NOTICE TO CONTRACTORS

Sealed bids will be received by the South Dakota Department of Transportation until 1:30 pm, Friday, May 22, 2020 at which time they will be opened for the following project(s):

Project Number	PCN	County	Type of Work Area Engineer
000i-171	i62m	Region-	FY 2021 Annual Guardrail Matt Brey (605-882-5166)
		wide	Repair Contract

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: <u>https://apps.sd.gov/HC65BidLetting/RegionDefault.aspx</u>

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 BIDS:

Returned Bids shall include the following ORIGINAL SIGNATURE 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.

Bids shall be in sealed envelopes and clearly marked on the outside with the words "BID ENCLOSED" and the letting to which the bid applies. Proposals faxed to the office <u>will not</u> be accepted.

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

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 **<u>bid bond</u>** will not be required.

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

<u>NOTE</u>: 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, <u>Administrative Rules 70:07:02</u>, 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 13, Incidental 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 <u>https://dot.sd.gov/doingbusiness/contractors/forms-documents</u> 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 https://dot.sd.gov/doing-business/contractors/forms-documents.

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 <u>http://apps.sd.gov/HC65BidLetting/ebshowtobid.aspx</u>.

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: <u>http://www.sddot.com/business/contractors/bid/regdocs/ExperienceQuestionnaire.pdf</u>.

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

Mark Peterson

Mark Peterson Aberdeen Region Engineer

cc: T. Ondricek J. Hansen M. Brey J. Steen File

NOTICE TO ALL BIDDERS

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

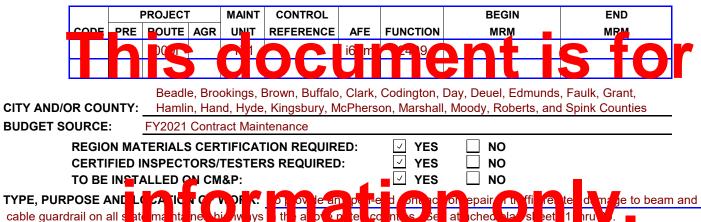
THE U.S. DEPARTMENT OF TRANSPORTATION (DOT) OPERATES THE ABOVE TOLL-FREE "HOTLINE" MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M., EASTERN TIME. ANYONE WITH KNOWLEDGE OF POSSIBLE BID RIGGING, BIDDER COLLUSION, OR OTHER FRAUDULENT ACTIVITIES SHOULD USE THE "HOTLINE" TO REPORT SUCH ACTIVITIES.

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



	ESTIMATE OF QUANTITIES AND COST					
BID ITEM NUMBER	ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
009E0197	Mobilization 1 (Aberdeen Area)	5	Each			
009E0198	Mobilization 2 (Huron Area)	5	Each			
009E0199	Mobilization 3 (Watertown Area)	16	Each			
410E0325	Remove and Replace Bolt Assembly	3	Each			
629E0225	Reset High Tension Cable Guardrail Terminal Post	10	Each			
629E0451	Retension 3 Cable Guardrail	4500	Ft			
629E0454	Retension High Tension 4 Cable Guardrail	7500	Ft			
629E1010	Repair 3 Cable Guardrail Slip Base Anchor Assembly	2	Each			
629E1100	3 Cable Guardrail End Post	10	Each			
629E1	3 Cable Guardrail Intermediate Post	1 25	Ech			
629E1 03	3 Cable Guardrail Intermediate Post	N	E			
629E1104	3 Cable Guardrail Post, Winter	150	Each		9	
629E1106	Drive Down 3 Cable Guardrail Post	5	Each			
629E1108	Reset 3 Cable Guardrail Post	15	Each			
629E1110	Cable Anchor Bracket	5	Each			
629E1112	Cable Splice	5	Each			
629E1114	3 Cable Guardrail J Hook Be	100	Each			
629E1116	Steel Turnbuckle Cable Enc Assembly	8	Each			
629E1117	Turnbuckle Assembly	3	Each			
629E1118	Spring Cable End Assembly with Turnbuckle	5	Each			
629E1120	W Beam to 3 Cable Transition Bracket	25	Each			
629E1122	3 Cable Guardrail End Post Cap	5	Each			
629E1144	High Tension 4 Cable Guardrail Post	50	Each			
629E1159	High Tension 4 Cable Guardrail Post and Sleeve	10	Each			
629E1164	High Tension 4 Cable Guardrail Sleeve	5	Each			

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION CONTRACT PROPOSAL

DOT-123 March 2017 2 of 3

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TOTAL

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION CONTRACT PROPOSAL					
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CONTRACTO	R'S PRO	OPOSAL S	TATEMENT		
The undersigned does hereby agree to furnish the labor	and/or i	material in t	he quantities, at the	unit price, for the p	ourpose, in
the place and in accordance with attached provisions up					
This document becomes the Contract when signed by the	ne Contr	actor and a	Department of Trai	nsportation Repres	entative.
The Contractor agrees to provide services in compliance					
agrees to provide a certificate of insurance prior to com				the duration of the [·]	work as per
the current edition of the SED(F Steedard Specification	e for Po	ords and Br	ides.		
SUBSTANTIAL COMPLETION DITE		R P/ SI	START ATE	July	1, 2020
FIELD WORK COMPLETION DATE July 1, 2021		SIGNATUR	E		
SUBSCRIBED AND SWORN TO BEFORE ME THE					
DAY OF , 20		COMPANY			
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APPROVED FOR THE TRANSPORTATION COMMISSION					
NAME	TITLE			DATE	
APPROVED as per Federal Highway Stewardship Provisio	ons this		day of		. 20 .
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	6				

purposes.

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

Utilization of Minority Business Enterprises Clauses

PROJECT(S): 000i-171

PCN i62m

COUNTY(IES): <u>Beadle, Brookings, Brown, Buffalo, Clark, Codington, Day, Deuel, Edmunds, Faulk,</u> Grant, Hamlin, Hand, Hyde, Kingsbury, McPherson, Marshall, Moody, Roberts, and Spink

- The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest 1 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): 000i-171

COMPLETE SIGNATURE BLOCK A. or B. BELOW:

PCN i62m

COUNTY(IES): <u>Beadle, Brookings, Brown, Buffalo, Clark, Codington, Day, Deuel, Edmunds, Faulk, Grant,</u> Hamlin, Hand, Hyde, Kingsbury, McPherson, Marshall, Moody, Roberts, and Spink

(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.

* * * *

Α.	Signed	(an individual) (a partnership)
	By	(a corporation)
	Title	
	County of)	
):SS State of)	
	Subscribed and sworn to before me this da	y of, 20
	(SEAL) Notary Public My Cor	nmission Expires
	* * * *	
Β.	Under the penalty of perjury under the laws of the United true and correct.	I States, I hereby certify that the above statement is
	Signed	(an individual) (a partnership)
	Ву	(a corporation)
	Title	

INDEX OF SPECIAL PROVISIONS

PROJECT(S): 000i-171

PCN i62m

COUNTY(IES): <u>Beadle, Brookings, Brown, Buffalo, Clark, Codington, Day, Deuel, Edmunds, Faulk,</u> <u>Grant, Hamlin, Hand, Hyde, Kingsbury, McPherson, Marshall, Moody, Roberts, and Spink</u>

TYPE OF WORK: FY 2021 ANNUAL GUARDRAIL REPAIR CONTRACT

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Plans for Project – Sheets 1 thru 80.

Special Provision for Restriction of Boycott of Israel, dated 1/31/20.

Special Provision for Contractor Administered Preconstruction Meeting, dated 12/18/19.

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 5/1/19.

Wage and Hour Division US Department of Labor Washington DC.

- US Dept. of Labor Decision Number SD180001, dated 4/6/18.

Special Provision for Supplemental Specifications to 2015 Standard Specifications for Roads and Bridges, dated 11/20/19.

Special Provision for Errata to 2015 Standard Specifications for Roads and Bridges, dated 11/20/19.

Special Provision for Price Schedule for Miscellaneous Items, dated 6/6/18.

* * * *

SPECIAL PROVISION FOR RESTRICTION OF BOYCOTT OF ISRAEL

JANUARY 31, 2020

In accordance with the State of South Dakota Office of the Governor Executive Order 2020-01 the following will apply to all contracts unless the amount being bid is less than \$100,000:

By submitting a bid proposal for this contract, the bidder certifies and agrees the following information is correct for the bidder and all subcontractors (all tiers) and suppliers with five (5) or more employees:

The bidder, in preparing the bid proposal or in considering proposals submitted from qualified potential suppliers and subcontractors, or in the solicitation, selection, or commercial treatment of any supplier or subcontractor; has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid proposal, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the Department to reject the bid proposal submitted by the bidder on this contract and terminate any contract awarded based on the bid. The bidder agrees to provide immediate written notice to the Department if, during the term of the contract awarded to the bidder, the bidder no longer complies with this certification. The bidder further agrees such noncompliance may be grounds for contract termination.

SPECIAL PROVISION FOR CONTRACTOR ADMINISTERED PRECONSTRUCTION MEETING

DECEMBER 18, 2019

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

The Area Engineer will provide the Contractor the Authorization Form for Preconstruction Meeting (Form DOT-270) and the Contractor's Required Submittals Form (Form DOT-272) after the date of the Notice of Award and no later than 10 business days after the date of the Notice to Proceed.

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.

The Contractor's Required Submittals Form 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. The Area Engineer will update the Contractor's Required Submittals Form with any project specific requirements and cross out or delete those that do not apply prior to providing the document to the Contractor.

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.

When the Contractor has provided the Area Engineer all required submittals, except those mutually agreed upon to be provided at a later date or dates, the Contractor will schedule a preconstruction meeting with the Area Engineer.

Within 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).

The Area Engineer will edit and amend the Preconstruction Meeting Outline, as necessary, to meet the specific needs of the project. The Area Engineer will complete the project information and the Department information prior to furnishing the form to the Contractor.

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, railroad companies (if applicable), and all suppliers at least 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 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 who will be working on this project, as required by Section 5.5, or the Contractors Project Manager, as required by the Special Provision for Cooperation by Contractor and Department (if applicable), , 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 the minutes to all attendees

and principle stakeholders within 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 for the fuel types that are left blank or com	of the applicable fuels. No adjustments in fuel price will be made npleted with a \$0.00 value.
Diesel (x) \$	
Unleaded (y) \$	
Burner Fuel (z) \$	Type of Burner Fuel Used:
Sum $(x + y + z) = $	
	exceed 15% of the original contract amount.
adjustment affidavit Under the penalty of law for perjury or fal	sification, the undersigned,,
(Title)	(Contractor),
and complete to the best of their knowled	submitted in good faith, that the information provided is accurate ge and belief, and that the monetary amount identified accurately e 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:

- 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 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).

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

MAY 1, 2019

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:

- 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, an electronic certified weekly payroll report. The payroll report must be submitted electronically to the Elation System website. The Elation System website can be accessed by logging onto the State of South Dakota's single sign-on website at <u>mysd.sd.gov</u> or can also be accessed at <u>elationsys.com</u>. First time users will need to use the Promotion Code SDDOT-19. The payroll report must be submitted within fourteen (14) calendar days after the end of the workweek. The payroll reports submitted shall set out accurately and completely all the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i). Weekly transmittals must include an individually identifying number for each employee, such as the last four digits of the employee's social security number, but these weekly transmittals must not include full social security numbers or home addresses. The Contractor is responsible for the submission of certified payroll reports by all subcontractors.
- 4. Each certified weekly payroll report must include the most recent South Dakota Department of Transportation (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 Instructions for the SDDOT Statement of Compliance Form are found at <u>sddot.com</u>. 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 Labor Compliance Officer (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

Washington, DC 2021			
Davis-Bacon Act Wage Decisions			
State: South Dakota			
Construction Types: Heavy and Highway			
Counties: South Dakota Statewide	Agency:	U.S. DOL	
General Decision Number: SD180001 Mod-1 04/06/2018 SD1	Wage Decision Number: Counties:	SD Statewie	
	Wage Decision Date:	04/06/2018	
*SUSD2018-001 03-20-2018	Mage Decision Date.	04/00/2010	(mod-1)
LABORERS			_
GROUP GL1		<u>Rates</u> F	
Air Tool Operator; Common Laborer; Landscape Worker; Flagger; Pilot Car Driver	3	18.86	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		17.51	0.00
GROUP GL3			
Asphalt Plant Tender; Pile Driver Leadsman; Form Setter; Oiler/Greaser		18.95	0.00
GROUP GL5			
Carpenter; Form Builder		27.96	0.00
GROUP GL6			
Concrete Finisher; Painter; Grade Checker		21.41	0.00
POWER EQUIPMENT OPERATORS			
GROUP G01			
Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor	(farm type with	20.62	0.00
attachments); Self Propelled Broom; Concrete Routing Machine; Paver Feeder; P	ugmill; Skid Steer		
GROUP G02			
Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self-Propelled Roller		20.66	0.00
Sheepsfoot/50Ton Pneumatic Roller; Pneumatic Tired Tractor or Crawler (includes Power Spray units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Sa			
GROUP G03	177		
Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; B	ackhoes/ Excavators	22.02	0.00
20 tons or less; Crusher (may include internal screening plant); Front End Loader	over 1.25 CY;	22.02	0.00
Rough Motor Grader; Self Propelled Hot Mix Roller; Push Tractor; Euclid or Dump			
Rumble Strip Machine			
GROUP G04			
Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Dragli		23.79	0.00
30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrap GROUP G05	ers; Concrete Pump Truck		
Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 Tons; Cranes/	Derricks/Dradines/Pile	24.77	0.00
Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automa		24.77	0.00
Milling Machine; Bridge Welder	,		
TRUCK DRIVERS			
GROUP GT1			
Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with Tra	iler	21.46	0.00
GROUP GT2			
Semi-Tractor and Trailer; Tandem Truck with Pup		21.66	4.22
ELECTRICIANS			
GROUP E01			
Electrician		26.42	3.85
WELDERS – Receive rate prescribed for craft performing operation to which we			

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 only as provided in the labor contract clauses (29 CFR 5.5(a)(1)(ii)). <u>Contractors are responsible for requesting SDDOT to secure necessary additional work</u> classifications and rates.

*Classifications listed under an "SU" identifier were derived from survey data and the published rate is the weighted average rate based on all 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 PURPLE, 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 General Decision Number: SD180001 Mod-1 04/06/2018 SD1

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: <u>https://dot.sd.gov/doing-business/contractors/labor-compliance/defined-work-classifications-wage-requirements</u>

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.

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

NOVEMBER 20, 2019

The Supplemental Specifications dated November 20, 2019 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: https://dot.sd.gov/doing-business/contractors/standard-specifications/2015-standard-specifications

Operations Support: 605-773-3571

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

NOVEMBER 20, 2019

The Supplemental Specifications for Errata dated November 20, 2019 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: https://dot.sd.gov/doing-business/contractors/standard-specifications/2015-standard-specifications

Operations Support: 605-773-3571

SPECIAL PROVISION FOR PRICE SCHEDULE FOR MISCELLANEOUS ITEMS

JUNE 6, 2018

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

		Cheel Dile Ordinan	
		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	\$28.99/hour
	Control		
634.5	Temporary Traffic	Pilot Car	\$41.88/hour
-	Control		