

EMERGENCY RELIEF (ER)

PROCESSES

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

April 2019



INTRODUCTIONS

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WEBSITE: <http://www.sddot.com/business/local/er/Default.aspx>



EMERGENCY RELIEF (ER) TOPICS

1. FEMA VS ER

**2. CONTRACTING
PROCESSES**

**3. ENVIRONMENTAL
ISSUES**

**4. REIMBURSEMENT
PROCESS**

**5. CONTACT
INFORMATION**

EMERGENCY RELIEF (ER)

1. FEMA vs ER



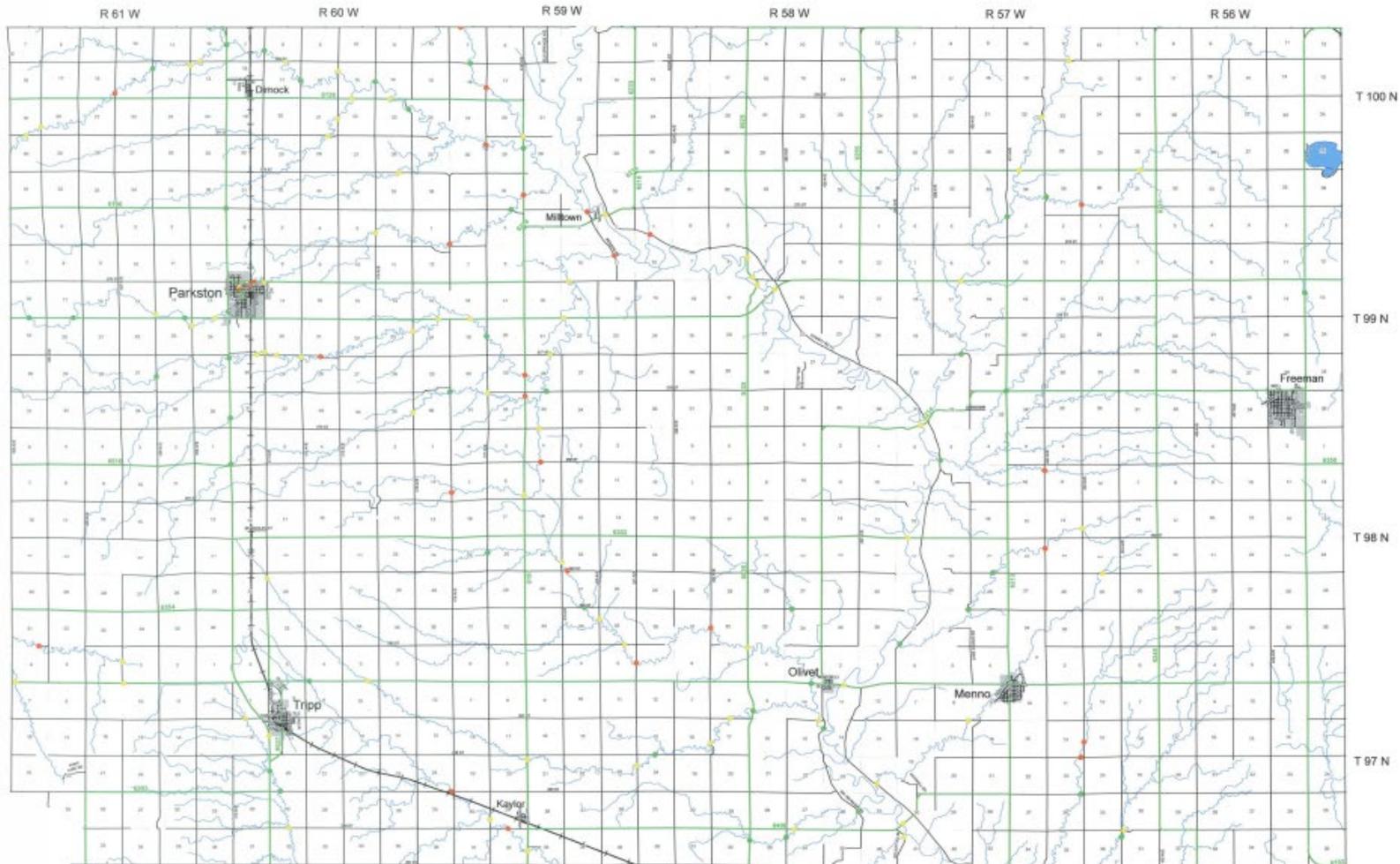
EMERGENCY RELIEF (ER)

1. FEMA vs ER

FEMA: Federal Emergency Management Agency under Homeland Security (Non-Federal Aid Routes)

ER: Emergency Relief under Federal Highway Administration (Federal Aid Routes) **Green Lines on the Map**

Federal Aid Routes = Green Lines on the Map



Prepared by
 South Dakota Department of Transportation
 Division of Planning and Engineering
 in cooperation with the
 U. S. Department of Transportation
 Federal Highway Administration

RESTRICTION OF LIABILITY

The SD-DOT makes no claims, promises or guarantees about the accuracy, completeness or adequacy of the data and expressly disclaims liability of errors and omissions of the data content. No warranty of any kind, implied, expressed or statutory, including but not limited to the warranties of non-infringement, of third-party rights, title, merchantability, and fitness for a particular purpose is given with respect to this data.

Legend

Bridge Condition

- Fair
- Good
- Poor

Local Roads

- Federal Aid Eligible
- Non Federal Aid Eligible



2019

**Federal Aid Eligible
 for
 Hutchinson County**

South Dakota

EMERGENCY RELIEF (ER)

1.FEMA vs ER

- Different Equipment Rates
- Different Fringe Benefits Rate Calculations
- Different Match Ratios on Funding
- Different Flood Damage Thresholds
- Different Eligible Items and activities

EMERGENCY RELIEF (ER)

1. FEMA vs ER

ER PROCESS:

- Flood Occurs
- Photos of all potential sites taken by County
- Compile list of potential ER damage sites with estimated cost and email to ER Coordinator
- Detailed site inspection by SDDOT/FHWA
- Damage is Repaired
- Photos of repaired roadway are taken by County
- Documentation of repair costs retained by County
- Agreement is signed between County and SDDOT
- Documentation of expenses submitted by County to SDDOT
- SDDOT receives Federal funds
- SDDOT reimburses County for eligible expenses
- Project is closed out

EMERGENCY RELIEF (ER)

1.FEMA vs ER

ER:

- \$5,000 per site minimum
- \$700,000 (federal share) per event minimum
- First 180 days – 100% reimbursement
- After 180 days – 81.95% reimbursement
- Cannot pay for expenses incurred prior to event date
- Two years to complete repairs
- Asphalt Surfacing – 81.95%

EMERGENCY RELIEF (ER)

1.FEMA vs ER

ER:

- **Emergency Repair (180 days):**
made during or right after a disaster to restore essential traffic, to minimize the extent of damage, or to protect the remaining facilities
- **Permanent Repair:**
typically require the development of plans, specifications and estimates, and contracts



04.27.2010 17:14

EMERGENCY RELIEF (ER)

2. CONTRACTING PROCESSES



EMERGENCY RELIEF (ER)

A. County Crews do the Work

B. Engineering Contracts

C. Construction Contracts

EMERGENCY RELIEF (ER)

A. County Crews do the Work Force Account

Tie the following to each individual damaged site:

- Timesheets
- Equipment usage - rentals
- Weigh Tickets
- Invoices

EMERGENCY RELIEF (ER)

B. Engineering Contracts

1st 180 Days – Hire whoever you wish, **but**
Federal Regulations still apply.
Task Order Recommended.
Use Consultants on Retainer Contract.
Use approved rates

After 180 Days –
Comply with SDDOT Consultant Selection
Manual
Use Task Orders or Work Orders

EMERGENCY RELIEF (ER)

B. Engineering Contracts

1st 180 Days – Hire whoever you wish, but they need to be on the state retainer contract.

- Have a signed contract.
- Include a Scope of Work.
- Agree to rates and overhead fees (recommend state approved rates be used)
- Notice to Proceed Letter or a copy of Commission meeting minutes where contract was approved.
- If a verbal Notice to Proceed was given, follow up with a written one.

EMERGENCY RELIEF (ER)

B. Engineering Contracts

State retainer contract firms by category are listed on SDDOT website:

<http://www.sddot.com/business/design/consultant/Default.aspx>



Google Custom S Search ×

- [Consultant Services](#)
- [Consultant Training](#)
- [Consultant Estimate](#)

Consultant Services

[Home](#) ▶ [Doing Business](#) ▶ [Engineering/Design Services](#) ▶ [Consultant Services](#)

[Tammy Williams](#), Program Manager, 773.8149

[Consultant Training Presentation Video and Materials](#)

[Consultant Services Manual](#)

Notice of Intent for Various Engineering & Related Services

The department's consultant procurement process is handled in the Administration Program. Solicitation for statements of interest and qualifications is conducted every 3 years through advertisements in newspapers and direct mailing to those that are either on the current list or have shown an interest to be notified. Additional firms may be added in the interim years. If you wish to be contacted in the next round, please contact us.

Each office within the department writes work orders for engineering work. This process includes everything from the scope of services through final payment for work performed.

Page down to:

2017-2019 Consultants - Complete list

Local

- Local - Airport Planning and Design
- Local - Bridge Design
- Local - Bridge Inspection
- Local - Geotechnical Services
- Local - Roadway Design
- Local - RR Plan/Design/Constr. Admin.

LGA - SELECTED Bridge Design

Bridge Design Consultants:

Name

Aason Engineering Co., Inc.

Advanced Engineering and Environmental Services, Inc. (AE2S)

AECOM Technical Services, Inc.

Banner Associates, Inc.

Brosz Engineering, Inc.

Civil Design Inc.

Clark Engineering Corporation

HDR Engineering, Inc.

Hofland Engineering

Houston Engineering

HR Green, Inc.

Infrastructure Design Group, Inc.

InfraStructure, LLC

Interstate Engineering, Inc.

JEO Consulting Group, Inc.

Johnson Engineering Co.

Kirkham, Michael & Associates, Inc.

KLJ

Pierce & Harris Engineering

Short Elliot Hendrickson inc. (S E H)

Ulteig Engineers, Inc.

Road Design Consultants:

LGA - SELECTED Road Design

Name

Aason Engineering Co., Inc.

Advanced Engineering and Environmental Services, Inc. (AE2S)

Banner Associates, Inc.

Brosz Engineering, Inc.

Civil Design Inc.

Clark Engineering Corporation

DGR Engineering

Ferber Engineering Company, Inc.

FMG, Inc.

Goldsmith Heck Engineers, Inc.

HDR Engineering, Inc.

Helms and Associates

Hofland Engineering

Houston Engineering

HR Green, Inc.

Infrastructure Design Group, Inc.

Interstate Engineering, Inc.

Johnson Engineering Co.

JSA Consulting Engineers/Land Surveyors, Inc.

Kirkham, Michael & Associates, Inc.

KLJ

EMERGENCY RELIEF (ER)

B. Engineering Contracts

Task Orders vs Work Orders

EMERGENCY RELIEF (ER)

<http://www.sddot.com/business/design/consultant/Default.aspx>

The screenshot shows the South Dakota Department of Transportation (DOT) website. The header features the DOT logo with the tagline "Connecting South Dakota and the Nation" and the text "SOUTH DAKOTA DOT DEPARTMENT OF TRANSPORTATION". Navigation links include "Careers | Contacts" and social media icons for Facebook, Twitter, YouTube, and LinkedIn. A horizontal menu contains: HOME, TRANSPORTATION, DOING BUSINESS, TRAVELERS, PROGRAMS/SERVICES, INSIDE THE DOT, RESOURCES, and SITE MAP.

A search bar is visible with the text "Google Custom S" and a "Search" button. A sidebar on the left lists "Consultant Services", "Consultant Training", and "Consultant Estimate".

Consultant Services

Home > [Doing Business](#) > [Engineering/Design Services](#) > Consultant Services

Tammy Williams, Program Manager, 773.8149

[Consultant Training Presentation Video and Materials](#)

[Consultant Services Manual](#)

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EMERGENCY RELIEF (ER)

B. Engineering Contracts

**SOUTH DAKOTA DEPARTMENT OF
TRANSPORTATION**

CONSULTANT SERVICES MANUAL



EMERGENCY RELIEF (ER)

B. Engineering Contracts

TASK ORDERS (Page 41)

The LPAs may write a task order under the state's retainer contract, even though they are not a party to the contract. The task order must reference the retainer contract number.

Task Orders are primarily used by LPAs during emergency events when Federal-aid is to be used to reimburse the LPA for their engineering expenses. They are used by the LPA to ensure that the federal processes are followed and the engineering expenses will be eligible for reimbursement.

Task Orders may also be used by LPAs for other instances when Federal-aid is involved and they wish to ensure compliance with the federal consultant contracting procedures.

TABLE V- C. TASK ORDER PROCESS – LPA PROJECTS

RESPONSIBILITY	ACTION
LPA	<ol style="list-style-type: none"> 1. After determining the need for consultant services, LPA contacts SDDOT Project Manager to let them know so that any authorizations can be obtained from the funding agency and to obtain current list of consultant and agreement control numbers. 2. Select a Consultant from the approved list. 3. Verify with the Consultant that they are available and willing to work on the project. 4. Prepare a scope of services in conjunction with and assistance from the SDDOT Project Manager. 5. Send the Consultant a copy of the draft scope and have them verify that the description covers the work as they understand it and have them propose modifications if needed.
CONSULTANT	<ol style="list-style-type: none"> 1. Review the draft scope of work and redline as appropriate for work items that may have been missed or to add further clarification. 2. Return to the LPA. (This may take several cycles until the scope is agreed to.)
LPA	<ol style="list-style-type: none"> 1. Once the scope of work is final, prepare a technical analysis of an estimate of the hours required to complete the tasks. Assistance may be requested from the SDDOT Project Manager. 2. Include the following in the technical analyses: <ol style="list-style-type: none"> a. Types of labor required. b. Number of work hours for each type of labor. 3. Determine an acceptable fixed fee percentage using Derivation of Profit worksheet Form DOT-924 as shown in Appendix B. Do not exceed 15%. 4. Request a cost proposal from the Consultant. An example of a cost proposal is shown in Appendix J or available in spreadsheet format as Form DOT-918 as shown in Appendix J.

**[TASK ORDER AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
[Type GOVERNMENT'S Name] (LOCAL GOVERNMENT)
AND
[Type CONSULTANT'S Name] (CONSULTANT)**

In accordance with the South Dakota Department of Transportation Consultant Services Manual, LOCAL GOVERNMENT has elected to take advantage of the South Dakota Department of Transportation (SDDOT) master retainer agreement with CONSULTANT and is therefore entering into this task order agreement.

GENERAL

Task Order No.: **[Type Task Order #]**

SDDOT Agreement No.: **[Type Contract #]**

Agreement Date: **[Type Contract Date]** _____

A copy of Agreement Control Number by this reference made a part of this Agreement.

CONSULTANT will not be reimbursed for work performed prior to the Notice to Proceed Letter. LOCAL GOVERNMENT cannot issue the Notice to Proceed prior to final execution of this task order.

PROJECT INFORMATION

Project No.: **[Project #]**, County: **[Type County]**, PCN: "**[Type PCN # if applicable]**"

Project Location: **[Location]**

Project Type: **[Type of Work]**

SCOPE OF WORK

1.

2.

SERVICES REQUIRED

See attached breakdown sheet for labor hours and costs, fringe benefits, overhead, any other direct costs, and fixed fee

EMERGENCY RELIEF (ER)

C. REPAIR WORK BY CONTRACTOR

1. County Annual bids
2. Three Quotes
3. Negotiated Contract
4. Permanent Repair - Bid Letting

EMERGENCY RELIEF (ER)

C. REPAIR WORK BY CONTRACTOR

1. Annual bids

- a) Advertisement for bids (*Example 1*)
- b) Commission meeting minutes of approval (*Example 2*)
- c) Copy of contract (*Example 3*)
- d) Davis Bacon and FHWA 1273 (*Example 4, 5, and 6*)

EXAMPLE 1

Proof of Advertisement

Aurora County NOTICE OF BIDS

Aurora County will accept sealed bids for the repair of a bridge abutment 6 miles north and 4.4 miles east of Plankinton, SD. Work will require dewatering, excavating behind backwall, repairing abutment and repairing roadway. Work needs to be completed by November 19, 2010. Envelopes should be marked with "bridge bid" and will be opened on November 8, 2010 at 9:00 am.

Aurora County reserves the right to reject any or all bids.

For questions, call: 605-942-7166.

Please submit bids to:

**Aurora County Auditor
PO Box 397
Plankinton, SD 57368**

(Publ: 10-27/11-3-10)

Unapproved
MARSHALL COUNTY COMMISSION MEETING
March 2, 2010
Britton, South Dakota

The board attended a meeting with Governor Rounds, cities, townships, tribes and EM personnel at the North Britton Fire hall in Britton, to discuss probable flooding concerns. The Board of County Commissioners met in regular session at 10:00 a.m. on March 2, 2010 at the Marshall County Courthouse. Members present were Commissioner DeVinc, Commissioner [redacted] presided. Commissioner DeVinc was absent.

AGENDA:

Commissioner [redacted] moved, Commissioner [redacted] seconded to approve the agenda for March 2, 2010. All members present voted aye.

MINUTES:

Commissioner [redacted] moved, Commissioner [redacted] seconded to approve the minutes of February 16 & 23, 2010. All members present voted aye.

CLAIMS:

Commissioner [redacted] moved, Commissioner [redacted] seconded to approve and pay the following claims. All members present voted aye.

PROFESSIONAL SERVICES & FEES	
BANKS GOSCH CREMER	1,126.00
JOHNSON CONTROLS	3,406.80
LEWIS & CLARK BNS	142.00
PORTANTON LAW OFFICE	3,500.00
YANKTON COUNTY SHERIFF'S	25.00
REPAIRS & MAINTENANCE	
BARD, BRIAN	94.52
BEST BUSINESS PROD INC	26.25
BOHLS OF BRITTON	28.83
ROTLER MACHINERY CO	447.83
CENEX FLEETGARD	149.17
CRAWFORD TRUCKS	103.81
EMITE'S AUTO	245.73
FIRST NATIONAL BANK	35.36
SUPPLIES & MATERIALS	
AREA IV SENIOR NUTRITION	160.00
B & G SANITATION INC	70.00
BARD, BRIAN	240.00
BAUS OIL CO	1,344.00
BLACK HILLS AMMUNITION	469.50
BRITTON LUMBER COMPANY	67.32
BOHLS OF BRITTON	71.50
CRAWFORD TRUCKS	54.80
EDEN OIL	25,350.00
FIRST NATIONAL BANK	13.76
HAALAND, LINDA	29.95
HWY 10 STEAKHOUSE	585.00
KENS FOOD FAIR	36.04
MATTHEW BENDER & CO INC	33.47
MEYER HARDWARE BANK	211.69
OFFICE EQUIPMENT CO INC	277.20
OLSEN, STELLA	5.88
PIONEER PRODUCTS INC	.00
PMB 0112	60.00
POSTMASTER	44.00

EXAMPLE 2

Commission Meeting Minutes

CONTRACT

This Agreement, made and entered into this 24th day of August, 2010 between the Butte County Commission, Watertown, South Dakota, hereinafter called the *Owner*, and Stimson Construction, hereinafter called the *Contractor*:

1. WITNESSETH: That the said contractor having been awarded the contract for:

County Road 21-2 Rip Rap Project

County, South Dakota

In accordance with the bid thereof, which is bound herewith, for, in consideration of the premises, of the covenants and agreements and of the payments herein specified to be made and performed by the Owner. The Contractor hereby agrees, under the guarantees and penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of this agreement, to and with the Owner to undertake and execute all of the said named work in good, substantial and workman-like manner, furnish all the materials, all tools and labor necessary to properly perform and complete the project ready for use in strict accordance with the attached *Plans and Specifications*, and any revisions thereto in effect at the time of the signing of this contract and to accept as full compensation therefore the unit prices named in the bid attached hereto and made a part hereof.

2. The prices named in the bid attached hereto are for the completed work and include the furnishing of all materials, labor, tools and appliances, expenses, direct or indirect connected with the proper execution of the work in accordance with the *Plans and Specifications* for the work and maintaining the same until it is accepted by the Owner.
3. It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any Subcontractor shall not require any worker employed in the performance of this contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined under construction safety and health standards, and must comply with drug testing requirements in accordance with D.O.T. anti-drug regulations.
4. During the performance of this contract, the Contractor, for himself, his assignees and successors in interest, hereinafter referred to as the *Contractor*, agrees to the following:

EXAMPLE 3

Contract

EXAMPLE 4

Wage Rates

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

General Decision Number: SD180001 Mod-1 04/06/2018 SD1

Agency: U.S. DOL

Wage Decision Number: SD180001 SD1

Counties: SD Statewide

Wage Decision Date: 04/06/2018 (Mod-1)

*SU SD2018-001 03-20-2018

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/Dragnines/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/Dragnines/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

Rate Fringes

18.86 0.00

17.51 0.00

18.95 0.00

27.96 0.00

21.41 0.00

20.62 0.00

20.66 0.00

22.02 0.00

23.79 0.00

24.77 0.00

21.46 0.00

21.66 4.22

26.42 3.85

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)). 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 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

EXAMPLE 4

Wage Rates

<http://www.sddot.com/business/contractors/labor/wcwr/Default.aspx>

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

EXAMPLE 5 (12 PAGES) Federal Contract Provisions

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

EXAMPLE 5
(12 PAGES)
Federal Contract Provisions

<http://www.sddot.com/business/local/er/Default.aspx>

EXAMPLE 6

EMERGENCY RELIEF MANUAL

(Federal-Aid Highways)

May 2013

P. 56 EXCERPT:

4. Contract Requirements

Contracts for both permanent repair work and emergency repairs must incorporate all applicable federal requirements. As such, FHWA Form 1273 must be included in all contracts pursuant to 23 CFR 633.102. FHWA Form 1273 includes, but is not limited to, the following requirements:

a. Davis-Bacon Act

Generally, 23 U.S.C. 113 requires that all laborers and mechanics employed for construction work on Federal-aid highways shall be paid wages at rates not less than those prevailing wages as determined by the Secretary of Labor under the Davis-Bacon Act. This provision cannot be waived by the FHWA.

You will need to amend your annual contract to include Davis Bacon Wage Rates and FHWA Form 1273.

EMERGENCY RELIEF (ER)

C. Repair Work by Contractor

2. Three Quotes – Solicited Contract

- a) Summary of Quotes (*Example 7*)
- b) Contract (*Example 8*)
- c) Invoices (*Example 9*)

“b. Solicited Contract

A solicited contract may be warranted due to the emergency character of the work. The State may contact a reasonable minimum number of contractors by telephone to solicit quotes for a specific scope of work. A summary showing how the solicitation was conducted, who was contacted, and the responses by the contractors must be prepared.”

EXAMPLE 7

Summary of Quotes

Office of Superintendent of Highways,
DEWATERING COUNTY
1701 10th STREET NW
SIOUX FALLS, SD 57201
PHONE (605) 882-6271
FAX (605) 882-6270

August 17, 2010

FIRMS CONTACTED FOR RIP RAP PROJECT

8/17/10 10:30 AM Kriech Construction, Called 947-4204 and
emailed documents to kasha@itctel.com

8/17/10 10:45 AM Stimson Construction, Called 886-7596, left
message, Roger picked up documents

8/17/10 10:50 AM Miller Construction, Called 466-2196, emailed
documents to millerconstruction01@yahoo.com

8/17/10 11:00 AM R & G Construction, 507-537-1473, Faxed
documents to 507-537-0513

8/17/10 11:10 AM Bates Construction, 605-432-4140, Faxed
documents to 605-432-6068

8/17/10 11:20 AM Lewandowski Construction, 605-938-4759,
Faxed documents to 605-938-4754

8/17/10 Mailed documents to Mike Raml, Kranzburg

EXAMPLE 8

Scope of work

Contract

County Road 21-2 Rip Rap Project

The successful Contractor shall furnish all equipment, labor and materials including traffic control. The scope of work will be to furnish and install approximately 5,160 tons of Class B Rip Rap and 860 tons of gravel at three locations on county Road 21-2 adjacent to Goose Lake as indicated on attached map. Site # 1 would be approximately 1,650 tons rip rap and 275 tons gravel, Site # 2 would be approximately 840 tons rip rap and 140 tons gravel tons gravel and Site 3 would be approximately 2,670 tons rip rap and 445 tons gravel. Specifications for Class B Rip Rap and gravel are attached. Scale tickets shall be provided for all loads delivered to site. All quotes shall be returned to the address below by 5:30 PM on Monday, August 23, 2010. All work must be completed by September 15, 2010. Failure to complete project on specified date would result in a 20% penalty for any portion not completed. Performance Bond and Insurance Certificate shall be provided before starting work. All quotes shall be submitted on *QUOTE SHEET* provided by _____ County. For more information please contact:

_____ County Highway Department
1201 Tenth Street NW
_____ SD 57201
Phone 605-882-6271
Fax 605-882-6270
Cell 605-881-0845

EXAMPLE 9 Invoices

O'Connor & Son Trucking Inc
 41340 SD Hwy 38
 Mitchell SD 57301
 605-996-5324

Invoice

Date	Invoice #
12/31/2010	778

*Happy County
 Site #1
 Flood A -2010*

Bill To
HAPPY COUNTY PO BOX 68 HAPPY, SD 57368

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
172.89	HAULING RIP RAP "B" NORTH ON HIGHWAY 281 TO HOLLOWAY CONST. <i>F10-34TBS16</i>	9.90	1,711.61

APPY NEW YEAR!!!!		Total	\$1,711.61
-------------------	--	--------------	------------

EMERGENCY RELIEF (ER)

C. REPAIR WORK BY CONTRACTOR

3. NEGOTIATED CONTRACT

“Under certain emergency circumstances where it is critical to restore essential travel in an expedited manner, it may be appropriate to enter into a negotiated contract with one firm.”

- Document the selection process
- Negotiate a reasonable price
- Only when other methods are not feasible
- Determine unit prices for work to be performed, avoid Lump Sum Contracts

EMERGENCY RELIEF (ER)

C. REPAIR WORK BY CONTRACTOR

4. BID LETTING

“**2. Permanent repair** and reconstruction work, not accomplished as emergency repairs, must be done by contract awarded by competitive bidding unless the State demonstrates some other method is cost effective as described in 23 CFR 635.204. The contracting agency must assure an opportunity for free, open, and competitive bidding, including adequate publicity of the advertisements or call for bids.”

Include Davis Bacon and FHWA 1273.

“Permanent Repairs” are contracts after 180 days, and any grade raises.

EMERGENCY RELIEF (ER)

C. REPAIR WORK BY CONTRACTOR

4. BID LETTING

- 1) Plans are prepared by a Consulting Engineer
- 2) Plans are reviewed and approved by SDDOT and FHWA
- 3) Must use SDDOT Standard Specifications
- 4) Must use SDDOT Bid Item Numbers

a. Local Government Bid Letting

Include State Boiler Plate for ER from SDDOT ER website

Must be approved to advertise and let project to bids

b. SDDOT Bid Letting

Grade Raises

Bridges (???)

- picture

EMERGENCY RELIEF (ER)

3. ENVIRONMENTAL ISSUES



EMERGENCY RELIEF (ER)

3. Environmental Issues

- A. State Historic Preservation Office (SHPO)**
- B. Corps of Engineer 404 Permit**
- C. Wetland Mitigation**
- D. Storm Water Permit**
- E. Topeka Shiner**

“Repair projects under the ER program must comply with the requirements of the National Environmental Policy Act (NEPA)”

EMERGENCY RELIEF (ER)

3. Environmental Issues

A. State Historic Preservation Office (SHPO)

- Borrow sites for fill material
- Contact Joanne Hight, SDDOT Environmental Engineer and request SHPO clearance. Joanne.Hight@state.sd.us 773-3721
- Need a good map (Google map preferred) showing Section, Township, Range and quarter information – the smaller the area of description the better.
- State that it is an Emergency project
- Expect 1 week turn around

EMERGENCY RELIEF (ER)

3. Environmental Issues

A. State Historic Preservation Office (SHPO)

- Borrow sites for fill material

If you are using material from a gravel pit, you do not need SHPO clearance.

If you are getting fill material from adjacent property, you **MUST** get SHPO clearance.

EMERGENCY RELIEF (ER)

3. Environmental Issues

B. Corps of Engineer 404 Permit

1. Normal Maintenance activities do not require 404 Permit:

Replacing Gravel

Replacing a washed out pipe with the same size pipe.

2. Activities that DO require a 404 Permit:

Installing a larger pipe.

Betterments

When in doubt, ask.

EMERGENCY RELIEF (ER)

3. Environmental Issues

C. Wetland Impacts

EMERGENCY RELIEF (ER)

3. Environmental Issues

D. Storm Water Permits

Any construction activities disturbing one or more acres, must have a storm water permit and a Storm Water Pollution Prevention Plan (SWPPP)



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
NOTICE OF INTENT (NOI)
to Obtain Coverage Under the SWD General Permit for
Stormwater Discharges Associated with Construction Activities

Submit form to: SD Department of Environment and Natural Resources
Surface Water Quality Program
523 East Capitol Avenue
Pierre, South Dakota 57501
stormwater@state.sd.us
Telephone: 1-800-SDSTORM

ALL QUESTIONS MUST BE ANSWERED COMPLETELY FOR THIS FORM TO BE VALID

I. Site Owner Contact Information:

Company Name: _____
Primary Contact Person: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Email Address: _____
Type of Ownership: Private Federal State Other (Municipal, County, etc.)
(any type not listed previously)

II. Contractor Information:

Will any contractors be responsible for erosion and sediment control practices: Yes No
(A contractor certification form must be submitted for each contractor that will have day to day responsibility for erosion and sediment control practices. If these contractors have not been identified at the time this NOI is submitted, the contractor certification form may be submitted after they have been identified, but before they begin construction work.)

III. Engineering Firm Contact Information (if applicable):

Contact Person: _____
Contact's Email Address: _____

IV. Construction Project Information:

Project Name: _____
Physical Project Address or Description of Construction Site Location: _____
City: _____ State: _____ Zip Code: _____
On-Site Contact Person: _____
Contact's Email Address: _____
Contact's Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ County of Construction Site: _____
Latitude: _____ Longitude: _____ Source (GPS, Google, etc.): _____
Quarter(s): _____ Section(s): _____ Township(s): _____ Range(s): _____

<http://denr.sd.gov/des/sw/eforms/CGPAppendixANOI2018Fillable.pdf>

EMERGENCY RELIEF (ER)

Environmental Issues

E. Topeka Shiner

- A. Moving water – not sloughs
- B. Take appropriate action – diversions
- C. Request a biologist to evaluate site
- D. 42” pipes or greater



EMERGENCY RELIEF (ER)

4. REIMBURSEMENT PROCESS



EMERGENCY RELIEF (ER)

4. Reimbursement Process

- A. County Crews do the Work
- B. Engineering Contracts
- C. Contractor does the Work

EMERGENCY RELIEF (ER)

4. Reimbursement Process

INCLUDE THE FOLLOWING ON YOUR DOCUMENTATION:

- Year
- County
- Site Location
- Summary of expenses – what do you expect to be paid
 - Direct Labor -- Contractor expenses
 - Fringe Benefits -- Materials
 - Equipment
- Do not include expenses incurred prior to the event date
- Do not include regular maintenance activities (mowing)

EMERGENCY RELIEF (ER)

4. Reimbursement Process

A. County Crews Do the Work (Force Account)

1. Job Report
 - a) *Project Cost Record Journal (Example 10)*
 - b) *Job Cost Report (Example 11)*
2. Hourly Rates for each employee
Direct Labor Rate (Example 12)
3. Indirect Labor Rate Calculation
2019 Cost Allocation for Fringe Benefits Spreadsheet (Example 13)
4. Equipment Rate Sheet *(Example 14)*
5. Tickets or Invoices for Material *(Example 15 and 16)*

EXAMPLE 10

Project Cost Record Journal

FROM DATE: 08/05/2008

TO DATE: 08/07/2008

PROJECT TYPE: GRA

COUNTY HIGHWAY DEPARTMENT

PROJECT COST RECORD JOURNAL

PAGE: 1

DATE	CODE	HOURS	DIR:AMT	LABOR TOTAL	EQUIP TOTAL	MAT COST	VOUCH COST	ITEM DESCRIPTION	FUNCTION DESCRIPTION
TRACER	FUND	INDEX	IND:AMT			QUANTITY		FUND DESCRIPTION	OBJECT DESCRIPTION AUDITOR DESCRIPTION
08/05/2008		5.09	62.70	68.34				EQ OPERATOR	412 Draggrade/blade
L20082190102	311	58.45	36.64					ROAD & BRIDGE	116 Employees -hrly 411 SALARY
08/07/2008		6.00	75.24	119.20				EQ OPERATOR	611 Floods and washouts
L20082200101	313	58.43	43.96					SNOW REMOVAL	116 Employees -hrly 411 SALARY
08/05/2008		9.00	11.33	176.38				TRUCK DRIVER	611 Floods and washouts
L20082180107	313	58.43	69.05					SNOW REMOVAL	116 Employees -hrly 411 SALARY
08/07/2008		9.00	111.33	178.28				TRUCK DRIVER	611 Floods and washouts
L20082200107	313	58.43	55.05					SNOW REMOVAL	116 Employees -hrly 411 SALARY
08/05/2008		15.00	193.53	289.93				TRUCK DRIVER	611 Floods and washouts
L20082180109	313	58.43	108.52					SNOW REMOVAL	116 Employees -hrly 411 SALARY
08/06/2008		10.00	122.00	193.28				TRUCK DRIVER	611 Floods and washouts
L20082180108	313	58.43	71.28					SNOW REMOVAL	116 Employees -hrly 411 SALARY
08/07/2008		2.50	30.50	48.92				TRUCK DRIVER	611 Floods and washouts
L20082200112	313	58.43	17.82					SNOW REMOVAL	116 Employees -hrly 411 SALARY
08/05/2008		2.00	25.74	40.78				MECHANIC	442 Drainage/culverts
L20082180112	311	58.43	15.04					ROAD & BRIDGE	116 Employees -hrly 411 SALARY
08/06/2008		9.00	125.57	165.77				FOREMAN	611 Floods and washouts
L20082180116	313	58.43	72.20					SNOW REMOVAL	116 Employees -hrly 411 SALARY
08/06/2008		19.00	137.30	217.52				FOREMAN	611 Floods and washouts
L20082190110	313	58.43	82.72					SNOW REMOVAL	116 Employees -hrly 411 SALARY
08/07/2008		2.00	27.48	43.50				FOREMAN	611 Floods and washouts
L20082200114	313	58.43	18.04					SNOW REMOVAL	116 Employees -hrly 411 SALARY
08/07/2008		8.00	106.84	174.02				FOREMAN	611 Floods and washouts
L20082200115	313	58.43	84.18					SNOW REMOVAL	121 Overtime pay-premium 411 SALARY
08/07/2008		0.00	54.92	87.01				FOREMAN	611 Floods and washouts
L20082200115	313	58.43	32.09					SNOW REMOVAL	121 Overtime pay-premium 411 SALARY
08/07/2008		7.50	91.50	144.96				TRUCK DRIVER	611 Floods and washouts
L20082220117	313	58.43	53.46					SNOW REMOVAL	121 Overtime pay-premium 411 SALARY
08/07/2008		0.00	45.75	72.48				TRUCK DRIVER	611 Floods and washouts
L20082200118	313	58.43	28.73					SNOW REMOVAL	121 Overtime pay-premium 411 SALARY
08/05/2008	39	5.00			400.00			EASE MAINTAINER	412 Draggrade/blade
L20082190102	701							EQUIPMENT RENTAL	615 Petrol rental rate 4200 RENTAL RATE CO EQUIP
08/07/2008	09	0.00			480.00			EASE MAINTAINER	611 Floods and washouts
E20082300101	701							EQUIPMENT RENTAL	615 Petrol rental rate 4200 RENTAL RATE CO EQUIP
08/05/2008	32P	1.00			25.00			PICKUP	611 Floods and washouts
E20082180109	731							EQUIPMENT RENTAL	611 Equipment rental PU 4092 RENTAL RATE CO EQUIP
08/06/2008	54	9.00			540.00			DUMP TRUCK	611 Floods and washouts
E20082180110	701							EQUIPMENT RENTAL	612 Truck rental rate 4262 RENTAL RATE CO EQUIP
08/05/2008	10E	4.00			41.00			BACKHOP TRAILER	611 Floods and washouts
L20082180111	701							EQUIPMENT RENTAL	618 Trailer rental rate 4262 RENTAL RATE CO EQUIP

EXAMPLE 11

Job Cost Report

Asset Code	Date	Exp		Description	Fun / Fnc / Obj	Units	Direct Cost	Indirect Cost	Total Cost	Pr Cd
		Typ	Refer.#							
PRD 18-64.9	06/21/07	1	TC23	23	employee	201 435 116	2.00	25.74	12.44	38.18 0
Subtotal for Expense Type							2.00	25.74	12.44	38.18
PRD 18-64.9	06/21/07	2	TC23	23	BACKHOE	201 435 611	2.00	100.00	.00	100.00 0
Subtotal for Expense Type							2.00	100.00	.00	100.00
Subtotal for Function RESHAPING							4.00	125.74	12.44	138.18
PRD 18-64.9	05/15/07	1	TC24	24	employee	201 612 116	1.50	19.73	9.54	29.27 0
PRD 18-64.9	05/15/07	1	TC23	23	"	201 612 116	5.00	64.35	31.10	95.45 0
PRD 18-64.9	05/15/07	1	TC16	16	"	201 612 116	4.00	51.48	24.88	76.36 0
PRD 18-64.9	05/23/07	1	TC18	18	"	201 612 116	1.50	19.31	9.33	28.64 0
PRD 18-64.9	08/09/07	1	TC24	24	"	201 612 116	1.00	13.15	6.36	19.51 0
Subtotal for Expense Type							13.00	168.02	81.21	249.23
PRD 18-64.9	05/15/07	2	TC24	16	LOADER	201 612 611	1.50	75.00	.00	75.00 0
PRD 18-64.9	05/15/07	2	TC23	23	BACKHOE	201 612 611	4.00	200.00	.00	200.00 0
PRD 18-64.9	05/15/07	2	TC23	0316	1.1/4 TON 4X4(40209)	201 612 611	1.00	20.00	.00	20.00 0
PRD 18-64.9	05/15/07	2	TC16	0530	GRAVEL TRUCK	201 612 611	4.00	150.00	.00	150.00 0
PRD 18-64.9	05/23/07	2	TC18	0317	DODGE PCKUP/HYDR	201 612 611	1.50	30.00	.00	30.00 0
PRD 18-64.9	08/09/07	2	TC24	23	BACKHOE	201 612 611	1.00	50.00	.00	50.00 0
Subtotal for Expense Type							13.00	535.00	.00	535.00
PRD 18-64.9	05/15/07	3	TC16		ROCK STOCKPILE	201 612 354	26.00	131.56	.00	131.56 0
PRD 18-64.9	05/23/07	3	WAREHOU	10	TEL POSTELES	201 612 332	2.00	29.00	.00	29.00 0
PRD 18-64.9	05/23/07	3	WAREHOU	BUMP	BUMP	201 612 331	2.00	12.36	.00	12.36 0
PRD 18-64.9	05/23/07	3	WAREHOU	AHEAD	AHEAD	201 612 331	2.00	25.73	.00	25.73 0
PRD 18-64.9	08/09/07	3	TC24		GRVL STOCKPILE	201 612 351	3.00	10.21	.00	10.21 0
Subtotal for Expense Type							35.00	208.83	.00	208.83
PRD 18-64.9	06/27/07	4	MTRL62707		5/14 TON 3" SML ROCK	201 612 354	48.00	252.00	.00	252.00 0
PRD 18-64.9	06/27/07	4	MTRL62707		5/14 TON 6" OVRSIZE	201 612 354	64.00	294.00	.00	294.00 0
PRD 18-64.9	06/27/07	4	MTRL62707		5/15 TON BLACK DIRT	201 612 356	26.00	45.50	.00	45.50 0
Subtotal for Expense Type							138.00	591.50	.00	591.50
Subtotal for Function REPAIR WASHOUT							219.00	1503.35	81.21	1584.56
PRD 18-64.9	05/10/07	1	TC24	24	employee	201 613 116	1.00	13.15	6.36	19.51 0
PRD 18-64.9	05/10/07	1	TC24	24	"	201 613 116	.50	6.58	3.18	9.76 0
PRD 18-64.9	05/10/07	1	TC23	23	"	201 613 116	1.00	12.87	6.22	19.09 0
PRD 18-64.9	05/14/07	1	TC24	24	"	201 613 116	10.00	131.50	63.60	195.10 0
PRD 18-64.9	05/14/07	1	TC24	24	"	201 613 116	1.00	13.15	6.36	19.51 0
PRD 18-64.9	05/14/07	1	TC23	23	"	201 613 116	10.00	128.70	62.20	190.90 0
PRD 18-64.9	05/14/07	1	TC23	23	"	201 613 116	1.00	12.87	6.22	19.09 0
PRD 18-64.9	05/14/07	1	TC16	16	"	F 201 613 116	3.00	35.61	18.66	57.27 0
PRD 18-64.9	05/23/07	1	TC69	69	"	201 613 116	3.00	27.00	13.50	40.50 0
PRD 18-64.9	05/23/07	1	TC23	23	"	201 613 116	3.00	38.61	18.66	57.27 0

EXAMPLE 12

Employee Direct Labor Rate Summary

HAPPY COUNTY HIGHWAY DEPARTMENT

EMPLOYEE SUMMARY FOR ALL EMPLOYEES

AS OF 1/1/2019

CODE	NAME	STREET	CITY/STATE/ZIP	RATE
11111	JOE SMITH	212 MAIN	ALLENTOWN, SD 57777	\$15.00
11113	ROBIN BLACK	800 JAY ST	ALLENTOWN, SD 57777	\$16.00
11115	HARRY POTTER	208 CENTER ST	ALLENTOWN, SD 57777	\$ 19.50
11117	JON DOE	PO BOX 200	ALLENTOWN, SD 57777	\$ 19.50
11119	PAUL SPEEDY	1704 GARFIELD	ALLENTOWN, SD 57777	\$14.00
11121	MARGE SIMPSON	305 GOODYEAR	ALLENTOWN, SD 57777	\$15.00
11123	LEONARD SKYNNER	999 WEBER	ALLENTOWN, SD 57777	\$16.00
11125	MARK THOMPSON	PO BOX 212	ALLENTOWN, SD 57777	\$17.00

EXAMPLE 13 2019 Cost Allocation Plan for Fringe Benefits Spreadsheet

Found at: <http://www.sddot.com/business/local/docs/2019Costallocationplanforfringebenefits.xlsx>

Fringe Benefit Cost Allocation Plan for ??? County					
Section I - Rates					
	Rate Type		Effective Period	Rate*	Applicable to:
Fringe Benefits	Fixed with carry forward		Jan 1 - Dec 31, 2019	67.00%	All projects
*Base: Total direct project salaries and wages					
Section II - Carry Forward Calculation					
Calendar Year 2017		2019 Fringe Benefit Rate			
Carry Forward	-	Carry Forward from CY 2017		17,260.49	
Fringe Benefit Costs	230,447.49				
Total Fringe Benefit Costs	230,447.49	A.	Estimated 2019 Fringe Benefit Costs (from CY 2019 Budget)	260,422.00	
Recovered Costs:					
Direct Salaries	409,974.84	B.	Total Estimated 2019 Fringe Benefit Costs	277,682.49	
times Fringe Rate	52.00%				
Total Recovered Costs	213,187.00	C.	Estimated 2019 Direct Salaries (from CY 2019 Budget)	414,450.00	
Fringe Benefits Carry Forward	17,260.49				
	To CY 2019	2019 Fringe Benefit Rate: (Fringe Benefit Costs/Direct Salaries)		67.00%	

The fixed rate is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, any differences between the application of the fixed rate and actual costs will result in an over- or under-recovery of costs. The over- or under-recovery will be carried forward, as an adjustment to the calculation of the fringe benefit rate, to the second calendar year subsequent to the calendar year covered by this plan.

This is an example only. You will need to put your dollar amounts on the Tab (Section III) they will carry over to this tab. You will need to put your 2017 % on line 16 of this Tab.

Equip. Rental Rates 2007
Per Hour.

EXAMPLE 14

Equipment Rates

AS OF: 12/31/2007

HIGHWAY DEPARTMENT
EQUIPMENT REPORT

PAGE: 1

Ecode	Year	Make	Model	Description	Rate	Type
BR1	1967	HENKE	UB-8	BROOM	25.00	BROOM
C1	1959	KOLMAN	202	CONVEYOR	21.00	CONVEYO
CB1	1969	CASE	580	CASE BACKHOE #1	22.00	BACKHOE
CHAIN				CHAINSAWS	0.00	
CHIP	1969	KOEHRING	K	CHIP SPREADER	35.00	CHIPPER
CPS	1997	CPST	SBD	DUMP TRAILER	21.00	TRAILER
CPS*	1994	CPS		RENTAL CPS TRAILER	21.00	TRAILER
D1	1973	HC DOZER CRAWLWE	TD 20C	DOZER CRAWLER	47.25	CRAWLER
DISK		KEWANEE		DISK 19 FOOT	25.00	PULL
DIST	1967	ROSCO		DISTRIBUTOR	30.00	OILER
FBT				FLATBED TRAILER	3.15	TRAILER
FT-20	1994	BLAIR	20+4GNFB	FLATBED TRAILER	15.75	TRAILER
GENE	2005	COLEMAN POWERMAT	B750	GENERATOR	10.50	8750WAT
L1	1974	CATERPILLAR	950	LOADER #1	57.00	LOADER
L2	2003	CAT	950G	950 G CAT LOADER	60.00	LOADER
LOBO	1972	LOADKING		LO-BOY TRAILER	13.00	TRAILER
M3	1989	CASE INERNATIONAL	485 D	MOWER #3	30.00	MOWER
M3-D	1989		485D & DIGGER	M3/WITH POST DIGGER	35.00	MOWER
M4	1989	CASE INTERNATIONAL	485 D	MOWER #4	30.00	MOWER
M8	2001	NEW HOLLAND	TS110 & 2 TRR120(TM)	MOWER#8	35.00	TRACTOR
MW	2001	TEBBEN	TC94-700-MC	7' ROTARY MOWER	10.50	MOWER
OST	1953	KENTUCKY		OIL STORAGE TANK	0.00	10,000G
OW-7		FALLS		ONEWAY PLOW TRK#7	25.00	SNOWPLO
OW-9		FALLS		ONEWAY PLOW TRK#9	25.00	SNOWPLO
P1	2006	CATERPILLAR	140H BR	PATROL#1	45.00	PATROL
P2	2001	CATERPILLAR	140H	PATROL#2	45.00	PATROL
P3	2001	CATERPILLAR	140H	PATROL#3	45.00	PATROL
P4	2004	ID 770CH SERIES II		PATROL#4	45.00	PATROL
PACK	1977	BROTHERS	SP2000	PACKER-ROLLER	25.00	PACKER
PAVER		MILLER	MS708A	MILLER ASPHALT	22.00	PAVE
PCT	1973	CHAMPION PNEUMATIC	MC-2A	PORTABLE AIR COMPRESSOR	55.00	AIR COMP
PP1	2005	CHEVY	CK25903	PICKUP#1	30.00	PICKUP
PP2	1994	K20-P	CHEVORLET	PICKUP #2	30.00	PICKUP
PP3	1994	1 TON DUALY/DUMPB	CHEVY	PICKUP #3	30.00	PICKUP
PP4	1999	DODGE	RAM 1500	PICKUP#4	30.00	PICKUP
PP5	2003	CHEVORLET	SILVERADO	PICKUP#5	30.00	PICKUP
PT		PICKUP BOX		PATCHING TRAILER	3.00	TRAILER
PW		LINCOLN		PORT. WELDER	0.00	WELDER
PWASH				PRESSURE WASHER	0.00	
RT	1991		A.V.F RAIL-TIE LTD	RETRIEVER	13.00	RETRIEV
SCS	1992	SWENSON SPREADER		SMALL CHIP SPREADER	22.00	CHIPPER
SHRED		CHIPMORE CHIPPER	T480	TREE SHREDDER	25.00	
SS	1993	SWENSON	V BOX SPREADER	SWENSON SALTSANDER	30.00	SALTSAN
ST#1				SIGN TRAILER #1	0.00	SIGN TR
ST#2				SIGN TRAILER #2	0.00	SIGN TR
ST#3				SIGN TRAILER	0.00	SIGN TR
ST#4				SIGN TRAILER #4	0.00	SIGN TR

Continued on PAGE 2

EXAMPLE 15

Invoices

County Highway Department DAILY HAULING CARD

Date: 10-5-10

Driver's Name: Joe

Rental Truck: _____

Start Time: _____

End Time: _____

Total Hours: _____

Tare Weight: _____

TRUCK TRAILER NO.	PRODUCT	SOURCE	DESTINATION	TONS
F-94BD-1	pit run	Dinger's pit	1.2	23.7
PT-3	pit run	Dinger's pit	1.2	15.4
F-94BD-1	"	"	1.2	23.1
PT-3	"	"	1.2	16.2
F-94BD-1	"	"	1.2	24.0
PT-3	"	"	1.2	16.0
F-94BD-1	"	"	1.2	23.8
PT-3	"	"	1.2	16.4
F-94BD-1	"	"	1.2	23.3
PT-3	"	"	1.2	15.8
				197.70

County Highway Department DAILY HAULING CARD

Date: 10-5-10

Driver's Name: Kathy

Rental Truck: _____

Start Time: _____

End Time: _____

Total Hours: _____

Tare Weight: _____

TRUCK TRAILER NO.	PRODUCT	SOURCE	DESTINATION	TONS
F47	Gravel	Shopyard	RD 20.4	13.0 + 16.0
pup 8	Pit Run	Dinger's Pit	RD 01.2	13.3 + 16.4
↓	"	"	"	14.3 + 16.5
↓	"	"	"	14.2 + 16.5
↓	"	"	"	14.5 + 16.0
↓	"	"	"	14.7 + 16.5
				181.90

EXAMPLE 16

Invoices



Huron Culvert and Tank
 220 Fourth Street N.W.
 P.O. Box 1439
 Huron, SD 57350 USA
 Telephone: 605-352-8643

Bill To:
 CO. HWY DEPT.
 1518 EAST SEVENTH AVENUE
 HURON, SD 57350

This is in site 4

Invoice 188364

Customer SCH1 **EXAMPLE 7**

Invoice labor will be supplied by County

Ship To:
 CO. HWY DEPT.
 1518 EAST SEVENTH AVENUE
 HURON, SD 57350

When paying by check you authorize us to make a one-time electronic fund transfer from your account or to process payment as a check transaction. Funds may be withdrawn from your account the same day we receive payment and you will not receive your check back from your financial institution.

Date		Ship Via		F.O.B.		Terms		
05/12/10		PU-Holloway		HURON		Net 30 Days		
Purchase Order Number			Order Date		Salesperson		Our Order Number	
			05/04/10		RR		173502	
Req.	Quantity	Ship	B.O.	Item Number	Description (Customer part No.)	Tax	Unit Price	Amount
2	2			0 HP01042S40	10" 42# 40' H-Piling	N	1020.000	1999.20
3	3			0 HP01042S50	10" 42# 50' H-Piling (2-50' 1 cut to 2-25')	N	1275.000	3748.50
3	3			0 HP01042S60	10" 42# 60' H-Piling (cut to 6-30' pcs)	N	1530.000	4498.20
					<i>25.50 per foot w/2% Discount for Pickup.</i>			
					<i>Brq 58-014-160</i>			
					<i>Att'd Twp Sec 20/09</i>			
					<i>T118-R65</i>			
Net due on 06/11/10						Customer Original (Reprinted)		
						NonTaxable Subtotal		10245.90
						Taxable Subtotal		0.00
						Tax		0.00
						Total Invoice		10245.90

All returned checks are subject to a \$30 service fee.
 Invoices are considered PAST DUE 30 days after invoice date.

A Service Charge of 1.5% per month (18% annually) is assessed on invoices that are 30 days past due, minimum .50.

Page 1

EMERGENCY RELIEF (ER)

4. Reimbursement Process

B. Consultant Contracts

1. Contract or Task Order
2. Notice to Proceed
3. Invoices

EMERGENCY RELIEF (ER)

4. Reimbursement Process

C. Contractor Contracts

1. Contract
2. Solicitation process documentation
3. Notice to proceed or County Commission meeting minutes
4. Unit Prices defined
5. Invoices

ROSEHILL DAM FAILURE



EMERGENCY RELIEF (ER)

5. CONTACT INFORMATION



EMERGENCY RELIEF (ER)

5. CONTACT INFORMATION

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WEBSITE: <http://www.sddot.com/business/local/er/Default.aspx>

Laurie Schultz
700 East Broadway
Pierre, SD 57501
605-295-2516
Laurie.Schultz@state.sd.us