

May 18, 2016

NOTICE TO CONTRACTORS

Sealed bids will be received by the **South Dakota Department of Transportation, P.O. Box 1767, Aberdeen, SD, 57402-1767** or may be hand delivered to the Aberdeen Regional Office located at **2735 West Highway 12 in Aberdeen** until 1:30 pm, **Friday, June 3, 2016** at which time they will be opened for the following project(s):

(Those sending bid via couriers such as UPS and FedEx should use the hand delivery address above.)

Project Number	PCN	County	Type of Work	Area Engineer
012-151 & 000P-151	i43t & i3p0	Brown	PCC Pavement, Sidewalk, Traffic Signal & Sidewalk Repair	Phil Dwight (605-626-7885)

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

AVAILABILITY OF PLANS AND PROPOSALS:

Specifications and proposal forms are available at the Aberdeen 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 Aberdeen Region office for the DOT-123 form that can be used for bidding purposes to the following:

Scott.Schneider@state.sd.us and Michael.Welch@state.sd.us

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

Company Name
Mailing Address
Phone Number

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

CONTENT OF PROPOSALS:

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

1. A notarized Contract Proposal (DOT-123). Non-signature items shall be typed or completed in ink.
2. Participation by Minority Contractors Form
3. Contractor's Affidavit/Declaration.
4. Fuel Adjustment Affidavit

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:

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

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 Aberdeen. The contract award is subject to verification of the Contractor Excise Tax License and receipt of the Performance Bond or Cashiers Check and Certificate of Insurance.

PREQUALIFICATION:

In accordance with current bidding procedures, [Administrative Rules 70:07:02](#), a bidder must be prequalified prior to bidding on state highway construction projects, unless his bid is less than \$200,000. Bidders must be prequalified for the Work Type(s): **Work Type 3, Portland Cement Concrete Paving or Work Type 14, Miscellaneous Concrete Construction.**

Contractors may apply for prequalification by fully completing and executing a Prequalification Statement on forms furnished by the Department. Such application must be sent to the Classification and Rating Committee at the Becker-Hansen Building, 700 East Broadway, Pierre, SD 57501 at least fourteen (14) days prior to the day of the letting. This form is available on line at <http://www.sddot.com/business/contractors/forms/Default.aspx> and is Form DOT-144-Contractor's Prequalification Form. Maintenance stockpile projects are excluded from this requirement.

Requests to add work types are considered a new questionnaire submission, and must meet the 14-day requirement.

A line of credit submitted to increase bidding capacity must be received by the committee before 4:00 p.m. of the last working day of the week preceding the letting. If the Legislature or the Governor declares the afternoon of the last working day of the week preceding the letting to be a holiday, the request must be received before 11:00 a.m. of the last working day. This form is available on line at <http://www.sddot.com/business/contractors/forms/Default.aspx> and is Form DOT-144A-Contractor's Line of Credit Form.

Upon approval by the Committee, said Qualification shall be in force for not more than eighteen (18) months from the date of the balance sheet submitted.

To request a prequalification application, please contact:

Classification and Rating Committee
Division of Finance and Management
South Dakota Department of Transportation
700 East Broadway
Pierre, SD 57501
Phone: (605) 773-3284

Further information is also available on the SDDOT Web site at <http://apps.sd.gov/HC65BidLetting/ebshowtobid.aspx>.

A bidder who is not pre-qualified may submit an experience questionnaire prior to or with the bid letting. Copies of the experience questionnaire may be obtained from any Region DOT Office or at the following web address: <http://www.sddot.com/business/contractors/bid/regdocs/ExperienceQuestionnaire.pdf>.

Region personnel will determine from the questionnaire, if the low bidder is capable of performing the work intended. If it is determined that the low bidder does not have the capacity (experience or equipment) to complete this work, they will be determined to be non-responsive, and the bid awarded to the next responsive bidder.

MISCELLANEOUS:

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

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

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

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

Sincerely,

DEPARTMENT OF TRANSPORTATION

Jeff Senst, P.E.
Aberdeen Region Engineer

cc:
J. Humphrey
J. Hansen
[P. Dwight](#)
J. Steen
D. German
[J. Bench-Bresher](#)
File

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.

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SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT PROPOSAL

CODE	PROJECT			MAINT UNIT	CONTROL REFERENCE	AFE	FUNCTION	BEGIN MRM	END MRM
	PRE	ROUTE	AGR						
		000P		151		1360	2490	292.5	293.5
		012		151		1431	2129	289.0	289.1

CITY AND /OR COUNTY: Aberdeen/Brown County BUDGET SOURCE: FY2016 Contract Maintenance

FINALS ENGINEER REVIEW REQUIRED: YES NO

REGION MATERIALS CERTIFICATION REQUIRED: YES NO

CERTIFIED INSPECTORS/TESTERS REQUIRED: YES NO

TO BE INSTALLED ON CM&P: YES NO

TYPE, PURPOSE AND LOCATION OF WORK: PCC Pavement, Sidewalk, Traffic Signals, Sidewalk Repair

ESTIMATE OF QUANTITIES AND COST

BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009E0010	Mobilization	Lump Sum	LS	Lump Sum	
110E0130	Remove Traffic Sign	5	Each		
110E0300	Remove Concrete Curb & Gutter	31	Ft		
110E0400	Remove Drop Inlet	4	Each		
110E1140	Remove Concrete Sidewalk	22	SqYd		
110E1530	Remove Signal Pole Footing	4	Each		
110E1540	Remove Luminaire Pole Footing	3	Each		
110E1690	Remove Sediment	1.0	CuYd		
110E1693	Remove Erosion Control Wattle	50	Ft		
110E1695	Remove Sediment Filter Bag	24	Ft		
110E5110	Salvage Signal Equipment	Lump Sum	LS	Lump Sum	
120E0010	Unclassified Excavation	2,653	CuYd		
120E2000	Undercutting	677	CuYd		
230E0100	Remove and Replace Topsoil	Lump Sum	LS	Lump Sum	
250E0010	Incidental Work	Lump Sum	LS	Lump Sum	
250E0020	Incidental Work, Grading	Lump Sum	LS	Lump Sum	
260E1010	Base Course	1,286.6	Ton		
260E2010	Gravel Cushion	324.8	Ton		
320E1200	Asphalt Concrete Composite	155.5	Ton		
380E0080	9.5" Nonreinforced PCC Pavement	949.1	SqYd		
380E4080	9.5" PCC Fillet Section	49.6	SqYd		
380E6000	Dowel Bar	744	Each		
380E6110	Insert Steel Bar in PCC Pavement	210	Each		
450E0102	12" RCP Class 2, Furnish	6	Ft		
450E0110	12" RCP, Install	6	Ft		

450E0122	18" RCP Class 2, Furnish	46	Ft		
450E0130	18" RCP, Install	46	Ft		
450E0408	18" RCP Bend, Furnish	2	Each		
450E0409	18" RCP Bend, Install	2	Each		
462E0100	Class M6 Concrete	3.7	CuYd		
480E0100	Reinforcing Steel	404	Lb		
632E1320	2.0"x2.0" Perforated Tube Post	10.0	Ft		
632E3203	Flat Aluminum Sign, Nonremovable Copy High Intensity	54.3	SqFt		
632E3520	Remove, Salvage, Relocate, and Reset Traffic Sign	1	Each		
633E0010	Cold Applied Plastic Pavement Marking, 4"	1,690	Ft		
633E0030	Cold Applied Plastic Pavement Marking, 24"	750	Ft		
633E0040	Cold Applied Plastic Pavement Marking, Arrow	9	Each		
633E5000	Grooving for Cold Applied Plastic Pavement Marking, 4"	1,690	Ft		
633E5015	Grooving for Cold Applied Plastic Pavement Marking, 24"	750	Ft		
633E5025	Grooving for Cold Applied Plastic Pavement Marking, Arrow	9	Each		
634E0010	Flagging	420	Hour	24.19	10,159.80
634E0110	Traffic Control Signs	472	SqFt		
634E0120	Traffic Control, Miscellaneous	Lump Sum	LS	Lump Sum	
634E0285	Type 3 Barricade, 8' Double Sided	21	Each		
634E0420	Type C Advance Warning Arrow Board	2	Each		
634E0600	4" Temporary Pavement Marking Tape Type I	540	Ft		
634E0900	Portable Temporary Traffic Control Signal	3	Unit		
634E1002	Detour Signing	12.0	SqFt		
634E1210	State Furnished Portable Changeable Message Sign	2	Each		
634E2000	Longitudinal Pedestrian Barricade	212	Ft		
634E2015	Temporary Pedestrian Access Route	Lump Sum	LS	Lump Sum	
634E2020	Temporary Curb Ramp	3	Each		
634E2025	Longitudinal Pedestrian Barrier	100	Ft		
635E2000	Pedestal Signal Pole	1	Each		
635E3340	Roadway Luminaire, 400 Watt with Photoelectric Cell	4	Each		
635E4030	3 Section Vehicle Signal Head	16	Each		
635E5020	2' Diameter Footing	14.0	Ft		
635E5025	2.5' Diameter Footing	30.0	Ft		
635E5030	3' Diameter Footing	48.0	Ft		
635E5301	Type 1 Electrical Junction Box	5	Each		

635E5302	Type 2 Electrical Junction Box	6	Each		
635E5303	Type 3 Electrical Junction Box	1	Each		
635E5400	Electrical Service Cabinet	1	Each		
635E5430	Traffic Signal Controller	1	Each		
635E5515	Signal Head Battery Backup and Flash System	1	Each		
635E5530	Preformed Detector Loop	9	Each		
635E5535	Sawed-In, Preformed Detector Loop	16	Each		
635E5550	Detector Unit	11	Each		
635E5560	Emergency Vehicle Preemption Unit	1	Each		
635E5570	Optical Detector	4	Each		
635E5900	Pedestrian Push Button	8	Each		
635E5910	Pedestrian Push Button Pole	8	Each		
635E5922	Pedestrian Signal Head with Countdown Timer	8	Each		
635E5930	Pedestrian Crossing Sign	8	Each		
635E7018	Install Signal Pole with Mast Arm and Luminaire Arm	4	Each		
635E7500	Remove and Reset Luminaire Pole	3	Each		
635E8120	2" Rigid Conduit, Schedule 40	1,285	Ft		
635E8130	3" Rigid Conduit, Schedule 40	55	Ft		
635E8150	5" Rigid Conduit, Schedule 40	25	Ft		
635E8220	2" Rigid Conduit, Schedule 80	315	Ft		
635E8230	3" Rigid Conduit, Schedule 80	110	Ft		
635E8240	4" Rigid Conduit, Schedule 80	240	Ft		
635E9014	1/C #4 AWG Copper Wire	615	Ft		
635E9016	1/C #6 AWG Copper Wire	3,650	Ft		
635E9018	1/C #8 AWG Copper Wire	1,605	Ft		
635E9504	4/C #14 AWG Copper Tray Cable, K2	2,157	Ft		
635E9507	7/C #14 AWG Copper Tray Cable, K2	230	Ft		
635E9519	19/C #14 AWG Copper Tray Cable, K2	605	Ft		
635E9524	24/C #14 AWG Copper Tray Cable, K2	410	Ft		
635E9600	#16 AWG Copper Twisted Shielded Pair	2,610	Ft		
635E9710	2/C #10 AWG Copper Pole and Bracket Cable	260	Ft		
635E9800	Preemption Cable	1,880	Ft		
650E0060	Type B66 Concrete Curb and Gutter	560	Ft		
650E0095	Type B69.5 Concrete Curb and Gutter	505	Ft		
651E0050	5" Concrete Sidewalk	3139	SqFt		
651E5000	Sidewalk Drain	6.7	Ft		
651E7000	Type 1 Detectable Warnings	60	SqFt		

670E1200	Type B Frame and Grate Assembly	4	Each	
670E5400	Precast Drop Inlet Collar	4	Each	
734E0010	Erosion Control	Lump Sum	LS	Lump Sum
734E0154	12" Diameter Erosion Control Wattle	50	Ft	
734E0180	Sediment Filter Bag	24	Ft	
734E0604	High Flow Silt Fence	24	Ft	
734E0845	Sediment Control at Inlet with Frame and Grate	2	Each	
734E5010	Sweeping	50	Hour	
900E1320	Construction Entrance	1	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, in the place and 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 June 20, 2016

OVERALL COMPLETION DATE October 14, 2016

SUBSCRIBED AND SWORN TO BEFORE ME THE
DAY OF , 20

SIGNATURE _____
COMPANY _____
ADDRESS _____

NOTARY - My Commission expires

FED. TAX. ID NUMBER _____

Do not use for bidding purposes.

RECOMMENDED FOR APPROVAL:

CONSTRUCTION & MAINTENANCE ENGINEER 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

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

Utilization of Minority Business Enterprises Clauses

PROJECT(S): 012-151 & 000P-151

PCN i43t & i3p0

COUNTY(IES): Brown

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): 012-151 & 000P-151 PCN i43t & i3p0

COUNTY(IES): Brown

(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. Signed _____ (an individual)
(a partnership)
(a corporation)

By _____

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.

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

By _____

Title _____

REV. 6/1/16

PROJECT(S): 012-151 & 000P-151

PCN i43t & i3p0

COUNTY(IES): Brown

TYPE OF WORK: PCC PAVEMENT, SIDEWALK, TRAFFIC SIGNAL & SIDEWALK REPAIR

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Plans for Project 012-151, PCN i43t – Sheets 1 thru 11.

Plans for Project 000P-151, PCN i3p0 – Sheets 1 thru 83.

SPECIAL PROVISION FOR CONTRACT TIME, dated 5/13/16.

SPECIAL PROVISION FOR SIGNAL HEAD BATTERY BACKUP AND FLASH SYSTEM,
dated 5/17/16.

SPECIAL PROVISION FOR OPTICAL ACTIVATED EMERGENCY VEHICLE PRE-EMPTION
SYSTEM, dated 5/17/16.

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.

* * * * *

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACT TIME**

**PROJECT 000P-151; PCN i3p0
BROWN COUNTY**

MAY 13, 2016

Lamont St Calendar Day Count Closure Requirement

The Contractor may close Lamont St between 6th Ave SE and 7th SE to complete the pavement removal, traffic signal removal, grading, new curb and gutter, new pavement, new sidewalk, and traffic signal installation. The Contractor will complete the work required within 75 calendar days.

The Department will begin charging calendar days when the Contractor closes Lamont St between 6th Ave SE and 7th SE. The Department will continue to charge calendar days until the Contractor completes the work, the Contractor opens all eastbound lanes of US 12, the traffic signal is fully operational, and traffic can move unimpeded on Lamont St between 6th Ave SE and 7th SE. The Department will charge calendar days in accordance with Section 8.6 B.

If the Contractor does not complete the work within the calendar day count closure requirement, the Department will make a disincentive assessment amounting to \$500 per calendar day.

Field Work Completion

In addition, the Contractor will complete the project by the October 14, 2016 field work completion date.

Time Extensions

In order to avoid or reduce liquidated damage and disincentive assessments, the Contractor may request a time extension for the calendar day count closure requirement and field work completion requirement. The Department will consider these time extension requests using the same considerations that apply when granting an extension of contract time under Section 8.7, 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 prior to the field work completion requirement or the field work completion requirement as amended by formally approved time extension. If the Contractor does not complete all work by the field work completion requirement or the field work completion requirement as amended by formally approved time extension, the Department will assess liquidated damages in accordance with Section 8.8. The Department will assess liquidated damages for each working day the work (project) is late until the Contractor completes all field work.

In the event the Contractor does not complete all field work on time, the Department will charge working days in accordance with Section 8.6 C.

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 grading project in Zone 5.

The Department will consider expected adverse weather days cumulative in nature over the time period when the Contractor is actively pursuing completion of the work. The Department will not consider adverse weather days during an extended period of time when the Contractor is not pursuing completion of the work. When considering a time extension for field work completion of the project, the Engineer will compare the total number of expected adverse weather days against the total number of actual adverse weather days for the time period during which the work was being completed.

* * * * *

ATTACHMENT 1

Figure A - Expected Adverse Weather Days for South Dakota

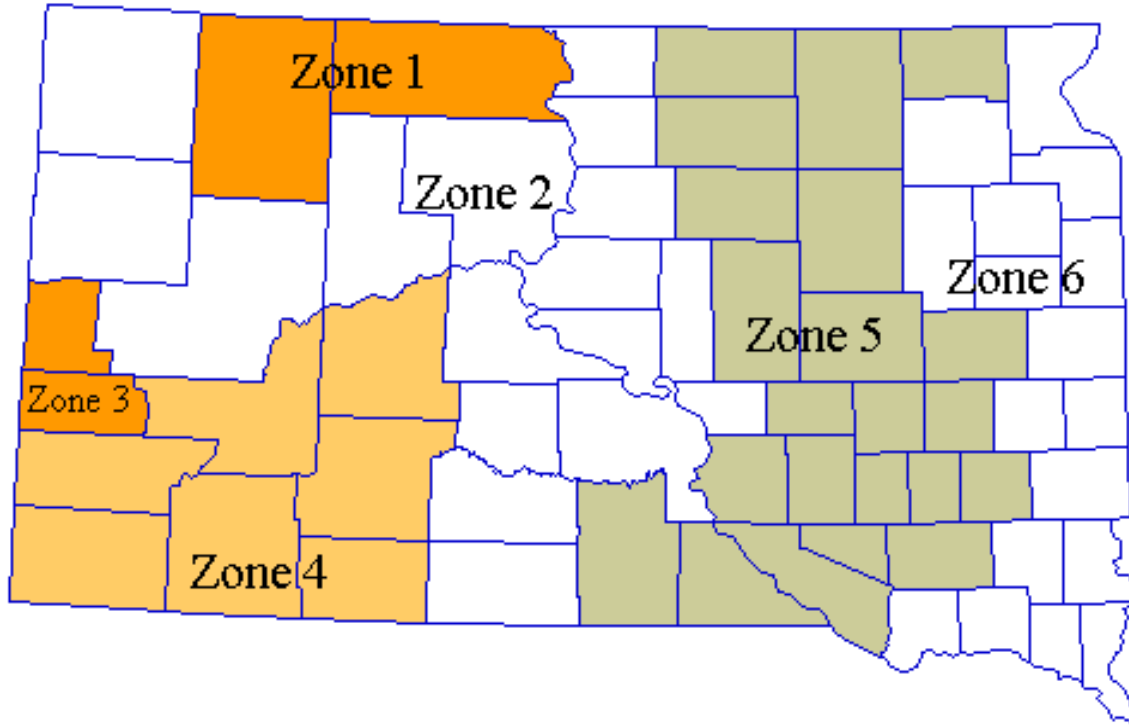


Table 1 - Expected Adverse Weather Days for South Dakota

	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
SIGNAL HEAD
BATTERY BACKUP AND FLASH SYSTEM**

**PROJECT 000P-151, PCN i3P0
BROWN COUNTY**

MAY 17, 2016

I. Description:

This specification describes the minimum operating requirements of a signal head battery backup and flash system. The signal head battery backup and flash is to provide auxiliary, true AC sine-wave power plus flash capability to any signal head (LED or Incandescent).

II. System Equipment:

A. BACKUP AND FLASH SYSTEM:

A true sine-wave inverter, linear temperature compensated charger, flasher, electronic power line sensing and related controls.

B. BATTERY PACK:

The primary level battery with the terminal located inside for safety. The battery pack is supplied with factory installed cables and connectors that plug directly into the backup and flash system.

III. Equipment Requirements:

A. BACKUP AND FLASH SYSTEM:

1. INPUT SPECIFICATION:

- Nominal Input Voltage 120 VAC Single phase
- Input Voltage Range 138 VAC to 85 VAC
- Input Frequency 60Hz \pm 5%
- Input Configuration 2 Wire (Hot, Neutral)
- Input Current 15 Amps max
- Input Protection Single pole circuit breaker

2. OUTPUT SPECIFICATION:

- Nominal Output Voltage 120VAC, 60Hz single phase
- Output Voltage Regulation $\pm 3\%$ from no load to full load and from high battery to low battery
- Output Frequency 60Hz ± 5 Hz
- Output Wave Form True Sine-wave
- Over Load Capability 125% for ten (10) seconds
- Fault Condition The unit shall withstand a short circuit on any or all outputs without causing any damage to the system, however, a single or multiple sustained short will be fuse cleared within 20 seconds or less.
- Efficiency 89%
- Total Harmonic distortion <5% total, <3% individual

3. DISPLAY and CONTROL PANEL:

- AC Line input switch/circuit breaker
- DC Battery output switch/circuit breaker
- AC Input safety fuse
- AC Power pilot light
- Load #1 flasher pilot light
- Load #2 flasher pilot light
- Time Delay dip switches
- Battery Voltmeter
- Convenience Receptacle
- RS-232 interface port for monitoring
- Battery event counter with reset

4. INTERFACE PANEL:

- Common line connector
- AC Input Connector
- DC Input Connector
- Output Connector to Signal Heads
- Input Connector from the Controller

B. BATTERY SPECIFICATION:

- Battery run time 4 hrs at 500 Watts

IV. OPERATING ENVIRONMENT:

- Operating Temperature -35° C to 50° C
- Relative Humidity Non-condensing 0 to 95%

V. RESPONSIBILITIES:

The manufacturer of the required signal head battery backup and flash system and/or the manufacturer's representative will provide responsive service before, during, and after installation of the priority control system.

VI. METHOD OF MEASUREMENT

Signal Head Battery Backup and Flash System will be measured by actual count furnished and installed.

VII. METHOD OF PAYMENT

The Contractor will be paid at the contract unit price per each for Signal Head Battery Backup and Flash System.

This payment shall be full compensation for all equipment, labor, and incidentals necessary to install the Signal Head Battery Backup and Flash System.

VIII. WARRANTY:

The manufacturer of the required signal head battery backup and flash system will warrant that, provided the priority control system has been properly installed, operated and maintained, component parts of a matched component system that prove to be defective in workmanship and/or material during the first two years from the date of shipment from the manufacturer will be warranted for repair or replacement.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
OPTICAL ACTIVATED
EMERGENCY VEHICLE PRE-EMPTION SYSTEM**

**PROJECT 000P-151, PCN I3P0
BROWN COUNTY**

MAY 17, 2016

I. SYSTEM DESCRIPTION

The required priority control system will employ data-encoded optical communication to verify the presence of authorized priority vehicles. The data-encoded optical communication will request the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available.

The priority control system will consist of a matched system of optical detectors, detector cable, signal discriminators and confirmation lights.

A code secured signal will be detected and recognized by the optical detectors at or near the intersection over a line-of-sight path of up to 2,500 feet under clear atmospheric conditions. The signal discriminator will process the electrical signal from the detector to ensure that the communication (1) is a valid base frequency, and (2) is within user-settable range. If these conditions are met, the signal discriminator will generate a priority control request (i.e. the appropriate green lights) for the approaching priority vehicles.

The system will require no action from the vehicle operator other than to turn on a code secured emitter. The system will operate on a first-come, first-served basis. Higher priority (Command) requests will override lower priority (Advantage) requests. The system will interface with most traffic signal controllers and will not compromise normal operation or existing safety provisions.

II. MATCHED SYSTEM COMPONENTS

The required priority control data-encoded optical communications system will consist of an optical detector, detector cable, signal discriminator, and confirmation light. In addition, a card rack shall be available, if required. To ensure system

integrity, operation and compatibility, all components will be from the same manufacturer. The system will be compatible with NEMA (National Electrical Manufacturers Association) TS1 and TS2 controllers.

- A. Optical Detector:** The detector will change the optical signal to an electrical signal. It will be located at or near the intersection. It will send the electrical signal, via the detector cable, to the discriminator.
- B. Detector Cable:** The detector cable will carry the electrical signal from the detector to the discriminator.
- C. Signal Discriminator:** The discriminator will validate the signal from the detector. It will be located within the controller cabinet at the intersection. It will request the controller to provide priority to the requesting vehicle.
- D. Card Rack:** The card rack will provide simplified installation of a signal discriminator into controller cabinets that do not already have a suitable card rack.

III. SYSTEM COMPONENT SPECIFICATIONS

A. Optical Detector

1. The required optical detector will be a lightweight, weatherproof device capable of sensing and transforming pulsed infrared energy into electrical signals for use by the discrimination equipment.
2. The optical detector will be designed for mounting at or near an intersection on mast arms, pedestals, pipes or span wires.
3. Each optical detector will be supplied with mounting hardware to accommodate installation on span wires or mast arms.
4. The optical detector design shall include adjustable tubes to enable their reorientation for span wire mounting without disassembly of the unit.
5. The optical detector will accept optical signals from one or two directions and will provide single or dual electrical output signal(s).
6. The optical detector will be available in three configurations:
 - a. Uni-directional with one output channel
 - b. Bi-directional with one output channel
 - c. Bi-directional with two output channels

7. The optical detector will allow aiming of the two optical sensing inputs for skewed approaches or slight curves.
8. The optical detector will have a built-in terminal block to simplify wiring connections.
9. The optical detector will receive power from the discriminator and will have internal voltage regulation to operate from 18 to 37 volts DC.
10. The optical detector will respond to a clear lens code secured emitter with 0.84 ($\pm 10\%$) Joules of energy output per flash at a distance of 2,500 feet under clear atmospheric conditions. If the emitter is configured with a visible light filter, the detector will respond at a distance of 1,800 feet under clear atmospheric conditions. The noted distances shall be comparable day and night.
11. The optical detector will deliver the necessary electrical signal to the discriminator via a detector cable up to 1,000 feet in length.

B. Detector Cable

1. The detector cable shall deliver sufficient power from the discriminator to the detector and will deliver the necessary quality signal from the detector to the discriminator over a non-spliced distance of 1,000 feet.
2. The detector cable will be of durable construction to satisfy the following installation methods:
 - a. Direct burial
 - b. Conduit and mast arm pull
 - c. Exposed overhead (supported by messenger wire)
3. The outside diameter of the detector cable will not exceed 0.3 inches.
4. The insulation rating of the detector cable will be 600 volts minimum.
5. The temperature rating of the detector cable will be +158°F minimum.
6. The conductors will be shielded with aluminized polyester and have an AWG #20 (7 x 28) stranded and individually tinned drain wire to provide signal integrity and transient protection.

7. The detector cable will have four conductors of AWG #20 (7 x 28) stranded, individually tinned copper, color-coded insulation as follows:
 - a. Orange for delivery of optical detector power (+)
 - b. Drain wire for optical detector power return (-)
 - c. Yellow for optical detector signal #1
 - d. Blue for optical detector signal #2
8. The characteristic impedance of the detector cable shall be:
0.6 ohms/1000'
14.3 uF/1000'
9. The shield wrapping will have a 20% overlap to ensure shield integrity following conduit and mast arm pulls.

C. Signal Discriminator

1. The signal discriminator, designed to be installed in the traffic controller cabinet, is intended for use directly with NEMA controllers, with the system card rack and suitable system interface equipment.
2. The discriminator will be a plug-in, two or four-channel (as specified in the plans), dual-priority device intended to be installed directly into a card rack located within the controller cabinet.
3. The discriminator will be powered from 115 volt (95 volts AC to 135 volts AC), 60 Hz mains and will contain an internal, regulated power supply that supports up to four optical detectors.
4. The discriminator's default range values shall be re-settable by the operator using switches located on its front.
5. The discriminator will be capable of two levels of discrimination code secured optical signals, as follows:
 - a. Verification of the presence of the base optical signal of either $14.03509\text{Hz} \pm 0.01773\text{Hz}$ for Command priority, or $9.63855\text{Hz} \pm 0.00836\text{Hz}$ for Advantage priority.
 - b. Determination of when the vehicle is within the prescribed range.
6. The discriminator's card edge connector will include primary optical detector inputs and power outputs.

- 7.** The discriminator will include one opto-isolated NPN output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:
 - a.** 6.25Hz \pm 0.1Hz 50% on/duty square wave in response to an Advantage priority call.
 - b.** A steady ON in response to a Command priority call.
- 8.** The discriminator will accommodate two methods for setting intensity thresholds (emitter range) for high and low priority signals:
 - a.** Using an encoded emitter with range-setting capability.
 - b.** Using any encoded emitter while manipulating the front panel switches.
- 9.** The discriminator will have a solid state POWER ON LED indicator that flashes to indicate unit diagnostic mode and illuminates steadily to indicate proper operation.
- 10.** The discriminator will have internal diagnostics to test for proper operation. If a fault is detected, the discriminator will use the front panel LED indicators to display fault information.
- 11.** The discriminator will have a Command (High) and Advantage (Low) solid state LED indicator for each channel to display active calls.
- 12.** The discriminator will have a test switch for each channel to test proper operation of Command or Advantage priority.
- 13.** The discriminator will properly identify a Command priority call with the presence of 10 Advantage priority code secured emitter signals being received simultaneously on the same channel.
- 14.** The discriminator will have write-on pads to allow identification of the phase and channel.
- 15.** The discriminator shall have the capability of functionally testing connected detector circuits and indicating via front panel LEDs non-functional detector circuits.
- 16.** The signal discriminator shall have a solid state circuit board. Module units will not be allowed.

D. Card Rack

1. The required card rack will provide simplified installation of a discriminator into controller cabinets that do not already have a suitable card rack.
2. The card rack will be factory wired to one connector, located behind the card slot, and a terminal block, located next to the discriminator slot, on the front of the card rack.
3. The card rack connector on the front will provide for all connections to the traffic controller.
4. The card rack will provide labeled terminal blocks for connecting the primary optical detectors to a discriminator.

E. Interface Cards

1. Interface Card for Electromechanical Controllers

- a. The required interface card for electromechanical controllers will provide electrical and logic interface between the discriminator and an electromechanical-type controller.
- b. The inputs to the interface card for electromechanical controllers will be connected to the outputs of the discriminator.
- c. The outputs of the interface card for electromechanical controllers will be connected to the Hand Control Switch or Police Panel where the dial motor and its self-generated solenoid advance pulses are disconnected from the cam/solenoid assembly and replaced by pulses generated by the action of the Hand Control Switch in the electromechanical-type controller.
- d. The interface card for electromechanical controllers will decode the outputs of the discriminator(s) and advance the controller to the phase that is set for that channel by sensing the traffic controller signal indications.
- e. The interface card for electromechanical controllers will have one input to disable the interface card.
- f. The interface card for electromechanical controllers will include the following switches:
 - 1) Channel 1 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 1 green

- 2) Channel 2 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 2 green
- 3) Channel 3 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 3 green
- 4) Channel 4 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 4 green
- 5) NON Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when no indications are green
- 6) Power Switch

2. Confirmation Light Card

- a. The required confirmation light card will provide electrical and logic interface between discriminators and confirmation light switching devices at the intersection.
- b. The confirmation light card will have four inputs to allow connection to the outputs of one or two discriminators.
- c. The confirmation light card will connect to unused load switch inputs in the controller cabinet.
- d. The confirmation light card will provide 10 confirmation light patterns programmable by the user using a rotary switch.
- e. The confirmation light card will monitor green traffic signal indications for dynamic control of confirmation lights; e.g., to modify the response when proper phasing is reached.
- f. The patterns shall be as described below:

Pattern Number	Non-Called Direction		Called Direction	
	Desired Green	Non-Desired Green	Desired Green	Non-Desired Green
0	Off	Off	Steady On	Off
1	Off	Off	Flashing	Off
2	Flashing	Flashing	Steady On	Steady On
3	Steady On	Steady On	Flashing	Flashing
4	Flashing	Flashing	Steady On	Off
5	Steady On	Steady On	Flashing	Off
6	Flashing	Flashing	Steady On	Flashing
7	Steady On	Steady On	Flashing	Steady On
8	Off	Off	Steady On	Flashing
9	Off	Off	Flashing	Steady On
1/0	Off	Off	Flashing	Off
1/1	Off	Off	Steady On	Off
1/2	Steady On	Steady On	Flashing	Flashing
1/3	Flashing	Flashing	Steady On	Steady On
1/4	Steady On	Steady On	Flashing	Off
1/5	Flashing	Flashing	Steady On	Off
1/6	Steady On	Steady On	Flashing	Steady On
1/7	Flashing	Flashing	Steady On	Flashing
1/8	Off	Off	Flashing	Steady On
1/9	Off	Off	Steady On	Off

IV. RELIABILITY

- A. All equipment supplied as part of the optical priority control system intended for use in the controller cabinet will meet the following electrical and environmental specifications spelled out in the NEMA Standards Publication TS2 1992, Part 2:
1. Line voltage variations per NEMA TS2 1992, Paragraph 2.1.2.
 2. Power source frequency per NEMA TS2 1992, Paragraph 2.1.3.
 3. Power source noise transients per NEMA TS2 1992, Paragraph 2.1.6.1.
 4. Temperature range per NEMA TS2 1992, Paragraph 2.1.5.1.
 5. Humidity per NEMA TS2 1992, Paragraph 2.1.5.2.
 6. Shock test per NEMA TS2 1992, Paragraph 3.13.9.

7. Vibration per NEMA TS2 1992, Paragraph 3.13.8.
- B. Each piece of equipment supplied as part of the priority control system intended for use in or on priority vehicles will operate properly across the entire spectrum of combinations of environmental conditions (temperature range, relative humidity, vehicle battery voltage) per the individual component specifications.

V. RESPONSIBILITIES

The manufacturer of the required optical priority control system and/or the manufacturer's representative will provide responsive service before, during and after installation of the priority control system. The manufacturer and/or the manufacturer's representative will provide certified, trained technicians having traffic systems industry experience and operational knowledge of priority control systems.

VI. GUARANTEED WARRANTY

- A. The manufacturer of the required optical priority control system will warrant that, provided the priority control system has been properly installed, operated and maintained, component parts of a matched component system (see Section II) that prove to be defective in workmanship and/or material during the first five years from the date of shipment from the manufacturer will be covered in a documented system-protection plan, plus an added five-year warranty for repair or replacement at a fixed deductible charge for a total of 10 years of product coverage.
- B. The protection plan will warrant that component parts of a matched component system that prove to be defective in workmanship and/or material during the first five years from the date of shipment from manufacturer will be repaired at no charge, and that extended coverage with a fixed repair deductible will be available for an additional five years.
- C. In total, the warranty coverage must assure 10-year operational reliability and interface compatibility with future components designed for the system.

VII. CERTIFICATION

The manufacturer of the required priority control system will certify that all component products are designed, manufactured and tested as a system of matched components and will meet or exceed the requirements of this specification.

VIII. METHOD OF MEASUREMENT

- A. Optical Detector will be measured per each for the number of optical detectors furnished and installed.

B. Emergency Vehicle Preemption Unit will be measured per each for the number of units furnished and installed.

IX. BASIS OF PAYMENT

A. Optical Detector will be paid at the contract unit price per each. Payment will be full compensation for furnishing and installing the optical detector.

B. Emergency Vehicle Preemption Unit will be paid at the contract unit price per each. Payment will be full compensation for furnishing and installing the Emergency Vehicle Preemption Unit, detector cable, and all incidentals required to complete the work.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**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 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**

**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:

1. **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 Non-discrimination 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).

**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.

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**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: **SD150001** SD1
Counties: SD Statewide
Wage Decision Date: **10/09/2015**

***SUSD2015-001 08-13-2015**

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

<u>Rates</u>	<u>Fringes</u>
15.74	0.00
17.51	0.00
18.95	0.00
22.77	0.00
21.41	0.00
16.85	0.00
18.13	0.00
19.89	0.00
20.30	0.00
22.75	0.00
16.57	0.00
18.82	0.00
22.79	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.

A COPY OF THIS DOCUMENT, COLORED TURQUOISE, 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**

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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>

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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END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**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

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**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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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**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

		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	\$24.19/hour
634.5	Temporary Traffic Control	Pilot Car	\$38.35/hour

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