EMERGENCY RELIEF (ER)

PROCESSES

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

April 2019
INTRODUCTIONS

Shane Carnahan
SDDOT ER Coordinator

Tammy Williams
SDDOT Administration Program Manager

Doug Kinniburgh
SDDOT Local Governments

Mark Clausen
FHWA

Laurie Schultz
SDDOT ER Assistant

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

Federal Aid Eligible for Hutchinson County
South Dakota
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
EMERGENCY RELIEF (ER)

2. CONTRACTING PROCESSES
EMERGENCY RELIEF (ER)

A. County Crews do the Work

B. Engineering Contracts

C. Construction Contracts
A. County Crews do the Work

Force Account

Tie the following to each individual damaged site:

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

Consultant Services

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.
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.
Bridge Design Consultants:

<table>
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<th>Name</th>
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<tbody>
<tr>
<td>Aason Engineering Co., Inc.</td>
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<tr>
<td>Advanced Engineering and Environmental Services, Inc. (AE2S)</td>
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<tr>
<td>AECOM Technical Services, Inc.</td>
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<tr>
<td>Banner Associates, Inc.</td>
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<tr>
<td>Brosz Engineering, Inc.</td>
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<tr>
<td>Civil Design Inc.</td>
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<tr>
<td>Clark Engineering Corporation</td>
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<tr>
<td>HDR Engineering, Inc.</td>
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<tr>
<td>Hofland Engineering</td>
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<tr>
<td>Houston Engineering</td>
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<tr>
<td>HR Green, Inc.</td>
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<tr>
<td>Infrastructure Design Group, Inc.</td>
</tr>
<tr>
<td>InfraStructure, LLC</td>
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<tr>
<td>Interstate Engineering, Inc.</td>
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<tr>
<td>JEO Consulting Group, Inc.</td>
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<tr>
<td>Johnson Engineering Co.</td>
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<tr>
<td>Kirkham, Michael &amp; Associates, Inc.</td>
</tr>
<tr>
<td>KLJ</td>
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<tr>
<td>Pierce &amp; Harris Engineering</td>
</tr>
<tr>
<td>Short Elliot Hendrickson inc. (S E H)</td>
</tr>
<tr>
<td>Ulteig Engineers, Inc.</td>
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Road Design Consultants:

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<tbody>
<tr>
<td>Aason Engineering Co., Inc.</td>
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<td>Clark Engineering Corporation</td>
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<td>DGR Engineering</td>
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<td>Ferber Engineering Company, Inc.</td>
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<td>FMG, Inc.</td>
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<td>Goldsmith Heck Engineers, Inc.</td>
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<td>HDR Engineering, Inc.</td>
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<td>Helms and Associates</td>
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<td>Houston Engineering</td>
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<tr>
<td>HR Green, Inc.</td>
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<td>Infrastructure Design Group, Inc.</td>
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<td>Interstate Engineering, Inc.</td>
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<tr>
<td>Johnson Engineering Co.</td>
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<tr>
<td>JSA Consulting Engineers/Land Surveyors, Inc.</td>
</tr>
<tr>
<td>Kirkham, Michael &amp; Associates, Inc.</td>
</tr>
<tr>
<td>KLJ</td>
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EMERGENCY RELIEF (ER)

B. Engineering Contracts

Task Orders vs Work Orders
EMERGENCY RELIEF (ER)
EMERGENCY RELIEF (ER)

B. Engineering Contracts

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

CONSULTANT SERVICES MANUAL
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>
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<tr>
<th>RESPONSIBILITY</th>
<th>ACTION</th>
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</table>
| LPA | 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 | 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 | 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:  
   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. |
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
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)
EXAMPLE 2
Commission Meeting Minutes
CONTRACT

This Agreement, made and entered into this 24th day of August 2010 between the Codington 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 4

**Wage Rates**

**Davis-Bacon Act Wage Decisions**

- **State:** South Dakota
- **Construction Types:** Heavy and Highway
- **Counties:** South Dakota Statewide
- **General Decision Number:** SD15001 Mod-1 04/06/2018 SD1

### LABORERS

<table>
<thead>
<tr>
<th>Group</th>
<th>Description</th>
<th>Rates</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>GL1</td>
<td>Air Tool Operator; Common Laborer; Landscape Worker; Flagger; Pilot Car Driver; Trucks under 20,000 GVW; Blue-top Checker, Materials Checker</td>
<td>18.86</td>
<td>0.00</td>
</tr>
<tr>
<td>GL2</td>
<td>Mechanic Tender (Helper); Pipe Layer (except culvert); Form Builder Tender; Special Surface Finish Applicator; Striping</td>
<td>17.51</td>
<td>0.00</td>
</tr>
<tr>
<td>GL3</td>
<td>Asphalt Plant Tender; Pile Driver Loadsman; Form Setter; Oilier/Greaser</td>
<td>18.55</td>
<td>0.00</td>
</tr>
<tr>
<td>GL5</td>
<td>Carpenter; Form Builder</td>
<td>27.96</td>
<td>0.00</td>
</tr>
<tr>
<td>GL6</td>
<td>Concrete Finisher; Painter; Grade Checker</td>
<td>21.41</td>
<td>0.00</td>
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</tbody>
</table>

### POWER EQUIPMENT OPERATORS

<table>
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<th>Description</th>
<th>Rates</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>G01</td>
<td>Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with attachment); Self Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer</td>
<td>20.62</td>
<td>0.00</td>
</tr>
<tr>
<td>G02</td>
<td>Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self-Propelled Roller (except Hot Mix); Sheepfoot/Straight Tread Pneumatic Roller; Pneumatic Tired Tractor or Crawler (includes Water Wagon and Power Spray units); Wagon Dill; Air Trac; Truck Type Auger; Concrete Paving Saw</td>
<td>20.66</td>
<td>0.00</td>
</tr>
<tr>
<td>G03</td>
<td>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</td>
<td>22.02</td>
<td>0.00</td>
</tr>
<tr>
<td>G04</td>
<td>Asphalt Paving Machine Screw; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pike Drivers/Shovels 30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrapers; Concrete Pump Truck</td>
<td>23.79</td>
<td>0.00</td>
</tr>
<tr>
<td>G05</td>
<td>Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 Tons; Cranes/ Derricks/Draglines/Pike Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automatic Fine Grader; Milling Machine; Bridge Welder</td>
<td>24.77</td>
<td>0.00</td>
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### TRUCK DRIVERS

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</tr>
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<tbody>
<tr>
<td>GT1</td>
<td>Tandem Truck without trailer or pup; Single Axle Truck over 20,000 GVW with Trailer</td>
<td>21.46</td>
<td>0.00</td>
</tr>
<tr>
<td>GT2</td>
<td>Semi-Tractor and Trailer; Tandem Truck with Pup</td>
<td>21.61</td>
<td>4.22</td>
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### ELECTRICIANS

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<tbody>
<tr>
<td>E01</td>
<td>Electrician</td>
<td>26.42</td>
<td>3.85</td>
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</table>

**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)(iii)). 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

EXAMPLE 5
(12 PAGES)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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 supervision 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 convicts labor for any purposes 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 11249, 41 CFR 200, 20 CFR 1825-1827, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (28 USC 704), 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 200-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 80-4.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11249 and the policies of the Secretary of Labor including 41 CFR 200, and 20 CFR 1825-1827. 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 (28 USC 704), 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 take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 20 CFR 1825-1827; 41 CFR 60 and 46 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)

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.
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

FIRMS CONTACTED FOR RIP RAP PROJECT

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

**Happy County**  
**Site #1**  
**Flood A - 2010**

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<table>
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<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>172.89</td>
<td>HAULING RIP RAP 'B' NORTH ON HIGHWAY 281 TO HOLLOWAY CONST.</td>
<td>9.90</td>
<td>1,711.61</td>
</tr>
</tbody>
</table>

---

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
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
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.
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.
3. Environmental Issues

C. Wetland Impacts
### 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)

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)
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*

<table>
<thead>
<tr>
<th>DATE</th>
<th>TRUCK</th>
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<th>TYPE</th>
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<th>DURAT</th>
<th>TOTAL</th>
<th>WAT</th>
<th>COST</th>
<th>VOUCH</th>
<th>FUND</th>
<th>DESCRIPTION</th>
<th>OBJECT DESCRIPTION</th>
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<tr>
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<td>113.20</td>
<td>170.48</td>
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<td></td>
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**EXAMPLE 11**

**Job Cost Report**

<table>
<thead>
<tr>
<th>Project Code</th>
<th>Date</th>
<th>Task Code</th>
<th>Task Description</th>
<th>Item #</th>
<th>Unit Cost (Cost)</th>
<th>Total Cost (Cost)</th>
<th>Total Cost (Cost)</th>
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<tbody>
<tr>
<td>10-1-04</td>
<td>05/15/07</td>
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<td>Loader</td>
<td>201</td>
<td>350 116</td>
<td>12.44</td>
<td>25.74</td>
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<td>10-1-04</td>
<td>05/15/07</td>
<td>TC23</td>
<td>Backhoe</td>
<td>201</td>
<td>350 611</td>
<td>10.00</td>
<td>10.00</td>
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<tr>
<td>10-1-04</td>
<td>05/15/07</td>
<td>TC23</td>
<td>Gravel Truck</td>
<td>201</td>
<td>612 611</td>
<td>20.00</td>
<td>20.00</td>
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<tr>
<td>10-1-04</td>
<td>05/15/07</td>
<td>TC23</td>
<td>Rock Stockpile</td>
<td>201</td>
<td>612 334</td>
<td>12.56</td>
<td>13.59</td>
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<td>10-1-04</td>
<td>05/15/07</td>
<td>TC16</td>
<td>5/14 Ton 3 SWL ROC</td>
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<td>10-1-04</td>
<td>05/15/07</td>
<td>TC24</td>
<td>5/14 Ton 6 OVR32</td>
<td>201</td>
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<tr>
<td>10-1-04</td>
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<td>TC24</td>
<td>5/15 Ton Black Dirt</td>
<td>201</td>
<td>612 356</td>
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<td>10-1-04</td>
<td>05/20/07</td>
<td>TC24</td>
<td>Repair Washout</td>
<td>201</td>
<td>612 116</td>
<td>13.59</td>
<td>21.82</td>
</tr>
</tbody>
</table>

**Subtotal for Expense Type:**
- Loader: 25.74
- Backhoe: 10.00
- Gravel Truck: 20.00
- Rock Stockpile: 13.59
- 5/14 Ton 3 SWL ROC: 292.00
- 5/14 Ton 6 OVR32: 294.00
- 5/15 Ton Black Dirt: 45.50
- Repair Washout: 21.82

**Total Cost:**

- Loader: 25.74
- Backhoe: 10.00
- Gravel Truck: 20.00
- Rock Stockpile: 13.59
- 5/14 Ton 3 SWL ROC: 292.00
- 5/14 Ton 6 OVR32: 294.00
- 5/15 Ton Black Dirt: 45.50
- Repair Washout: 21.82

**Total Cost:**

- Loader: 25.74
- Backhoe: 10.00
- Gravel Truck: 20.00
- Rock Stockpile: 13.59
- 5/14 Ton 3 SWL ROC: 292.00
- 5/14 Ton 6 OVR32: 294.00
- 5/15 Ton Black Dirt: 45.50
- Repair Washout: 21.82

**Total Cost:**

- Loader: 25.74
- Backhoe: 10.00
- Gravel Truck: 20.00
- Rock Stockpile: 13.59
- 5/14 Ton 3 SWL ROC: 292.00
- 5/14 Ton 6 OVR32: 294.00
- 5/15 Ton Black Dirt: 45.50
- Repair Washout: 21.82
<table>
<thead>
<tr>
<th>CODE</th>
<th>NAME</th>
<th>STREET</th>
<th>CITY/STATE/ZIP</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>11111</td>
<td>JOE SMITH</td>
<td>212 MAIN</td>
<td>ALLENTOWN, SD 57777</td>
<td>$15.00</td>
</tr>
<tr>
<td>11113</td>
<td>ROBIN BLACK</td>
<td>800 JAY ST</td>
<td>ALLENTOWN, SD 57777</td>
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<tr>
<td>11115</td>
<td>HARRY POTTER</td>
<td>208 CENTER ST</td>
<td>ALLENTOWN, SD 57777</td>
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<tr>
<td>11117</td>
<td>JON DOE</td>
<td>PO BOX 200</td>
<td>ALLENTOWN, SD 57777</td>
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<td>11119</td>
<td>PAUL SPEEDY</td>
<td>1704 GARFIELD</td>
<td>ALLENTOWN, SD 57777</td>
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<tr>
<td>11121</td>
<td>MARGE SIMPSON</td>
<td>305 GOODYEAR</td>
<td>ALLENTOWN, SD 57777</td>
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<tr>
<td>11123</td>
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<td>999 WEBER</td>
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<td>11125</td>
<td>MARK THOMPSON</td>
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<td>$17.00</td>
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</table>
**EXAMPLE 13**  
2019 Cost Allocation Plan for Fringe Benefits Spreadsheet  

### Fringe Benefit Cost Allocation Plan for ??? County

#### Section I - Rates

<table>
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<tr>
<th>Fringe Benefits</th>
<th>Rate Type</th>
<th>Effective Period</th>
<th>Rate*</th>
<th>Applicable to:</th>
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<tr>
<td></td>
<td>Fixed with carry forward</td>
<td>Jan 1 - Dec 31, 2019</td>
<td>67.00%</td>
<td>All projects</td>
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</table>

*Base: Total direct project salaries and wages

#### Section II - Carry Forward Calculation

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<th>Calendar Year 2017</th>
<th>2019 Fringe Benefit Rate</th>
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<td>Carry Forward</td>
<td>Carry Forward from CY 2017</td>
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<tr>
<td>Fringe Benefit Costs</td>
<td>230,447.49</td>
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<tr>
<td>Total Fringe Benefit Costs</td>
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<tr>
<td>Recovered Costs:</td>
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<tr>
<td>Direct Salaries</td>
<td>409,974.84</td>
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<tr>
<td>times Fringe Rate</td>
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<td>Total Recovered Costs</td>
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<td>Fringe Benefits Carry Forward</td>
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</table>

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.
### Equipment Rates

**EXAMPLE 14**

<table>
<thead>
<tr>
<th>Code</th>
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<th>Rate</th>
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<td>O1</td>
<td>KYTONY</td>
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<td>PICKUP #1</td>
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<td>PICKUP</td>
</tr>
<tr>
<td>P2</td>
<td>K20-P</td>
<td></td>
<td>PICKUP #2</td>
<td>30.00</td>
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</tr>
<tr>
<td>P3</td>
<td>TON DUALYDUMP</td>
<td></td>
<td>PICKUP #3</td>
<td>30.00</td>
<td>PICKUP</td>
</tr>
<tr>
<td>P4</td>
<td>DODGE</td>
<td>RAM1500</td>
<td>PICKUP #4</td>
<td>30.00</td>
<td>PICKUP</td>
</tr>
<tr>
<td>P5</td>
<td>CHEVROLET</td>
<td>SILVERADO</td>
<td>PICKUP #5</td>
<td>30.00</td>
<td>PICKUP</td>
</tr>
<tr>
<td>P6</td>
<td>PICKUP BOX</td>
<td></td>
<td>PATCHING TRAILER</td>
<td>3.00</td>
<td>TRAILER</td>
</tr>
<tr>
<td>PW</td>
<td>LINCOUN</td>
<td></td>
<td>PORT, WELDER</td>
<td>0.00</td>
<td>WELDER</td>
</tr>
<tr>
<td>PWSW</td>
<td></td>
<td></td>
<td>PRESSURE WASHER</td>
<td>6.00</td>
<td></td>
</tr>
<tr>
<td>RT</td>
<td>A.V.F RAIL-TIE LTD</td>
<td></td>
<td>RETRIEVER</td>
<td>13.00</td>
<td>RETRIEV</td>
</tr>
<tr>
<td>SCS</td>
<td>SWENSON</td>
<td></td>
<td>SMALL CHIP SPREADER</td>
<td>22.00</td>
<td>CHIPPER</td>
</tr>
<tr>
<td>SHRE</td>
<td>CHIPMORE CHIPPER</td>
<td>T480</td>
<td>TREE SHREDDER</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>SS</td>
<td>SWENSON</td>
<td>V BOX SPREADER</td>
<td>SWENSON SALTSANDER</td>
<td>80.00</td>
<td>SALTSAN</td>
</tr>
<tr>
<td>ST#1</td>
<td></td>
<td></td>
<td>SIGN TRAILER #1</td>
<td>0.00</td>
<td>SIGN TR</td>
</tr>
<tr>
<td>ST#2</td>
<td></td>
<td></td>
<td>SIGN TRAILER #2</td>
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<td>SIGN TR</td>
</tr>
<tr>
<td>ST#3</td>
<td></td>
<td></td>
<td>SIGN TRAILER #3</td>
<td>0.00</td>
<td>SIGN TR</td>
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<tr>
<td>ST#4</td>
<td></td>
<td></td>
<td>SIGN TRAILER #4</td>
<td>0.00</td>
<td>SIGN TR</td>
</tr>
</tbody>
</table>

*Continued on PAGE 2*
### EXAMPLE 15

**Invoices**

**County Highway Department**

**DAILY HAULING CARD**

<table>
<thead>
<tr>
<th>TRUCK TRAILER NO.</th>
<th>PRODUCT</th>
<th>SOURCE</th>
<th>DESTINATION</th>
<th>TONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>F-94 BD-1</td>
<td>Pit Run</td>
<td>Dinger pit</td>
<td>1.2</td>
<td>23.7</td>
</tr>
<tr>
<td>F-94 BD-1</td>
<td>Pit Run</td>
<td>Dinger pit</td>
<td>1.2</td>
<td>15.4</td>
</tr>
<tr>
<td>F-94 BD-1</td>
<td>Pit Run</td>
<td>Dinger pit</td>
<td>1.2</td>
<td>23.1</td>
</tr>
<tr>
<td>F-94 BD-1</td>
<td>Pit Run</td>
<td>Dinger pit</td>
<td>1.2</td>
<td>16.2</td>
</tr>
<tr>
<td>F-94 BD-1</td>
<td>Pit Run</td>
<td>Dinger pit</td>
<td>1.2</td>
<td>24.0</td>
</tr>
<tr>
<td>F-94 BD-1</td>
<td>Pit Run</td>
<td>Dinger pit</td>
<td>1.2</td>
<td>16.0</td>
</tr>
<tr>
<td>F-94 BD-1</td>
<td>Pit Run</td>
<td>Dinger pit</td>
<td>1.2</td>
<td>23.3</td>
</tr>
<tr>
<td>F-94 BD-1</td>
<td>Pit Run</td>
<td>Dinger pit</td>
<td>1.2</td>
<td>15.8</td>
</tr>
</tbody>
</table>

**Total Tons:** 197.70

---

**County Highway Department**

**DAILY HAULING CARD**

<table>
<thead>
<tr>
<th>TRUCK TRAILER NO.</th>
<th>PRODUCT</th>
<th>SOURCE</th>
<th>DESTINATION</th>
<th>TONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>547</td>
<td>Gravel</td>
<td>Shoppv Rd 20.4</td>
<td>13.0 + 10.0</td>
<td></td>
</tr>
<tr>
<td>548</td>
<td>Pit Run</td>
<td>Dinger's Pit</td>
<td>20.1</td>
<td>14.3 + 16.5</td>
</tr>
<tr>
<td>549</td>
<td>Pit Run</td>
<td>Dinger's Pit</td>
<td>20.1</td>
<td>14.2 + 16.5</td>
</tr>
<tr>
<td>550</td>
<td>Pit Run</td>
<td>Dinger's Pit</td>
<td>20.1</td>
<td>14.5 + 16.0</td>
</tr>
</tbody>
</table>

**Total Tons:** 181.90
# EXAMPLE 16

## Invoices

---

**Invoice 188364**

Customer #: EX 1127

---

**Huron Culvert and Tank**

220 Fourth Street N.W.

P.O. Box 1439

Huron, SD 57350 USA

Telephone: 605-352-9643

**Bill To:**

CO. HWY DEPT.

1518 EAST SEVENTH AVENUE

J. SD 57

---

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:** 05/04/10

**Ship Via:** HURON

**P.O. Number:** 050410

**Ship to:**

CO. HWY DEPT.

1518 EAST SEVENTH AVENUE

J. SD 57

---

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
<th>Tax</th>
<th>Ext. with Tax</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>2</td>
<td>10&quot; x 42&quot; x 40&quot; H-Plinth</td>
<td>H: 10.5&quot; W: 42&quot; L: 40&quot;</td>
<td>N: 0.00</td>
<td>1022.00</td>
<td>1999.20</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>10&quot; x 42&quot; x 50&quot; H-Plinth (2-50&quot; 1 cut to 2-25&quot;)</td>
<td>H: 10.5&quot; W: 42&quot; L: 50&quot;</td>
<td>N: 0.00</td>
<td>1275.00</td>
<td>3745.50</td>
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</tr>
<tr>
<td>3</td>
<td>3</td>
<td>10&quot; x 42&quot; x 50&quot; H-Plinth (cut to 6-30&quot; pcs)</td>
<td>H: 10.5&quot; W: 42&quot; L: 50&quot;</td>
<td>N: 0.00</td>
<td>1530.00</td>
<td>4459.20</td>
<td></td>
</tr>
</tbody>
</table>

**25.50 per foot w/3% discount for pickup.**

**Brg 58-014-160**

**Add Tee Top 2-3/16"**

**Add 18" R/H**

---

**Net due on 06/11/10**

<table>
<thead>
<tr>
<th>Description</th>
<th>NonTaxable Subtotal</th>
<th>Taxable Subtotal</th>
<th>Tax</th>
<th>Total Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Original (Reprinted)</td>
<td>10245.90</td>
<td>0.00</td>
<td>0.00</td>
<td>10245.90</td>
</tr>
</tbody>
</table>

---

*All returned checks are subject to a $50 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.*
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
5. CONTACT INFORMATION
5. CONTACT INFORMATION

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ER Coordinator
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Pierre, SD 57501
605-773-5109
Shane Carnahan@state.sd.us

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700 East Broadway
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