will be pre-entered in the bidding package for each project or will establish a standard price to be used whenever no project contract unit price exists for that item.

Each unit price listed is considered full compensation for the cost of labor, material, and equipment to provide the item of work and/or material, complete in place, including (but not limited to) royalty, waste of unsuitable materials, equipment rental, overhead, profit, and incidentals.

Items specified in this document may be paid for on progressive estimates without the benefit of a prior approved Construction Change Order.

Specification Section Number	Specification Section Name	Item Name	Price per Item
5.8	Construction Stakes, Lines and Grades	Three-Man Survey Crew	\$160.00/hour
7.7	Public Convenience and Safety	Water	\$15.00/M.Gal
9.3	Payment for extra haul of Materials	Extra Haul	\$0.15/ton mile
120.5 A.5.	Roadway and Drainage Exc. & Emb.	Unclassified Excavation Digouts	\$8.00/cu.yd.
120.5 H.	Roadway and Drainage Exc. & Emb.	Extra Haul	\$0.05/cu.yd. station
120.5 I.	Roadway and Drainage Exc. & Emb.	Water for Embankment	\$15.00/M.Gal
421.5	Undercutting Pipe & Plate Pipe	Undercutting Culverts	\$12.00/cu.yd.
510.5 D.	Timber, Prestressed, and Steel Piles	Timber Pile Splice	\$550.00/each

		Steel Pile Splices (*All Weights)	Splice made after one of the pieces has been driven.
		8 HP*	\$220.00/each
		10 HP*	\$300.00/each
		12 HP*	\$360.00/each
		14 HP*	\$420.00/each
			Splice made before either of the pieces has been driven.
		8 HP*	\$105.00/each
		10 HP*	\$125.00/each
		12 HP*	\$140.00/each
		14 HP*	\$160.00/each
510.5 E	Timber, Prestressed, and Steel Piles	Pile Shoes (Timber Pile)	\$110.00/each
510.5.H	Timber, Prestressed, and Steel Piles	Pile Tip Reinforcement (Steel Pile)	
		10" HP Tip Reinforced	\$120.00/each
		12" HP Tip Reinforced	\$140.00/each
		14" HP Tip Reinforced	\$170.00/each
601.5	Haul Roads	Granular Material	\$12.00/ton
601.5	Haul Roads	Asphalt Concrete (including asphalt)	\$80.00/ton
601.5	Haul Roads	Cover Aggregate	\$25.00/ton
601.5	Haul Roads	Asphalt for Prime	\$700.00/ton
601.5	Haul Roads	Asphalt (Tack, Flush & Surface Treatment)	\$450.00/ton
601.5	Haul Roads	Water	\$15.00/M.Gal
601.5	Haul Roads	Dust Control Chlorides	\$0.35/lb
634.5	Temporary Traffic Control	Flagging	\$23.55/hour
634.5	Temporary Traffic Control	Pilot Car	\$39.62/hour

* * * * *