

### **Department of Transportation**

#### **Mitchell Region Office**

PO Box 1206

Mitchell, SD 57301-7206 605/995-8129 FAX: 605/995-8135

May 16, 2017

June Hansen Civil Rights Officer Department of Transportation 700 Broadway Avenue East Pierre, South Dakota 57501

000P-251, Charles Mix County – PCN I4T2 Lighting along SD46 and SD50 in Wagner

June,

Enclosed are a Contract Proposal and Plans for the above referenced project that is being let to contract in the Mitchell Region on May 30, 2017.

We have sent a bid invitation letter to the DBE/WBE Contractors listed below:

BX Civil & Construction Inc.

Construction Signing Corp.

If you know of any other interested Contractors, please advise us.

Very truly yours,

DEPARTMENT OF TRANSPORTATION

Craig Smith, Region Engineer

Monte D. Rice, Region Design Engineer

Humphrey – Construction and Maintenance cc: Peppel/Weisz/Marshall - Mitchell Area

#### NOTICE TO CONTRACTORS



### **Department of Transportation**

#### **Mitchell Region Office**

PO Box 1206

Mitchell, SD 57301-7206 605/995-8129

FAX: 605/995-8135

May 16, 2017

TO: Interested Bidders

RE: 000P-251, Charles Mix County – PCN I4T2 Lighting along SD46 and SD50 in Wagner

The South Dakota Department of Transportation (SDDOT) desires to solicit bids for Lighting along SD46 and SD50 in Wagner. Refer to the proposal and plans (in the link below) for location and details of the work to be done.

A Contract Proposal (DOT 123) form, a Utilization of Minority Business Enterprises Clauses form and a Contractor's Affidavit/Declaration form are enclosed for submission of your bid. Be sure to have the forms signed and notarized as indicated on the forms. FAX bids will not be accepted.

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.

Prequalification of bidders is not required on this contract.

The successful bidder will need to submit the DOT-208 Fuel Adjustment Affidavit (Attachment A) prior to the contract being awarded; therefore, all bidders are encouraged to submit the Fuel Adjustment Affidavit prior to or at the time of bidding.

If you submit a bid for this project, a bid bond, certified check, cashier's check, or bank draft will be required for NOT LESS THAN FIVE (5) PERCENT OF THE TOTAL AMOUNT OF THE BID. If an electronic bid bond is used, the Contractor is required to submit the bid bond identification number with the bid. Except for the lowest bidder on the project, all guarantees will be returned immediately following the receipt and checking of all bids.

The successful bidder shall furnish a performance bond in a sum equal to the full amount of the contract, prior to contract award. Therefore, please provide the performance bond as soon as possible after letting. The performance bond will not be returned for one (1) year after the completion of the project.

A Certificate of Insurance will be required from the successful bidder prior to beginning work.

Sealed bids will be received by the SDDOT through the US Postal Service at PO Box 1206 until 8:00 A.M. on Tuesday, May 30, 2017 or may be hand delivered (in person or by a package delivery service) to the Department of Transportation, Mitchell Regional Office located at 1300 S Ohlman St, Mitchell, SD 57301 until 1:30 P.M. on Tuesday, May 30, 2017. Bid must be submitted in an envelope clearly indicating that the contents are a bid and the letting for which the bid applies.

If hand delivering, address the envelope to:
Monte Rice, Region Design Engineer
Department of Transportation
1300 S Ohlman St
Mitchell, SD 57301

If using the US Postal Service, address the envelope to:

Monte Rice, Region Design Engineer
Department of Transportation
PO Box 1206
Mitchell, SD 57301

Proposal and Plans (and Addenda, when applicable) can be accessed at the following link: <a href="http://sddot.com/business/contractors/bid/region/Default.aspx">http://sddot.com/business/contractors/bid/region/Default.aspx</a>. Prior to submitting a bid, it is the bidder's responsibility to examine the project in accordance with Section 2.5 of the specifications. It is also the bidder's responsibility to acknowledge and account for any addenda issued prior to bid opening.

Questions regarding the plans and/or proposal should be directed to: Jay Peppel at 605-995-3340, Steven Weisz at 605-995-3341 or Monte Rice at 605-995-3302.

The SDDOT reserves the right to reject any or all bids.

Please verify that all required information is complete prior to mailing bid documents.

Very truly yours,

DEPARTMENT OF TRANSPORTATION

Craig Smith, Region Engineer

Monte D. Rice, Region Design Engineer

cc: Humphrey – Construction and Maintenance
Hansen – Civil Rights
Peppel/Weisz/Marshall – Mitchell Area
Gustafson – Operations
Long – Materials
John Stone, TERO Director – Yankton Sioux Tribe
Don Hosek – Mayor – City of Wagner

## SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION CONTRACT PROPOSAL

	I	PROJECT	•	MAINT	CONTROL			BEGIN	END
CODE	PRE	ROUTE	AGR	UNIT	REFERENCE	AFE	FUNCTION	MRM	MRM
		000P		251		14T2	2490		

			000P		251		14T2	24	190						
CITY AND/C	OR COUNTY: City of Wagner - Charles Mix County BUDGET SOURCE: Contract Maintenance						aintenance								
	REGION MATERIALS CERTIFICATION REQUIRED:														
TYPE, PURI	POSE AI	ND LC	CATION	OF WO	ORK:	Lighting in	Wagner	on S	D46 ar	nd S	SD50.				
,					-	TIMATE OF									
BID ITEM							Q0/	••••							
NUMBER					ı	TEM						QUANTITY	UNIT	UNIT PRICE	AMOUNT
009E0010	Mobiliza	ation										Lump Sum	LS	Lump Sum	
110E1140	Remove	e Cond	crete Side	walk								16.7	SqYd		
110E1510	Remove	e Lumi	naire Pole	;								9	Each		
110E1540			naire Pole	Footir	ng							1	Each		
634E0010												30	Hour	\$24.19	
634E0110												180.5	SqFt		
634E0120				neous								Lump Sum	LS	Lump Sum	
635E5020												7	Ft		
635E7000												10	Each		
635E7500				ninaire	Pole							20	Each		
651E0060	6" Conc	rete S	idewalk									150	SqFt	TOTAL	
CONTRACTOR'S PROPOSAL STATEMENT  The undersigned does hereby agree to furnish the labor and/or material in the quantities the place and in accordance with attached provisions upon approval of this Proposal by the Contractor and a Department The Contractor agrees to provide services in compliance with the Americans with Disability agrees to provide a certificate of insurance prior to commencing work, for liability coverage the current edition of the SDDOT Standard Specifications for Roads and Bridges.  SUBSTANTIAL COMPLETION DATE  N/A  PROPOSED START DATE  SUBSCRIBED AND SWORN TO BEFORE ME THE  DAY OF  DAY OF  , 20  COMPANY  STR. ADDRESS  CITY, STATE, ZIP  NOTARY - My Commission Expires  (SEAL)  FEDERAL TAX ID I				ntities, at the all by the Sta ment of Tran Disabilities Acoverage for the Transfer	te Tra	nsportation Cation Represented Property 1999. The Co	Commission. entative. ntractor								
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APPROVED	FOR TH	HE TR	ANSPOR	TATIO	N CON	MISSION									
NAME	NAME DATE														
APPROVED	APPROVED as per Federal Highway Stewardship Provisions this day of, 20														
PROJECT D	EVELO	PMEN	IT ENGINI	EER				-							

## BIDDER <u>MUST</u> EXECUTE THE FOLLOWING: PARTICIPATION BY MINORITY CONTRACTORS

#### **Utilization of Minority Business Enterprises Clauses**

PROJECT	: 000P-251	PCN I4T2
COUNTY:	CHARLES MIX	
fullest de Busine Busine Gowner or work one or United Hispan Caribb people and Ala other garage Admini represe	extent consistent with the efficient performar as Enterprise' or 'MBE' means a small busin as Act and implementing regulations, which d and controlled' means a business: (a) Which ener or, in the case of publicly owned busines more minorities or women; and (b) Whose n more such individuals. 'Minority' means a p States and who is: (a) Black (a person havin ic (a person of Spanish or Portuguese cultury ean Islands, regardless of race); (c) Asian A s of the Far East, Southeast Asia, the Indian askan Native (a person having origins in any proups, or other individuals, found to be econ stration under section 8(a) of the Small Busi	arry out this policy in the award of his subcontracts to the face of his contract. As used in this contract, 'Minority less concern, as defined pursuant to section 3 of the Small is owned and controlled by one or more minorities or women. It is at least 51 per centum owned by one or more minorities is, at least 51 per centum of the stock of which is owned by management and daily business operations are controlled by erson who is a citizen or lawful permanent resident of the ingorigins in any of the black racial groups of Africa); (b) are with origins in Mexico, South or Central America or the merican (a person having origins in any of the original is subcontinent, or the Pacific Islands); or (d) American Indian of the original peoples of North America); (e) Members of isomically and socially disadvantaged by the Small Business in mess Act, as amended. Contractors may rely on written tatus as minority business enterprise in lieu of an
		orogram which will enable minority business enterprise to be under this contract. In this connection the Contractor shall
(b) Pro "make- (c) En subcor and de (d) Ma this cla busine (e) Inc minorit (f) Coc busine conduc (g) Su referre	povide adequate and timely consideration of the or-buy" decisions.  Sure that known minority business enterprise atracts, particularly by arranging solicitations. Ilivery schedules so as to facilitate the particular records showing (1) procedures which tuse, including the establishment of a source as enterprises on the source list, and (3) species enterprises. It was also the "Utilization of Minority Business Entry business enterprises subcontracting opport operate with the State's Contracting Officer in seen terprises procedures and practices that it.  bmit periodic reports of subcontracting to knilpers.	have been adopted to comply with the policies set forth in elist of minority business enterprises, (2) awards to minority ecific efforts to identify and award contracts to minority terprises Clause" in subcontracts which offer substantial
substa		ontract hereunder provisions which shall conforming this paragraph 3 and to notify the State's Contracting
affirma certifie	tive action to seek out and consider minority	me decide to subcontract a portion of the work, he will take business enterprises as potential subcontractors. He further contacts made with potential minority business enterprises
Name of C	Company (print or type)	Date
By	ıre of Company Official	Title

#### BIDDER MUST EXECUTE THE FOLLOWING:

## STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

#### **CONTRACTOR'S AFFIDAVIT / DECLARATION**

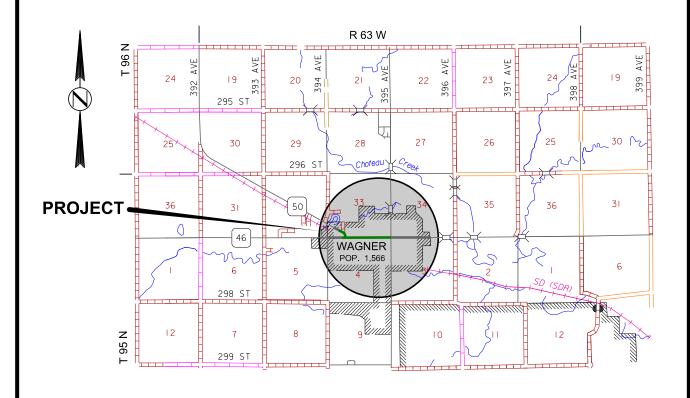
PROJ	JECT: 000P-251	PCN 14T2
COU	NTY: CHARLES MIX	
		(an individual) (a partnership) (a corporation)
principsubmany action any action acti	pal investigator, project director or other position itted, have not directly or indirectly, entered into a ction in restraint of free competitive bidding in corrs none of the above have been suspended, debate agency, been indicted, convicted, or had a civid described herein by a court of competent jurisdicted.	olding a controlling interest, director or officer of the bidder; involved in management of the project for which this bid is any agreement, participated in any collusion, or otherwise taker nection with the contract for the project, and that within the last arred, voluntarily excluded or determined ineligible by any federal judgment rendered against any of the above or the business cition in any matter involving fraud or official misconduct for which is a proposed suspension or debarment pending against any of
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COMI	PLETE SIGNATURE BLOCK <u>A. or B.</u> BELOW:	
A.	Signed	(an individual)(a partnership) (a corporation)
	Ву	
	Title	
	County of)	
	State of)	):SS
		day of, 20
	(SEAL)Notary Public	My Commission Expires
	,	
В.	Under the penalty of perjury under the laws of true and correct.	* * * * the United States, I hereby certify that the above statement is
	Signed	(an individual) (a partnership) (a corporation)
	Ву	` '
	Title	

# SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION MITCHELL REGION

PROPOSAL FOR

## PROJECT 000P-251 SD HIGHWAY 46 & 50 CHARLES MIX COUNTY

ROADWAY LIGHTING
PCN I4T2



#### 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.

\* \* \* \*

PROJECT: 000P-251 PCN I4T2

COUNTY: CHARLES MIX

TYPE OF WORK: LIGHTING

#### THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Indian Employment and Contracting Yankton Sioux Tribe, dated 5/16/2017.

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 3/1/16.

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 SD150001, dated 10/9/15.

Special Provision for Supplemental Specifications to 2015 Standard Specifications for Roads and Bridges, dated 6/1/16.

Special Provision for Errata to 2015 Standard Specifications for Roads and Bridges, dated 6/1/16. Special Provision for Price Schedule for Miscellaneous Items, dated 10/14/15.

Plans for Project – Sheets 1 through 8.

\* \* \* \*

## SPECIAL PROVISION FOR INDIAN EMPLOYMENT AND CONTRACTING YANKTON SIOUX TRIBE

PROJECT 000P-251; PCN I4T2 CHARLES MIX COUNTY MAY 16, 2017

#### **PURPOSE**

The purpose of the Indian Employment and Contracting Special Provision is to establish the specifications for Indian preference and the responsibilities of the contractor and subcontractors for this project.

All of this project is located within the historic exterior boundaries of the Yankton Reservation.

Title 23 United States Code (USC), Section 140(d), recognizes and permits the preferential employment of Indians living on or near a reservation on projects and contracts on Indian reservations roads. The State of South Dakota and the Department of Transportation, consistent with the intent of Section 140(d), affirms that it is their policy to encourage employment of minorities.

#### **DEFINITIONS**

For the purposes of this Special Provision, the following definitions will apply:

- A. **Indian:** An enrolled member of a federally recognized Indian tribe.
- B. **Qualified Indian Applicant** is defined as one or more of the following:
  - 1) Applicants approved by the contractor based on job performance on other jobs.
  - 2) Applicants who have demonstrated or are presently demonstrating their work qualifications during a probationary work period on this project.
  - Applicants certified by local referral agencies, including Tribal TERO offices, as having adequate skills and training necessary to perform the duties of the position.
- Core Crew Employee: A contractor's or subcontractor's core crew is composed of full time employed individuals necessary to satisfy his/her reasonable needs for supervisory or specially experienced personnel to assure an efficient execution of the contract work. Any Indian already employed by a contractor will be included in the core crew, regardless of job function, to avoid the unintended results of having a contractor lay-off or terminate an Indian employee to hire another under this provision.

D. **Pre-Employment Standards**: Directly related job standards of fitness and ability which indicate that with a reasonable amount of job training a person would be capable of satisfactorily performing an entry level position as well as jobs at a higher level which, with a reasonable amount of training, are normally filled by progression from an entry-level position. This applies to those persons who, at the time of application for employment, are not fully qualified for the available jobs but have general potential of becoming qualified through a reasonable amount of training.

#### **DEPARTMENT RESPONSIBILITIES**

The Department (Civil Rights Office or Area Office):

- A. Will monitor contractor and subcontractors for compliance with the requirements of this special provision and will perform necessary reviews of contractors and subcontractors to ensure compliance with the Special Provisions.
- B. Will assist the contractor and subcontractor with any disputes with the TERO Office or other Tribal entity.
- C. Will establish on-the-job training opportunities as specified in the On-the-Job Training Special Provision.
- D. Will provide notification to the TERO office of the name of the successful low bidder.
- E. Will provide notification to the successful low bidder regarding the TERO requirements.
- F. Will invite a representative of the TERO office to attend the preconstruction meeting and provide a copy of the preconstruction meeting minutes to the TERO office.
- G. Will not allow a contractor or subcontractor to commence work until the contractor's or subcontractor's compliance plan has been approved and the Department's Area Office has received a copy of the approved compliance plan or verbal or written notification of approval by the TERO Office.

#### **CONTRACTOR RESPONSIBILITIES**

- A. The contractor and subcontractor will give preference in employment opportunities under this contract to qualified Indian applicants who can perform the work required regardless of race, color, creed, age, sex, religion, national origin, or tribal affiliation to the extent set out in the paragraphs below.
- B. The contractor and subcontractor will not use pre-employment standards, qualifications, criteria, or other personnel requirements as a barrier to Indian employment except when such criteria or standards are required by business necessity. The contractor and subcontractor have the burden of showing that such criteria or standards are required by business necessity.

- C. The contractor agrees that Indians will be given preference for at least fifty percent (50%) of the project work force provided that sufficient qualified Indian applicants are available. The phrase "work force" will not include "core crew employees".
- D. The contractor and subcontractor are required to complete a compliance plan and submit the compliance plan to the TERO office at least two (2) weeks prior to beginning work. Prior to commencing work, contractors and subcontractors are expected to contact the Yankton Sioux Tribe TERO office concerning an identified core crew, project work force needs, and (sub)contractor/TERO interface. No contractor or subcontractor will begin work until the compliance plan has been approved by the TERO office. The contractor and any subcontractor must submit a copy of the approved compliance plan to the Department's Area Office prior to commencing work unless arrangements are made for the TERO office to provide the copy of the compliance plan directly to the Department's Area office. In lieu of a copy of the approved compliance plan, the Department's Area office may seek approval directly from the TERO office.
- E. The contractor will provide the TERO Director at least forty-eight (48) hours' notice to locate and refer a qualified Indian applicant for any vacancy or new position except when circumstances require the position be filled within a shorter period of time. If the TERO Office is unable to fill the vacancy, the contractor and subcontractor may recruit and hire workers from whatever sources are available and by whatever process, provided the contractor and subcontractor notifies the TERO Office of any job vacancies, positions, or any negotiated positions.
- F. The contractor and subcontractor will provide for maintenance of records and be prepared to furnish such periodic reports documenting compliance under this Special Provision as the Department determines necessary. The contractor and subcontractor will submit the following information on a weekly basis to the Tribal TERO Office:
  - 1. Weekly TERO Employment Report which includes the following data (forms for the weekly TERO Employment Report available from the TERO office);
    - a) Wage and hour reports;
    - b) New hires or terminations, and disciplinary action taken; and,
    - c) Promotions
  - 2. Copies of official payrolls.
- G. The contractor and subcontractor agree that all qualified Indian employees will be adequately trained for the position for which they are hired. The contractor and subcontractor will evaluate and pay all Indian employees in accordance with current company policies and contract provisions.
- H. Nothing in this Special Provision will be construed to interfere with the contractor's ability to dismiss any employee for cause including, but not limited to, lack of adequate skills or training, inability to perform by virtue of state or federal law, or breach of the contractor's standards of conduct.

#### OTHER PROVISIONS

This Special Provision supplements but does not replace the existing equal employment opportunity and disadvantaged business enterprise requirements, which may be included in this Agreement.

The Tribal TERO office will maintain a Job Skills Bank, listing available Indians by job classification based on skill level as indicated on their TERO application. The contractor and subcontractors agree to utilize the Tribal TERO office to locate qualified applicants.

The contractor is authorized to include in the bid an amount necessary to cover the two percent (2%) employment rights fee, which is applicable to this project, based on the portion of the project which is located within the historic boundaries of the Yankton Reservation. The Department determined that one hundred percent (100%) of the project is within those boundaries; therefore the contractor is authorized to include a TERO fee amount based on 100% of the total contract dollar amount.

The Yankton Sioux Tribe has an Indian Preference Subcontracting goal, which has been established at the same level as the Department's DBE goal for this project and is concurrent with the Department's DBE goal. The Tribe recognizes that FHWA policy does not permit the Department to extend Indian preference in subcontracting for this project and is satisfied that the Department and the contractor will seek qualified and DBE-certified Indian firms for this project. The contractor will make every reasonable effort to inform certified Indian DBE firms of the subtracting opportunities of the project and to solicit bids from such firms. Contact the Tribal TERO office at 605-384-3641 or the Department's Civil Rights office at 605-773-3540 for assistance.

The Department acknowledges the Yankton Sioux Tribe issues a business license to contractors working on projects within the exterior historic boundaries of the Yankton Reservation. For further information contact the Tribal TERO Office at 605-384-3641.

#### **ENFORCEMENT**

The contractor and all subcontractors are made aware that this Special Provision is made part of the contract requirements, and that the Department of Transportation will monitor and enforce these provisions in a manner similar to other special provisions, as outlined in Division I, General Provisions of the Standard Specifications for Roads and Bridges, 2015 edition.

The TERO Special Provisions will apply to those projects adjacent to Indian land located wholly or partially within the former boundaries of the Yankton Reservation, the TERO Special Provisions will apply to the entire project and not just the portion located within the historic exterior boundaries of the Yankton Reservation with the TERO fee that is calculated based on the portion adjacent to Indian land and located within former reservation boundaries.

It is the intent of all parties that this Special Provision be implemented on a cooperative basis without regard to jurisdictional issues. It is agreed that nothing in this Special Provision will prevent the Tribe, the Department, or any contractor from instituting any litigation pertaining to any jurisdictional issue with regard to the employment rights code or any other matter.

Nothing in this Agreement will be construed to constitute recognition of or denial of the status of any particular piece of land as "reservation" as defined by 18 USC 1151(a), or as "Indian country" as defined by 18 USC 1151(c). The Tribe and the Department agree that the question of the status of the lands involved in and adjacent to this project under 18 USC 1151 is in dispute and do not intend that anything in this Agreement will be offered in or will affect the outcome of any litigation on that question.

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# SPECIAL PROVISION FOR CONTRACTOR ADMINISTERED PRECONSTRUCTION MEETING

#### **APRIL 18, 2013**

#### I. DESCRIPTION

This work consists of the Contractor scheduling and conducting a preconstruction meeting prior to beginning work on this contract. Additionally this work consists of the Contractor providing the Area Engineer a completed list of required submittals.

#### II. MATERIALS (Not Specified)

#### III. CONSTRUCTION REQUIREMENTS

For the purposes of this special provision, a business day is any calendar day except Saturdays, holidays, and days designated by the Governor of this State as an administrative leave day for state employees.

The Department will provide the Contractor a list of required submittals and the Authorization Form for Preconstruction Meeting (Form DOT-270) within five (5) business days of the date of the Notice to Proceed.

The Contractor's Required Submittals Form (Form DOT-272) is a document outlining information required prior to the completion of the project. This list will include two types of submittals; 1) information required before scheduling a preconstruction meeting and 2) information required before the Contractor begins related work. The Department reserves the right to request additional information not included in the original list of required submittals. The list of required submittals will include, but is not limited to, proposed sequence changes, shop drawings, permits, certifications, mix designs, labor compliance, equal employment opportunity, and disadvantaged business enterprise documents.

Prior to scheduling the preconstruction meeting, the Contractor will complete and provide the Area Engineer all items on the list of required submittals that are required as described in 1) above. If the Contractor cannot complete and provide a submittal item required prior to scheduling the preconstruction meeting, the Contractor will contact the Area Engineer to establish a mutually agreed upon

date when the required submittal will be completed and provided to the Area office.

The Contractor will not begin work on an item until the Contractor has provided the Area Engineer with all required information for the applicable work item and the appropriate office has approved the information, if necessary. The Contractor will make every reasonable effort to deliver the required submittals at the earliest possible time.

The Contractor's authorized representative as indicated on the Signature Authorization Form (Form DOT-209) will complete, in its entirety, the first page of the Authorization Form for Preconstruction Meeting and will initial each proceeding section. By initialing each section, the Contractor is confirming comprehension of each section.

When the Contractor has provided the Area Engineer all required submittals, unless the Contractor and Department have established an agreement in writing providing future dates of outstanding required submittal items, the Contractor will schedule a preconstruction meeting with the Area Engineer.

Within two (2) business days following the Contractor scheduling the preconstruction meeting, the Area Engineer will prepare and send the Contractor a meeting confirmation and the Preconstruction Meeting Outline (Form DOT-271) of discussion items including specific Department items.

The Contractor will complete the Contractor's portion of the Preconstruction Meeting Outline and will add additional discussion items as needed. The Contractor will send the meeting notice and final Preconstruction Meeting Outline to the Area Engineer, all subcontractors, utility companies, and all suppliers at least five (5) business days prior to the preconstruction meeting.

The Area Engineer will send the notice of the meeting and the final Preconstruction Meeting Outline of discussion items to any other government entities and other principle stakeholders involved in the project at least three (3) business days prior to the preconstruction meeting.

At the discretion of the Area Engineer, the preconstruction meeting may be held in person, videoconference, or over the phone. The Contractor's competent superintendent, as required by Section 5.5, who will be working on this project, is required to attend the preconstruction meeting.

The Contractor will lead the meeting discussion as described in the Preconstruction Meeting Outline. The Area Engineer will prepare the meeting minutes including any unresolved items and distribute them to all attendees and principle stakeholders within five (5) business days following the preconstruction meeting.

#### IV. METHOD OF MEASUREMENT

The Department will not make a separate measurement for the preconstruction meeting.

#### V. BASIS OF PAYMENT

The Department will not make a separate payment for the preconstruction meeting. All costs associated with the preconstruction meeting will be incidental to other contract items.

\* \* \* \* \*

#### FUEL ADJUSTMENT AFFIDAVIT

Project NumberPCN	
County	
the Department at the time of submitting be cost adjustment program. Prior to exec	accordance with Section 9.12, the bidder is not required to notify oids whether the Contractor will or will not participate in the fuel cution of the contract, the successful bidder must submit this roval. The Fuel Adjustment Affidavit shall include the anticipated
Does your company elect to participate in fixed price? No adjustments in fuel prices	a fuel adjustment for this contract for the fuels that do not have a will be made if "No" is checked.
Y	Yes No
If yes, provide the total dollars for each of for the fuel types that are left blank or com	of the applicable fuels. No adjustments in fuel price will be made appleted with a \$0.00 value.
Diesel (x) \$	
Unleaded (y) \$	
Burner Fuel (z) \$	Type of Burner Fuel Used:
Sum $(x + y + z) = $ \$	
<b>Note:</b> The sum of the x, y, and z may not	exceed 15% of the original contract amount.
The following must be completed regard adjustment affidavit Under the penalty of law for perjury or false	lless of whether the Contractor elects to participate in the fuel sification, the undersigned,
	(Printed Name)
of	(Contractor)
hereby certifies that the documentation is and complete to the best of their knowleds	submitted in good faith, that the information provided is accurate ge and belief, and that the monetary amount identified accurately duly authorized to certify the above documentation on behalf of
	authorized representative shall have the right to examine and copy sheets, bid sheets, and other data pertinent to the justification of
Dated Signature	
Notarization is required only when the Co	ontractor elects to participate in the fuel adjustment affidavit
Subscribed and sworn before me this	day of, 20
Notary Public	My Commission Expires

## STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES APPENDIX A & E

#### **MARCH 1, 2016**

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:

- Compliance with Regulations: The contractor (hereinafter includes consultants) will comply
  with the Acts and the Regulations relative to Non-discrimination in Federally-assisted
  programs of the U.S. Department of Transportation, Federal Highway Administration, as they
  may be amended from time to time, which are herein incorporated by reference and made a
  part of this contract.
- 2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 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 will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or

is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not):
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis
  of disability in the operation of public entities, public and private transportation systems, places
  of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as
  implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations:
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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# 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.

\* \* \* \*

## 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.
- 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 <u>SDDOT Statement of Compliance Form</u>, 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

ELECTRICIANS
GROUP E01
Electrician

**Construction Types: Heavy and Highway** 

Counties: South Dakota Statewide

Agency:
Wage Decision Number:
Counties:
Wage Decision Date:

U.S. DOL <u>SD150001</u> SD1 SD Statewide

22.79

0.00

Counties:	SD Statewic	le
*SUSD2015-001 08-13-2015 Wage Decision Date:	10/09/2015	
LABORERS CROWN CONTROL OF CONTROL	D-4 5-	•
GROUP GL1	Rates Fr	
Air Tool Operator; Common Laborer; Landscape Worker; Flagger; Pilot Car Driver;	15.74	0.00
Trucks under 26,000 GVW; Blue-top Checker; Materials Checker		
GROUP GL2		
Mechanic Tender (Helper); Pipe Layer (except culvert); Form Builder Tender;	17.51	0.00
Special Surface Finish Applicator; Striping		
GROUP GL3		
Asphalt Plant Tender; Pile Driver Leadsman; Form Setter; Oiler/Greaser	18.95	0.00
GROUP GL5		
Carpenter; Form Builder	22.77	0.00
GROUP GL6		
Concrete Finisher; Painter; Grade Checker	21.41	0.00
Control of Timerior, Faunci, Crado Cricollor	21.41	0.00
DOWED FOLIDMENT ODED ATORS		
POWER EQUIPMENT OPERATORS		
GROUP G01	40.05	
Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with	16.85	0.00
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);	18.13	0.00
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	40.00	
Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; Backhoes/ Excavators	19.89	0.00
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		
	00.00	0.00
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	20.30	0.00
GROUP G05		
	00.75	0.00
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;	22.75	0.00
Milling Machine; Bridge Welder		
willing wachine, bridge weider		
TRUCK DRIVERS		
GROUP GT1	40.55	0.00
Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with Trailer	16.57	0.00
GROUP GT2		
Semi-Tractor and Trailer; Tandem Truck with Pup	18.82	0.00

#### 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.

\*Classifications listed under an "SU" identifier were derived from survey data and the published rate is the weighted average rate of all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

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

#### 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** 

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In the listing above, the "SU" identifier indicates the rates were derived from survey data. As these weighted average rates include all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of the survey on which these classifications and rates are based. The next number, 007 in this example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates.

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
  - an existing published wage determination
  - a survey underlying a wage determination
  - a Wage and Hour Division letter setting forth a position on a wage determination matter
  - a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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# SPECIAL PROVISION FOR SUPPLEMENTAL SPECIFICATIONS TO 2015 STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES

#### **JUNE 1, 2016**

The Supplemental Specifications dated June 1, 2016 are in effect for and made a part of this contract.

The Supplemental Specifications may be obtained from the Department website or the local Area Office or by contacting the Operations Support Office.

Department Website:

http://www.sddot.com/business/contractors/specs/2015specbook/Default.aspx

Operations Support: 605-773-3571

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# SPECIAL PROVISION FOR SUPPLEMENTAL SPECIFICATIONS FOR ERRATA TO 2015 STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES

#### **JUNE 1, 2016**

The Supplemental Specifications for Errata dated June 1, 2016 are in effect for and made a part of this contract.

The Supplemental Specifications for Errata may be obtained from the Department website or the local Area Office or by contacting the Operations Support Office.

Department Website:

http://www.sddot.com/business/contractors/specs/2015specbook/Default.aspx

Operations Support: 605-773-3571

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# SPECIAL PROVISION FOR PRICE SCHEDULE FOR MISCELLANEOUS ITEMS

#### **OCTOBER 14, 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

		To: 150 5 11	10.11
		Steel Pile Splices	Splice made after
		(*All Weights)	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,	Pile Shoes (Timber	\$110.00/each
	and Steel Piles	Pile)	
510.5.H	Timber, Prestressed,	Pile Tip	
	and Steel Piles	Reinforcement	
		(Steel Pile)	
		10" HP Tip	\$120.00/each
		Reinforced	
		12" HP Tip	\$140.00/each
		Reinforced	
		14" HP Tip	\$170.00/each
		Reinforced	
601.5	Haul Roads	Granular Material	\$12.00/ton
601.5	Haul Roads	Asphalt Concrete	\$80.00/ton
		(including asphalt)	
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,	\$450.00/ton
		Flush & Surface	
		Treatment)	
601.5	Haul Roads	Water	\$15.00/M.Gal
601.5	Haul Roads	Dust Control	\$0.35/lb
		Chlorides	
634.5	Temporary Traffic	Flagging	\$24.19/hour
	Control		
634.5	Temporary Traffic	Pilot Car	\$38.35/hour
	Control		
			1

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