

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION  
**REQUEST FOR PROPOSAL**

STATE AID PROJECT NO. SOIB-SOIA-7-002(154)018 (PCN-20762) and OTHER PROJECT NO.  
CPU-7-993(049)056 (PCN-20928)

0.908 Miles

HMA RECONSTRUCTION, SIDEWALK, STORM DRAINS, CULVERT REPLACEMENT, CULVERT  
EXTENSIONS, LIGHTING, PAVEMENT MARKING, CITY UTILITIES, & INCIDENTALS

US HIGHWAY 2 AND 11TH STREET PHASE II - WEST DAKOTA PARKWAY and US HIGHWAY 2 AND 11TH STREET  
PHASE II - WEST DAKOTA PARKWAY

WILLIAMS COUNTY

**BID OPENING:** The bidder's proposal will be accepted via the Bid Express on-line bidding  
exchange at [www.bidx.com](http://www.bidx.com) until **09:30AM Central Time on July 10, 2015.**

Prior to submitting a Proposal, the Bidder shall complete all applicable sections and  
properly execute the Proposal Form in accordance with the specifications.

**Proposal Form of:**

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address, City, State, Zipcode)

(For official use only)

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**Projects:** CPU-7-993(049)056 (PCN-20928) and SOIB-SOIA-7-002(154)018 (PCN-20762)

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The company, firm, corporation, or individual hereby acknowledges that it has designated a responsible person or persons as having the authority to obligate the company, firm, or individual, through electronic or paper submittal, to the terms and conditions described herein and in the contract documents. The designated responsible person submitting this proposal shall be hereafter known as the bidder. By submitting this proposal, the bidder fully accepts and agrees to all the provisions of the proposal. The bidder also certifies that the information given in this proposal is true and the certifications made in this proposal are correct.

The bidder acknowledges that they have thoroughly examined the plans, proposal form, specifications, supplemental specifications, special provisions and agrees that they constitute essential parts of this proposal.

The bidder acknowledges that all line items which contain a quantity shall have a unit price bid. Any line item which is bid lump sum shall contain a lump sum bid price.

The bidder acknowledges that they understand that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the prices stipulated herein; that the bidder proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete the proposed work in the time specified.

#### **NON-COLLUSION AND DEBARMENT CERTIFICATION**

The bidder certifies that neither he/she, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with this bid.

By submitting this proposal, the bidder certifies to the best of his/her knowledge and belief that he/she and his/her principles:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property

**Projects:** CPU-7-993(049)056 (PCN-20928) and SOIB-SOIA-7-002(154)018 (PCN-20762)

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- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph b. of the certification; and
  - d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default

Where the prospective bidder is unable to certify to any of the statements in this certification, the bidder shall submit an explanation in the blanks provided herein. The explanation will not necessarily result in denial of participation in a contract:

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the prequalified bidder's status changes, he/she shall immediately submit a new fully executed non-collusion affidavit and debarment certification with an explanation of the change to the Contract Office prior to submitting the bid.

Failure to furnish a certification or an explanation will be grounds for rejection of a bid.

**BID LIMITATION (Optional)**

The bidder who desires to bid on more than one project on which bids are to be opened on the same date, and who also desires to avoid receiving an award of more projects than the bidder is equipped to handle, may bid on multiple projects and limit the total amount of work awarded to the bidder on selected projects by completing the "Bid Limitation".

The Bid Limitation must be filled in on each proposal form for which the Bidder desires protection. Each such proposal must be covered by a proposal guaranty.

The bid limitation can be made by declaring the total dollar value of work OR total number of projects a bidder is willing to perform.

The Bidder desires to disqualify all of his/her bids on this bid opening that exceed a total dollar value of \$ \_\_\_\_\_

OR

that exceed a total number of \_\_\_\_\_ projects.

The Bidder hereby authorizes the Department to determine which bids shall be disqualified.

**Projects:** CPU-7-993(049)056 (PCN-20928) and SOIB-SOIA-7-002(154)018 (PCN-20762)

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**PERMISSIBLE DISCOUNT (optional)**

Only when invited to do so in the Request for Proposal by Special Provision, Bidders are permitted to offer a discount on a specific project (discount project) if they are awarded the contract on one or more additional projects bid at the same bid opening time and date. The bidder must present the proposal so that it can be considered with or without the discount. The bid or discount offered on the "discount project" will not affect the determination of the low bid of any other project.

When discounts are offered, they must be presented as a reduction in the unit price for one or more items of work in the specified proposal (discount project).

Space for Offering Discounts:

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Item No: \_\_\_\_\_

Description: \_\_\_\_\_

Unit: \_\_\_\_\_

Proposal Quantity: \_\_\_\_\_ Unit Price Reduction: \$ \_\_\_\_\_ Discount: \$ \_\_\_\_\_

Item No: \_\_\_\_\_

Description: \_\_\_\_\_

Unit: \_\_\_\_\_

Proposal Quantity: \_\_\_\_\_ Unit Price Reduction: \$ \_\_\_\_\_ Discount: \$ \_\_\_\_\_

Item No: \_\_\_\_\_

Description: \_\_\_\_\_

Unit: \_\_\_\_\_

Proposal Quantity: \_\_\_\_\_ Unit Price Reduction: \$ \_\_\_\_\_ Discount: \$ \_\_\_\_\_

TOTAL DISCOUNT \_\_\_\_\_

It is understood that the discount will only apply if awarded under the conditions as listed above and signed by the bidder.

**Projects:** CPU-7-993(049)056 (PCN-20928) and SOIB-SOIA-7-002(154)018 (PCN-20762)

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**RECEIPT OF ADDENDA ACKNOWLEDGEMENT**

We hereby acknowledge receipt of the following addenda:

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**PROPOSAL GUARANTY**

A proposal guaranty is required. The proposal guaranty must comply with Section 102.09, "Proposal Guarantee" of the Standard Specifications.

TYPE OF PROPOSAL GUARANTY APPLIED TO THIS PROJECT (Check one):

\_\_\_\_\_ Annual Bid Bond\*

\_\_\_\_\_ Single Project Bid Bond

\_\_\_\_\_ Certified or Cashier's Check

\*Annual Bid Bond is required when submitting proposals electronically

BID ITEMS

Projects: CPU-7-993(049)056 (PCN-20928) and SOIB-SOIA-7-002(154)018 (PCN-20762)

**Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.**

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
001	103	0100	CONTRACT BOND	L SUM	1.				
002	103	0200	ESCROW OF BID DOCUMENTATION	L SUM	1.				
003	201	0330	CLEARING & GRUBBING	L SUM	1.				
004	201	0370	REMOVAL OF TREES 10IN	EA	3.				
005	201	0395	STUMP REMOVAL	EA	1.				
006	202	0103	REMOVAL OF BOX CULVERT	L SUM	1.				
007	202	0112	REMOVAL OF CONCRETE	SY	219.				
008	202	0114	REMOVAL OF CONCRETE PAVEMENT	SY	99.				
009	202	0130	REMOVAL OF CURB & GUTTER	LF	1,370.				
010	202	0136	REMOVAL OF PAVEMENT	TON	88.				
011	202	0165	REMOVE & SALVAGE BASE & SURFACING	TON	2,592.				
012	202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	523.				
013	202	0230	REMOVAL OF INLETS	EA	3.				
014	203	0101	COMMON EXCAVATION-TYPE A	CY	8,760.				
015	203	0109	TOPSOIL	CY	913.				
016	203	0121	TOPSOIL-WETLAND	CY	50.				

BID ITEMS

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**Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.**

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
017	210	0050	BOX CULVERT EXCAVATION	EA	1.				
018	210	0210	FOUNDATION FILL	CY	1,050.				
019	210	0405	FOUNDATION PREPARATION-BOX CULVERT	EA	1.				
020	216	0100	WATER	M GAL	246.				
021	251	0200	SEEDING CLASS II	ACRE	1.200				
022	251	1000	WETLAND SEED	ACRE	.040				
023	251	2000	TEMPORARY COVER CROP	ACRE	.800				
024	252	0100	SOD	SY	201.				
025	253	0101	STRAW MULCH	ACRE	2.				
026	253	0201	HYDRAULIC MULCH	ACRE	.040				
027	255	0101	ECB TYPE 1	SY	254.				
028	255	0151	REMOVE ECB TYPE 1	SY	48.				
029	256	0100	RIPRAP GRADE I	CY	75.				
030	256	0600	RIPRAP-SALVAGED	CY	31.				
031	256	1000	GROUT FOR RIPRAP	SY	95.				
032	261	0112	FIBER ROLLS 12IN	LF	1,713.				

BID ITEMS

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**Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.**

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
033	261	0113	REMOVE FIBER ROLLS 12IN	LF	1,713.				
034	265	0100	STABILIZED CONSTRUCTION ACCESS	EA	2.				
035	265	0101	REMOVE STABILIZED CONSTRUCTION ACCESS	EA	2.				
036	302	0120	AGGREGATE BASE COURSE CL 5	TON	10,877.				
037	401	0050	TACK COAT	GAL	836.				
038	401	0060	PRIME COAT	GAL	1,578.				
039	411	0112	MILLING PAVEMENT SURFACE - 1 INCH	SY	1,454.				
040	420	0160	BLOTTER MATERIAL CL 44	TON	59.				
041	430	0045	SUPERPAVE FAA 45	TON	2,428.				
042	430	6434	PG 64-34 ASPHALT CEMENT	TON	146.				
043	606	1004	10FT X 4FT PRECAST RCB CULVERT	LF	440.				
044	702	0100	MOBILIZATION	L SUM	1.				
045	704	1000	TRAFFIC CONTROL SIGNS	UNIT	2,017.				
046	704	1052	TYPE III BARRICADE	EA	20.				
047	704	1060	DELINEATOR DRUMS	EA	15.				
048	704	1067	TUBULAR MARKERS	EA	24.				

BID ITEMS

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Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
049	704	3510	PRECAST CONCRETE MED BARRIER-STATE FURNISHED	EA	14.				
050	704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	EA	3.				
051	706	0500	AGGREGATE LABORATORY	EA	1.				
052	709	0151	GEOSYNTHETIC MATERIAL TYPE R1	SY	13,243.				
053	709	0155	GEOSYNTHETIC MATERIAL TYPE RR	SY	179.				
054	714	0115	PIPE CONC REINF 12IN CL III-STORM DRAIN	LF	13.				
055	714	0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	16.				
056	714	2165	PIPE CONC REINF ARCH 65IN X 40IN CL III	LF	483.				
057	714	4070	PIPE CONDUIT 6IN	LF	84.				
058	714	4101	PIPE CONDUIT 18IN-STORM DRAIN	LF	103.				
059	714	9660	REMOVE & RELAY END SECTION-ALL TYPE & SIZES	EA	1.				
060	714	9720	UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	112.				
061	720	0110	RIGHT OF WAY MARKERS	EA	2.				
062	720	0130	IRON PIN R/W MONUMENTS	EA	6.				
063	722	0100	MANHOLE 48IN	EA	1.				
064	722	0300	MANHOLE SANITARY	EA	4.				

BID ITEMS

Projects: CPU-7-993(049)056 (PCN-20928) and SOIB-SOIA-7-002(154)018 (PCN-20762)

**Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.**

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$\$	000	\$\$\$\$\$	00
065	722	3510	INLET-TYPE 2	EA	3.				
066	722	3520	INLET-TYPE 2 DOUBLE	EA	1.				
067	722	3701	INLET SPECIAL-TYPE 2 48IN	EA	1.				
068	722	6160	ADJUST INLET	EA	1.				
069	722	6200	ADJUST MANHOLE	EA	1.				
070	724	0300	GATE VALVE & BOX 6IN	EA	2.				
071	724	0310	GATE VALVE & BOX 8IN	EA	3.				
072	724	0322	GATE VALVE & BOX 18IN	EA	4.				
073	724	0411	6IN HYDRANT	EA	1.				
074	724	0425	RESET HYDRANT	EA	1.				
075	724	0430	REMOVE HYDRANT	EA	1.				
076	724	0820	WATERMAIN 8IN	LF	215.				
077	724	0830	WATERMAIN 8IN PVC	LF	355.				
078	724	1025	UNDERGROUND IRRIGATION SYSTEM	L SUM	1.				
079	724	1110	8IN SANITARY SEWER PIPE	LF	880.				
080	724	1155	PIPE DUCTILE IRON 18IN	LF	1,166.				

BID ITEMS

Projects: CPU-7-993(049)056 (PCN-20928) and SOIB-SOIA-7-002(154)018 (PCN-20762)

**Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.**

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$	000	\$\$\$\$	00
081	724	1208	BORE & PUSH 8IN WATERMAIN	LF	215.				
082	724	6030	ABANDON WATER MAIN/SERVICE LINE	EA	2.				
083	724	6822	8IN 22.5DEG BEND	EA	2.				
084	724	6825	8IN 45DEG BEND	EA	3.				
085	724	6847	18IN 22.5DEG BEND	EA	2.				
086	724	6850	18IN 45DEG BEND	EA	4.				
087	724	6980	8IN X 8IN X 6IN TEE	EA	1.				
088	724	6988	18IN X 18IN X 8IN TEE	EA	2.				
089	724	7010	8IN X 6IN REDUCER	EA	1.				
090	724	7011	8IN TEE	EA	1.				
091	748	0140	CURB & GUTTER-TYPE I	LF	2,450.				
092	750	0100	SIDEWALK CONCRETE	SY	1,695.				
093	750	1000	DRIVEWAY CONCRETE	SY	138.				
094	750	2115	DETECTABLE WARNING PANELS	SF	106.				
095	752	2120	REMOVE VEHICLE GATE	EA	2.				
096	754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	39.				

BID ITEMS

Projects: CPU-7-993(049)056 (PCN-20928) and SOIB-SOIA-7-002(154)018 (PCN-20762)

**Bidder must type or neatly print unit prices in numerals, make extensions for each item, and total. Do not carry unit prices further than three (3) decimal places.**

Item No.	Spec No.	Code No.	Description	Unit	Approx. Quantity	Unit Price		Amount	
						\$\$\$\$\$	000	\$\$\$\$\$	00
097	754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	45.				
098	754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	115.				
099	754	0592	RESET SIGN PANEL	EA	1.				
100	754	0805	OBJECT MARKERS - CULVERTS	EA	8.				
101	762	0112	EPOXY PVMT MK MESSAGE	SF	32.				
102	762	0113	EPOXY PVMT MK 4IN LINE	LF	4,408.				
103	762	0114	EPOXY PVMT MK 6IN LINE	LF	222.				
104	762	0115	EPOXY PVMT MK 8IN LINE	LF	144.				
105	762	0117	EPOXY PVMT MK 24IN LINE	LF	181.				
106	764	0151	REMOVE W-BEAM GUARDRAIL & POSTS	LF	66.				
107	766	0120	RESET MAILBOX	EA	2.				
108	770	0001	LIGHTING SYSTEM	EA	1.				
109	910	0570	MODIFY MANHOLE	EA	1.				
110	970	0070	STONE MULCH	SF	1,327.				
111	970	1020	REPLANT SHRUBS	EA	4.				
112	970	2440	REDMOND LINDEN	EA	7.				



**Projects:** CPU-7-993(049)056 (PCN-20928) and SOIB-SOIA-7-002(154)018 (PCN-20762)

**Type of Work:** HMA RECONSTRUCTION, SIDEWALK, STORM DRAINS, CULVERT REPLACEMENT, CULVERT EXTENSIONS, LIGHTING, PAVEMENT MARKING, CITY UTILITIES, & INCIDENTALS

**Counties:**

**Length:** 0.9080 Miles

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**TIME FOR COMPLETION:**

The undersigned Bidder agrees, if awarded the contract, to prosecute the work with sufficient forces and equipment to complete the contract work within the allowable time specified as follows:

**WORKING DAY CONTRACT:** NA working days are provided. The Department will begin charging working days beginning NA or the date work begins on the project site, whichever is earlier.

**CALENDAR DAY CONTRACT:** NA calendar days are provided. The completion date will be determined by adding NA calendar days to NA or the date work begins on the project site, whichever is earlier.

**COMPLETION DATE CONTRACT** The project completion date is 10/31/2015. The Department provides a minimum of NA working days. The Department will begin charging working days beginning NA or the date work begins on the project site, whichever is earlier.



## **NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

Job #4, Project No. SOIB-SOIA-7-002(154)018 & CPU-7-993(049)056

HMA Reconstruction, Sidewalk, Storm Drains, Culvert Replacement, Culvert Extensions, Lighting, Pavement Marking, City Utilities, & Incidentals

### **INDEX OF PROVISIONS**

Road Restriction Permits

Price Schedule for Miscellaneous Items dated October 1, 2014 (PS-1)

On-The-Job Training Program dated November 1, 2013

Appendix A of the Title IV Assurances dated October 1, 2014

Appendix E of the Title IV Assurances dated October 1, 2014

On-The-Job Training Program dated October 6, 2014

SP 3(14) Temporary Erosion & Sediment Best Management Practices

SP 4(14) Federal Migratory Bird Treaty Act

SP 185(14) Hot Mix Asphalt (HMA) – Non QC/QA

SP Fuel Cost Adjustment Clause dated September 8, 2006

# NOTICE

**TO: All prospective bidders on all North Dakota Department of Transportation Highway Construction Projects.**

Contractors moving construction equipment to NDDOT highway construction projects are subject to the Road Restriction Policy with the following modifications:

- A. The contractor may purchase up to 10 single trip permits for each NDDOT highway construction project at a cost ranging from \$20 to \$70 each. These permits must be purchased from the Motor Carrier Division of the Highway Patrol at the central office of the NDDOT in Bismarck, North Dakota.
- B. The \$1 per mile fee will not be charged for Gross Vehicle Weights (GVW) exceeding 105,500 pounds, 105,500 pounds, and 105,000 pounds for highways Restricted by Legal Weights, 8 Ton, and 7 Ton highways respectively.
- C. The \$5 per ton per mile fee will be charged only for loads exceeding a GVW of 130,000 pounds, 120,000 pounds, 110,000 pounds and 80,000 pounds for highways Restricted by Legal Weights, 8 Ton, 7 Ton, and 6 Ton highways respectively.
- D. The maximum weights per axle for each of the class restrictions still apply. If it is shown that more axles cannot be added, movement may be authorized; however, a \$1 per ton per mile fee will be charged for all weight in excess of the restricted axle limits.
- E. These construction equipment single trip permits apply to State and US Highways only.
- F. The District Engineers and Highway Patrol will select the route of travel.
- G. Contractors moving equipment to other than NDDOT highway construction projects are subject to all fees as shown in the Road Restriction Permit Policy.
- H. Contractors must call the Highway Patrol prior to movement of all overweight loads on all State and US Highways.

ROAD RESTRICTION PERMITS

Permits shall be issued for the movement of non-divisible vehicles and loads on state highways which exceed the weight limits during spring road restrictions. The issuance of permits may be stopped or posted weights changed at any time based on the varying conditions of the roadways. Permits can be obtained from the Highway Patrol.

RESTRICTION CLASSIFICATIONS WITH ALLOWABLE AXLE WEIGHTS AND GROSS VEHICLE WEIGHTS	PERMIT AND TON/MILE FEES
<p>Highways Restricted by Legal Weight</p> <p>Single Axle -- 20,000 lbs.                      Tandem Axle -- 34,000 lbs.                      Triple Axle -- 48,000 lbs.                      4 Axles or more -- 15,000 lbs. per axle</p> <p>Gross Vehicle Weight -- 105,500 lbs.</p> <p>Note: The above weights apply to state highways restricted by legal weights, other than interstate highways, in areas where road restrictions are in force. When the gross weight of an axle grouping exceeds 48,000 pounds, the \$1 per ton per mile shall apply to all weight in excess of 15,000 pounds per axle.</p>	<p>Permit Fee: \$20-\$70 per trip</p> <p>Ton Mile Fee:</p> <p>105,501 lbs. to 130,000 lbs. GVW -- \$1 per mile</p> <p>Over 130,000 lbs. GVW -- \$1 per mile <b>plus</b> \$5 per ton per mile for that weight exceeding 130,000 lbs. GVW</p> <p>Exceeding axle limits -- \$1 per ton per mile</p>
<p>8-Ton:</p> <p>Single Axle -- 16,000 lbs.                      Tandem Axle -- 32,000 lbs.                      3 Axles or more -- 14,000 lbs. per axle</p> <p>Gross Vehicle Weight -- 105,500 lbs.</p>	<p>Permit Fee: \$20-\$70 per trip</p> <p>Ton Mile Fee:</p> <p>105,501 lbs. to 120,000 lbs. GVW -- \$1 per mile</p> <p>Over 120,000 lbs. GVW -- \$1 per mile <b>plus</b> \$5 per ton per mile for that weight exceeding 120,000 lbs. GVW</p> <p>Exceeding restricted axle limits -- \$1 per ton per mile</p>
<p>7-Ton:</p> <p>Single Axle -- 14,000 lbs.                      Tandem Axle -- 28,000 lbs.                      3 Axles or more -- 12,000 lbs. per axle</p> <p>Gross Vehicle Weight -- 105,500 lbs.</p>	<p>Permit Fee: \$20-\$70 per trip</p> <p>Ton Mile Fee:</p> <p>105,500 lbs. to 110,000 lbs. GVW -- \$1 per mile</p> <p>Over 110,000 lbs. GVW -- \$1 per mile <b>plus</b> \$5 per ton per mile for that weight exceeding 110,000 lbs. GVW</p> <p>Exceeding restricted axle limits -- \$1 per ton per mile</p>
<p>6-Ton:</p> <p>Single Axle -- 12,000 lbs.                      Tandem Axle -- 24,000 lbs.                      3 Axles or more -- 10,000 lbs. per axle</p> <p>Gross Vehicle Weight -- 80,000 lbs.</p>	<p>Permit Fee: \$20-\$70 per trip</p> <p>Ton Mile Fee:</p> <p>\$5 per ton per mile for all weight exceeding 80,000 lbs. GVW</p> <p>Exceeding restricted axle limits -- \$1 per ton per mile</p>
<p>5-Ton:</p> <p>Single Axle -- 10,000 lbs.                      Tandem Axle -- 20,000 lbs.                      3 Axles or more -- 10,000 lbs. per axle</p> <p>Gross Vehicle Weight -- 80,000 lbs.</p>	<p>No overweight movement allowed</p>

## **SINGLE UNIT FIXED LOAD VEHICLES SUCH AS TRUCK CRANES AND WORKOVER RIGS**

- A. Permit Fee and Ton Mile Fee for Self-Propelled Fixed Load Vehicles .
1. Permit Fee: \$25 per trip
  2. \$1 per ton per mile for all weight in excess of restricted axle limits or in excess of legal limits on state highways in areas where road restrictions are in force. When the gross weight of an axle grouping exceeds 48,000 pounds, the \$1 per ton per mile shall apply to all weight in excess of 15,000 pounds per axle (see weight classification chart in section C.)
  3. **\$5 per ton per mile** for all movements exceeding the following gross vehicle weight limits:
    - a. 105,500 lbs. GVW on unrestricted state highways, other than interstate highways, in areas where road restrictions are in force.
    - b. 105,500 lbs. GVW on 8-ton highways.
    - c. 105,500 lbs. GVW on 7-ton highways.
    - d. 80,000 lbs. GVW on 6-ton highways.
    - e. No overweight movement allowed on 5-ton highways
- B. Permit Fees for Work-Over Rigs and Special Mobile Equipment Exceeding 650 but not 670 Pounds Per Inch Width of Tire.
1. Permit Fee:
    - a. \$50 per trip on work-over rigs up to 650 pounds per inch width.
    - b. \$75 per trip on work -over rigs that exceed 650 but not 670 pounds per inch width of tire.
  2. The work-over rig shall be stripped to the most minimum weights.
  3. A minimal number of state highway miles shall be used.
  4. District engineer approval shall be obtained prior to movement when vehicle exceeds restricted axle weights by more than 5,000 pounds.
  5. A validation number ending in TM must be obtained from the Highway Patrol prior to using a self-issue single trip movement approval form.
  6. The ton mile shall be waived .

10/1/2014

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
PRICE SCHEDULE FOR MISCELLANEOUS ITEMS (PS-1)**

The Contractor agrees to accept the following unit prices for each listed item of work and or material when no project contract unit price exists for that item. Each price listed will be full compensation for the cost of labor, material and equipment necessary to provide the item of work and/or material, complete in place, including (but not limited to) royalty, disposal of unsuitable material, equipment rental, sales tax, use tax, overhead, profit, and incidentals.

Each listed item is referenced to the Standard Specifications by Section number and Section name.

SECTION NO.	SECTION NAME	ITEM NAME	PRICE PER ITEM
107.08	Haul Roads	Water	\$27 per M Gal
107.08	Haul Roads	Bitumen for Mix	Invoice Price <sup>1</sup> + 10%
107.08	Haul Roads	Bituminous Mix	\$42 per Ton <sup>2</sup>
107.08	Haul Roads	Aggregate Base	\$17 per Ton <sup>2</sup>
203.01 B	Rock Excavation	Rock Excavation	\$11 per CY
203.01 C	Shale Excavation	Shale Excavation	Common Excavation Price + \$1.00 per CY
203.01 D	Muck Excavation	Muck Excavation	\$9 per CY
203.05 H.3	Embankment	Overhaul	\$1.40 per CY - Mile
260	Silt Fence	Mucking Silt Fence	\$3.90 per LF
260	Silt Fence	Removal of Silt Fence <sup>3</sup>	\$4.25 per LF
261	Fiber Rolls	Mucking of Fiber Rolls	\$3.90 per LF
261	Fiber Rolls	Removal of Fiber Rolls <sup>3</sup>	\$4.25 per LF
420.04 E	Bituminous Seal Coat	Blotter Sand	\$27 per Ton <sup>2</sup>
430.04 G	Hot Mix Asphalt (Exc. Material Hauled to Disposal Area)	Bituminous Mixture	Machine Placed: Bid or Invoice Price + \$31 per ton Hand Placed: Bid or Invoice Price + \$48 per Ton
704	Temporary Traffic Control	Flagging	\$32 per MHR

<sup>1</sup>Price paid for bituminous material will be invoice price plus freight costs.

<sup>2</sup>Price Includes haul up to 10 miles. Payment for haul exceeding 10 miles will be according to Section 109.03 E, "Force Account." The haul distance for aggregate base and bituminous mix will be based on the average haul. The haul distance for blotter sand will be from the point where the haul begins to the point where it enters the project.

<sup>3</sup>This is only for pre-existing items that were not installed under the Contract.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

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

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

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

**Pertinent Non-Discrimination Authorities:**

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

## 2015 NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

### ON-THE-JOB TRAINING SPECIAL PROVISION

#### I. PURPOSE

The purpose of the On-the-Job Training (OJT) Program is to provide training in the highway construction industry for minority, female, and economically disadvantaged individuals, hereafter known as the targeted group. Pursuant to 23 Code of Federal Regulations Part 230, Subpart A, Appendix B - Training Special Provisions, this program provides for on-the-job training aimed at developing full journeyworkers in the type of trade or job classification involved.

#### II. INTRODUCTION

- A. The OJT Program was originally prepared through the cooperative efforts of the Associated General Contractors of North Dakota (AGC); the Federal Highway Administration (FHWA); and the North Dakota Department of Transportation (Department).
- B. Successful operation of the OJT Program requires that contractors follow uniform and basic procedures in training, keeping records of trainee progress toward journeyworker status, and reporting each trainee's successful completion or termination from the OJT Program.
- C. The bidder's signature on the proposal sheet indicates the bidder agrees to take part in the OJT Program and to follow this On-the-Job Training (OJT) Program Special Provision. Contractors that do not follow this special provision will be subject to sanctions up to and including revocation of bidding privileges.
- D. Projects funded solely with county funds and emergency relief projects that are not included in the Department's bid openings will not contain this OJT Program Special Provision (i.e., no training program hours will count toward completion of an approved training program or be eligible for reimbursement).

#### III. DEFINITIONS

Apprenticeship Program: Approved labor union and U.S. Department of Labor training programs which may be used to fulfill trainee positions assigned under the OJT Program. (See Section VI. D.)

Carryover Position: Unfulfilled trainee position carried forward from a prior Construction Season.

Carryover Trainee: Trainee scheduled to continue required training hours under an approved training program from a prior Construction Season.

Journeyworker: A worker employed in a trade or craft who has attained a level of skill, abilities, and competencies recognized within the industry.

OJT Supportive Services (OJTSS) Consultant: A consultant under contract with the Department to provide in-person oversight, support, and guidance to contractors and trainees in an effort to increase the effectiveness of approved training programs.

Targeted Group: Individuals eligible to receive training under the OJT Program. For trainee positions assigned by the Department, trainees must be minority, female, or economically disadvantaged as defined by Job Service North Dakota (JSND).

Trainee: A person who receives on-the-job training, whether through an apprenticeship program or other program approved or accepted by FHWA.

Trainer/Supervisor: Prime contractor employee assigned to mentor, train, supervise, and support an assigned OJT Program trainee.

#### IV. FUNDING

The Department will establish an OJT fund annually from which contractors may bill the Department directly for eligible trainee hours. The funds for payment of trainee hours on federal-aid projects will be made available based on 23 USC 504(e) to a maximum of \$100,000. The funds for payment of trainee hours on state-aided projects will be allocated to a maximum of \$10,000.

#### V. ASSIGNED TRAINEE POSITIONS

- A. Trainee positions will be assigned to contractors and will not be project specific. The number of trainee positions assigned will be determined by applying a formula based on calculations involving specific project specification numbers on applicable projects funded with federal highway dollars awarded by the Department to a contractor from October 1 to September 30.
- B. The dollar value of projects subject to Tribal Employment Rights Ordinances (TERO), concrete pavement repair (CPR) projects, electrical projects, rest area projects, signing projects, striping projects, and state-aid highway projects will be excluded when determining the number of trainee positions assigned.
- C. In early March, a summary of the trainee positions required and links to the OJT Program package will be sent to prime contractors with assigned positions. The links to the OJT Program package are also provided to prime contractors and subcontractors upon request. In addition, the summary and links are sent to prime contractors as they become eligible for trainee positions throughout the remainder of the year.

The number of trainee positions assigned to each contractor will increase proportionately, as shown in the following table, for any applicable federally funded projects awarded to them. Projects awarded after September 30 will be included in the following year's OJT Program.

- D. The number of trainee positions will be assigned and will increase as follows:

For all federal highway dollars awarded from October 1 to September 30,

\$ 4,500,000	- 8,000,000	= 1 trainee
\$ 8,000,001	- 15,000,000	= 2 trainees
\$15,000,001	- 23,000,000	= 3 trainees
\$23,000,001	- and above	= 4 trainees

A maximum of four (4) trainee positions in a federal fiscal year will be assigned to any prime

contractor regardless of dollar amount. Carryover positions from a prior construction season are not included in the four trainee maximum, e.g., a contractor with one carryover and four assigned positions will have a total five trainees.

- E. Contractors not qualifying for the OJT Program, or contractors desiring to train more than the allotted number of trainees, may apply to the Department for additional trainee positions. Approval of additional positions will be at the sole discretion of the Department. The Department will take into consideration whether there is enough work for the trainee to successfully complete the curriculum and whether the contractor will be exceeding the allowable ratio of trainees to journeyworkers (generally considered to be one trainee or apprentice to every three to five journeyworkers).
- F. The additional positions may be filled by individuals outside of the targeted groups. The contractor may pay the reduced training rates to additional trainees outside of the targeted groups and receive hourly reimbursement for those individuals.

## VI. APPROVALS REQUIRED

- A. Training Programs: Contractors must have training programs approved by the Civil Rights Division in order to pay the trainees less than the appropriate Davis-Bacon wage established for the job classification concerned and to be eligible for reimbursement under the OJT Program. No training program hours will count toward the fulfillment of an assigned trainee position or be eligible for reimbursement without prior approval. No retroactive approval will be granted.
  - 1. The contractor will notify the Civil Rights Division using the *Request for On-the-Job Training Program Approval SFN 9762*. This form is available on the Department's website at:  
  
<http://www.dot.nd.gov/forms/sfn09762.pdf>
  - 2. A completed request form and the training curriculum must be submitted for each trainee in the OJT Program. Requests must be submitted by April 1 or within fifteen (15) calendar days of notification of additional trainee assignments.
- B. Trainees: Contractors must have trainees approved by the Civil Rights Division in order to pay the trainees less than the appropriate Davis-Bacon wage established for the job classification concerned and to be eligible for reimbursement under the OJT Program. No training program hours will count toward completion of an approved training program or be eligible for reimbursement without prior trainee approval. No retroactive approval will be granted.
  - 1. The contractor will notify the Civil Rights Division using the *Request for On-the-Job Trainee Approval SFN 60226*. This form is available on the Department's website at:  
  
<http://www.dot.nd.gov/forms/sfn60226.pdf>
  - 2. A completed request form and the trainee's employment application must be submitted for each trainee employed under the OJT Program.
  - 3. Written JSND certification of an individual as economically disadvantaged must also be

provided to the Civil Rights Division as part of the approval process for trainees.

- C. The contractor may request to train an individual in a classification not included in this OJT Program package. The request must be submitted, in its entirety, for approval by the Department and FHWA before the trainee begins work under the OJT Program. No retroactive approval will be granted.

Training programs for classifications not covered by the Davis-Bacon and Related Acts (DBRA) will be considered on a limited basis. Customized training curricula will not necessarily be added to the OJT Program; however, previously approved programs are available to contractors upon request; for example, in 2013 the Department approved programs for GPS Survey Technician and Project Management.

If approved, each new classification must comply with the provisions specified in this OJT Program package. The request must include:

1. A training curriculum, including the classification requested, minimum number of hours required, and type of training the individual will receive to achieve journeyworker status.
2. A minimum wage scale.

- D. Union apprenticeship and on-the-job training programs registered with the Bureau of Apprenticeship and Training (BAT), U.S. Department of Labor, are recognized by the Department. These programs may be used for trainee positions assigned under the OJT Program, provided the trainees or apprentices are minority, female, or economically disadvantaged. Nonminority males not certified as economically disadvantaged may be used when the contractor has requested and received approval, from the Department, for additional trainee positions. However, contractors must produce indenture papers to be eligible for reimbursement, to pay the trainees or apprentices less than the appropriate Davis-Bacon wage established for the job classification concerned, and to receive credit for fulfilling assigned trainee positions.
- E. The contractor may train an individual on a combination of equipment if each piece of equipment falls within the same groups of power equipment operators identified in the training curricula (groups 1-3 and groups 4-6). These power equipment operator groups are referenced to the federal Davis-Bacon wage rates contained in the contract proposal. As an example, a "utility operator" may receive training on a broom, a front-end loader less than 1½ cubic yards, or other piece of equipment that is used around a paver if each piece falls within either groups 1-3 or groups 4-6. When multiple wage rates apply, the trainee's wage will be based on the equipment being operated at the time or on the highest of the applicable wage rates.
- F. Use of the classification "pickup machine operator (asphalt dump-person)" as a group 4 power equipment operator is considered standard industry practice. The classification is defined as: "Operates the controls on the pickup machine that runs in front of the paver, trips the levers on the dump trucks, and balances the loads for the paver. The pickup machine operates on similar principles as a shouldering machine."

## VII. DEPARTMENT'S RESPONSIBILITIES

- A. Once the trainees have been approved, the Department's OJT supportive services (OJTSS) consultant will monitor the excerpts from the weekly certified payrolls submitted with the monthly vouchers for reimbursement. This includes weekly payrolls from contractors working on state funded only projects. The OJTSS consultant will assure that when the trainees have completed the specified number of hours, their wages are increased accordingly. The OJTSS consultant will also assure that applicable fringe benefits are paid either directly to the trainees or into approved plans, funds, or programs on their behalf.
- B. The OJTSS consultant will also be visiting the targeted group trainees and monitoring their progress under the OJT Program. To facilitate the on-site visits, the OJTSS consultant will contact contractors for the location of the trainees.

#### VIII. CONTRACTOR'S RESPONSIBILITIES

The contractor:

- A. Will appoint an individual within their company who will be available to respond to weekly contacts by the OJTSS consultant in order to monitor the status of assigned trainee positions (e.g., program and trainee approvals, trainees' progress, etc.). Upon assignment of a trainee position, the OJTSS consultant will immediately send a Request for On-the-Job Trainee Approval (SFN 60226) to the contractor to obtain the name, direct phone number, and email address of the individual. The individual must reply to communications from the Department and the OJTSS consultant in a timely manner.
- B. Will ensure trainees are aware they are in a training program and what that means to the contractor and the trainee.
- C. Will make trainees available to the OJTSS consultant for on-site visits at least twice each construction season.
- D. Will identify all approved trainees on the payrolls, for example: "grp. 4 roller operator trainee." This includes trainees in job classifications not covered by DBRA.
- E. Will assign each trainee to a particular person—either a supervisor or an employee proficient in the skill—who shall see that timely, instructional experience is received by the trainee. This person will be familiar with the OJT Program, ensure proper records are kept, and ensure the required training hours are completed in accordance with the training curriculum.
- F. Will make the trainer and project superintendent available to the OJTSS consultant for on-site visits at least twice each construction season.
- G. May terminate the training period of a trainee who has completed 90% or more of their hours and advance the trainee to journeyworker status after providing notice to the Department.
- H. Will notify the Department when a trainee completes the OJT Program. The Department will issue a certificate of completion to the trainee upon receipt of all required paperwork.
- I. May upgrade trainees from one power equipment operator group or truck driver group to another, with the approval of the Civil Rights Division. Trainees upgraded will not be required to

complete the entire number of hours assigned to the new training curriculum. The minimum number of hours required will be:

Power Equipment Operator Groups 4-6 to Groups 1-3 = 400 hrs.  
Class C Truck Driver to Class B = 200 hrs.  
Class B Truck Driver to Class A = 200 hrs.

Depending on the variety of experience the trainee has gained under the previous curriculum, the difference in the hours may be deducted from the actual operation of the piece of equipment or truck. The contractor will need to review the trainee's past performance in order to make this determination.

- J. May upgrade commercial driver's license (CDL)-holding trainee candidates having over-the-road driving experience, with little or no highway construction experience, from the Class B truck driver training curriculum to a Class C truck driver trainee, with the approval the Civil Rights Division.
- K. May transfer trainees from one project to another in order to complete the OJT Program. If transfers are made, the Civil Rights Division must be notified and provided with the name of the trainer. The training hours will count toward overall OJT Program completion.
- L. May use trainees on municipal, private, or other non-highway work and work performed out of state. The training hours will count toward overall OJT Program completion; however, no program reimbursement will be made for those hours. In addition, the hours will be limited to no more than 25% of the total hours required under the training curriculum.
- M. May delegate or reassign trainee positions to subcontractors, with the acceptance of the subcontractors and the approval of the Civil Rights Division. The prime contractor must verify that the trainee will be able to accumulate enough hours to complete his or her training program. If approved, the subcontractor must obtain training program and trainee approval from the Civil Rights Division before the trainee begins work under the OJT program. Program reimbursement will be made directly to the prime contractor. The trainee position will remain the responsibility of the prime contractor.
- N. May use trainees on projects subject to TERO requirements as part of the core crew or as part of the skilled labor supplied by the contractor.
- O. May not use one trainee to fill multiple trainee positions. For instance, a subcontractor may not use the same trainee in the same training program to simultaneously fill two or more trainee positions reassigned to them by prime contractors.
- P. May use a trainee on a piece of equipment in groups 1-3 or groups 4-6 for one assigned trainee position, then once that trainee has completed the program, the trainee may be trained on a different piece of equipment in groups 1-3 or groups 4-6 to fulfill a second assigned trainee position. When a trainee is used for a second time within a group, the contractor must pay that trainee at the higher wage rate as described in paragraph B under Wage Rates (page 8).
- Q. Will provide training year-round as possible.

IX. CLASSROOM TRAINING

- A. Classroom training may be used to train employees. The contractor will submit a proposed classroom training curriculum to the Civil Rights Division for approval. The classroom training curriculum must define the type of training the individual will receive and the minimum number of hours required. The Department will determine the number of hours of credit each trainee will receive toward their training. Each classroom training curriculum must be pre-approved by the Civil Rights Division if the contractor wishes to count the classroom hours as training hours. No retroactive approval will be granted.
- B. Contractors will be reimbursed for classroom training hours after the trainee has completed 80 hours of work on highway construction projects.
- C. Reimbursement for classroom training will be limited to 60 hours per trainee per construction season. Qualified testing technicians and concrete testing technicians/inspectors will not be included in the 60-hour limit. Reimbursement for classroom training required under the Department's Transportation Technician Qualification Program will be at the Department's discretion.
- D. The minimum wage scale to be used for classroom training will be that of the first federal-aid highway construction project on which the trainee will be employed. If the trainee is already employed on a federal-aid highway construction project, the trainee will be paid in accordance with the minimum wage scale applicable to that project. However, if the first project on which the trainee will be employed is a state funded only contract, the minimum wage scale to be used for the classroom training will be that of the appropriate Davis-Bacon wage in effect at the time of award of the state funded contract.

X. WAGE RATES

- A. The minimum wage rates shall not be less than 80% of the journeyworker rate for the first two quarters of training, 85% of the journeyworker rate for the third quarter, and 90% of the journeyworker rate for the fourth quarter. In no case shall the minimum wage be less than that of the group 1 laborer classification in the federal Davis-Bacon wage rates contained in the contract proposal. Trainees shall be paid full fringe benefit amounts, where applicable. The contractor has the option of paying the fringe benefits into approved plans, funds, or programs or directly to their employees. A trainee working on a state funded only project, must be paid the Davis-Bacon wage rate in effect at the time of award of the state funded project for the type of work the trainee is performing.
- B. Under the power equipment operator training curricula only, once a trainee has completed a training curriculum in either groups 1-3 or groups 4-6, the contractor may enroll the trainee in another training curriculum on a different piece of equipment in either groups 1-3 or groups 4-6. The minimum wage rate under the second program shall not be less than 85% of the journeyworker rate for the first two quarters of training, 90% of the journeyworker rate for the third quarter, and 95% of the journeyworker rate for the fourth quarter.
- C. At the completion of the OJT Program, the trainee shall receive the wages of a skilled journeyworker.

- D. For the purpose of the OJT Program, a quarter is 25% of the hours worked by each trainee and does not represent three months of the year. The first two quarters of a 550-hour training curriculum would end after 275 hours, the third quarter after 138 hours, and the fourth after 137 hours.

## XI. RECRUITMENT AND SELECTION PROCEDURES

### A. Prerequisite for Trainees:

To be qualified for enrollment in the OJT Program, trainees must possess basic physical fitness for the work to be performed, dependability, willingness to learn, ability to follow instructions, and an aptitude to maintain a safe work environment.

### B. Licenses:

Truck driver trainees must possess appropriate driver permits or licenses for the operation of Class A, B, and C trucks. When an instructional permit is used in lieu of a license, the trainee must be accompanied by an operator who:

1. Holds a license corresponding to the vehicle being operated;
2. Has had at least one year of driving experience; and
3. Is occupying the seat next to the driver.

### C. Recruitment:

1. Notices and posters setting forth the contractor's Equal Employment Opportunity Policy and the availability of the OJT Program will be placed in areas readily accessible to employees, applicants for employment, and potential employees.
2. The contractor must employ members of the targeted group (minority, female, or economically disadvantaged individuals) for all trainee positions assigned in accordance with the OJT Program. Additional positions requested by the contractor may be filled by individuals outside of the targeted groups.
3. The contractor will conduct systematic and direct recruitment through public and private employee referral sources.
  - Recruitment resources are available on the Department's website at:  
<https://www.dot.nd.gov/divisions/civilrights/docs/BestEffortsRecruitment.pdf>
4. Present employees will be screened for upgrading. A present employee may qualify as a trainee; however, no work hours will be reimbursed or counted toward program completion prior to training program and trainee approval by the Civil Rights Division.

### D. Selection:

1. The selection and employment of a person, meeting the aforementioned criteria, by a

participating contractor shall qualify the person for the OJT Program.

2. Employment of trainees will be in accordance with the workforce requirements of the contractor. Each contractor will hire and train the trainees for use in their own organization.
3. A contractor may not employ an individual as a trainee in a job classification in which that individual has successfully completed a training course leading to journeyworker status or in which the individual has been previously employed as a journeyworker.
4. Contractors must submit the *Request for On-the-Job Trainee Approval (SFN 60226)* and the trainee's employment application to the Civil Rights Division for review and approval. Approval must be obtained before the trainee may begin work under the OJT Program. No retroactive approval will be granted.
5. The economically disadvantaged certification can only be obtained from JSND. Written certification of individuals under this category can be provided to the contractor at the time of the interview if the applicant is referred by JSND. Any person wishing to obtain this certification must apply to JSND and complete the Application for Eligibility (SFN 7857). This certification must be provided to the Civil Rights Division with the other required information as part of the approval process for trainees. A contractor that has an individual who may qualify must contact the Workforce Investment Act Program Manager at JSND. JSND contacts are also available on the Department's website at:  
  
<http://www.dot.nd.gov/divisions/civilrights/docs/jobservice-workforce-invest-contacts.pdf>
6. Nonminority males used to fill additional trainee positions approved by the Department do not have to be certified as economically disadvantaged.

## XII. BASIS OF PAYMENT

- A. Contractors will be paid \$4.00 for each hour of training provided in accordance with the OJT Program.
- B. Program reimbursement will be made directly to the prime contractor. To request reimbursement, prime contractors must complete the *Voucher for On-the-Job Training Program Hourly Reimbursement (SFN 51023)* for each trainee employed under the OJT Program. Attached to each voucher must be excerpts from the weekly certified payrolls showing the trainee's hours, rate of pay, and how applicable fringe benefits are paid. This includes excerpts from weekly payrolls for state funded only projects. Vouchers without excerpts from payrolls will not be paid until the excerpts are provided. If the excerpts from the payrolls are not provided within one week, the voucher will not be approved. The voucher is available on the Department's website at:  
  
<http://www.dot.nd.gov/forms/sfn51023.pdf>
- C. The completed vouchers must be submitted to the Civil Rights Division for approval and processing by the fifteenth (15<sup>th</sup>) calendar day of every following month the trainee is employed under the OJT Program.

Regardless, all vouchers for trainee hours worked on state funded only projects from July 1 to June 30 must be received by the Civil Rights Division no later than July 15 in order to be reimbursed. All vouchers for trainee hours worked on federally funded projects from October 1 to September 30 must be received by the Civil Rights Division no later than October 15 in order to be reimbursed. This is due to state and federal end-of-the-year budget fiduciary requirements.

XIII. FAILURE TO PROVIDE THE REQUIRED TRAINING OR HIRE THE TRAINEE AS A JOURNEYWORKER

- A. No payment shall be made to a contractor for failure to provide the required training or failure to hire the trainee as a journeyworker when such failure is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this OJT Program Special Provision.
- B. If payments have been made, the Department will withhold the amount paid from the contractor's progress payment.
- C. It is normally expected that a trainee will begin his or her training as soon as feasible after start of work utilizing the skill involved and remain employed as long as training opportunities exist in his or her work classification or until he or she has completed his or her training program.
- D. It is not required that all trainees be employed for the entire length of the construction season. A contractor will have fulfilled its responsibilities under this OJT Program Special Provision if it has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled for a significant period.

XIV. UNFULFILLED TRAINEE POSITIONS

- A. Any contractor that has not fulfilled the assigned number of trainee positions during a construction season must contact the Civil Rights Division by October 1 of the current construction season and provide documentation as to why the assigned trainee positions were not completed. The Civil Rights Division will decide, on a case-by-case basis, whether to carry the trainee positions over to the next construction season.
- B. Carryover trainee positions should be among the first positions filled at season startup. Contractors must notify the Department of the trainee's rehiring and submit *Request for On-the-Job Trainee Approval (SFN 60226)*, marking 'Check if Carryover Trainee' in the Approved Training Program section of the form, See Attachment 2.
- C. Sanctions, up to and including revocation of bidding privileges, may be imposed by the Department for failure on the part of the contractor to provide sufficient documentation as to why assigned trainee positions were not fulfilled.

## NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

### SPECIAL PROVISION

#### TEMPORARY EROSION AND SEDIMENT BEST MANAGEMENT PRACTICES

##### 1. GENERAL

Install, maintain and remove appropriate Temporary Best Management Practices (BMPs).

##### Definitions:

- A. Temporary Erosion and Sediment BMPs** are to be installed and maintained before and during the term of the land disturbance activity. These items are removed when permanent erosion and sediment BMPs are installed.
- B. Permanent Erosion and Sediment BMPs** are to be installed and maintained once the project is completed so that the applicable permits can be terminated.

In some instances, individual temporary and permanent erosion and sediment BMPs for a site may consist of identical BMPs. In these cases, the temporary erosion and sediment BMPs may be used as the permanent erosion and sediment BMPs if they meet the following criteria:

1. The BMP was installed correctly,
  2. Is in a functional condition,
  3. Has had all accumulated sediment removed.
- C. The Stormwater Pollution Prevention Plan (SWPPP)** is the document that identifies potential sources of sediment or other pollution from construction activity and ensures practices are used to reduce the contribution of pollutants from construction site runoff.
  - D. Contractor Controlled Areas** are areas not included in the contract, but are obtained and solely controlled by the Contractor (e.g., concrete or asphalt batch plants, concrete washout areas, equipment staging yards, material storage areas, excavated material disposal areas, Contractor furnished borrow areas, etc.).
  - E. Maintenance** is any action taken to keep a BMP in working condition. These actions may consist of repairing failures of the BMP itself.

**F. Noncompliance** is any action or inaction that violates the regulations imposed by the applicable permits or the requirements of this special provision and other contract documents. Failure of a BMP does not necessarily constitute noncompliance as long as the BMP is repaired, replaced or supplemented within the timelines established in the applicable permits and no sediment is discharged from the site or into a water of the state.

## 2. CONSTRUCTION REQUIREMENTS

Develop a SWPPP specific to the project. The creation of the SWPPP is a cooperative effort between the NDDOT who creates the project plan sheets and the Contractor who creates a complete SWPPP which incorporates the plan sheets and the Contractor's means and methods. The project plan sheets by themselves do not meet the requirements of a complete SWPPP and should not be considered as such. The Contractor has the flexibility to modify the design and implementation of the temporary erosion and sediment controls to match the Contractor's means and methods and/or field conditions. These changes must be documented in the SWPPP and meet all regulatory requirements.

Obtain appropriate permit coverage for the activities conducted in Contractor Controlled Areas. A permit will be required for these areas regardless of their size. The NDDOT will have no responsibility for these areas.

Install perimeter erosion and sediment BMPs according to the plans/SWPPP prior to site disturbance.

Change the location of temporary erosion and sediment BMPs to fit the field conditions.

Update the SWPPP as work progresses, or as directed by the Engineer. Update the SWPPP to show changes due to revisions in work schedules or sequence of construction. Update the site map to reflect erosion and sediment BMPs that have been installed, changed, or removed.

Do not rely on perimeter BMPs as the sole method of controlling erosion. As the project progresses, install temporary erosion and sediment BMPs within the perimeter BMPs to control erosion resulting from the construction of the project.

Use temporary erosion and sediment BMPs to prevent contamination of adjacent streams or other watercourses, lakes, ponds or other areas of water impoundment.

Coordinate temporary erosion and sediment BMPs with the construction of permanent erosion and sediment BMPs to provide continuous erosion control. Do not install temporary erosion and sediment BMPs when permanent erosion and sediment BMPs are able to be installed. Once the permit is terminated or transferred to the Department, the maintenance of the permanent erosion and sediment BMPs becomes the responsibility of the NDDOT.

Install stabilization BMPs (mulch, seeding and mulch, etc.) in areas that have been disturbed where work has temporarily or permanently ceased following the timelines established in the applicable permits. If implementation of stabilization is precluded by snow cover, undertake such measures as soon as conditions allow.

Maintain the effectiveness of the temporary erosion and sediment BMPs as long as required to contain sediment runoff. Inspect the temporary erosion and sediment BMPs and complete the inspection and maintenance reports every 14 days and within 24 hours of a rainfall event of 0.25 inch or more. During prolonged rainfall (more than 1 day), conduct an inspection within 24 hours of the first day of the event and within 24 hours after the end of the event. Inspections are required only during normal business hours. Install a rain gauge to monitor rainfall amounts as required by the appropriate permit.

Correct any deficiencies in the BMPs within the timelines established in the applicable permits. If conditions do not permit access to the BMP, corrective actions can be taken by installing additional BMPs. Correct the original deficiencies as soon as conditions allow access to their location without causing additional damage to the slopes. In the inspection logs, document the conditions that prohibit access.

Provide copies of all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the applicable permits to the Engineer. Provide inspection and maintenance reports within 3 working days after an inspection has been conducted.

Provide immediate written notification to the Engineer of proposed changes to the erosion control plan or SWPPP. The Engineer will review the proposed changes and determine if they are adequate. Documentation of maintenance and inspections that does not affect the erosion control plan or SWPPP does not require approval by the Engineer.

Remove the temporary devices when directed by the Engineer or when permanent erosion and sediment controls are installed.

### **3. Erosion and Sediment Control Supervisor.**

**A. General.** Designate an erosion and sediment control supervisor. Provide the name and contact information for the supervisor at the preconstruction meeting. If this erosion and sediment control supervisor becomes unavailable on the project, designate a replacement supervisor. Notify the Engineer if this supervisor changes and provide the contact information for the new supervisor.

**B. Qualifications.** The supervisor shall be:

1. An employee of the Prime Contractor;

2. Familiar with installation, maintenance and removal of BMPs and the requirements of the erosion and sediment control plans, applicable permit requirements, specifications, plans and this provision; and
3. Competent to supervise personnel in erosion and sediment control operations.

**C. Duties.** The supervisor shall:

1. Provide erosion and sediment control as required by the SWPPP, Plans, and Specifications.
2. Be on the site to supervise the installation, operation, inspection, maintenance, and removal of the erosion and sediment BMPs.
3. Update the SWPPP as work progresses to show changes due to revisions in work schedules or sequence of construction, or as directed by the Engineer. Update the site map to reflect erosion and sediment BMPs that have been installed, changed, or removed.
4. Propose changes to improve erosion and sediment control.
5. Be accessible to the job site within 24-hours.
6. Provide the Engineer with documentation of all erosion and sediment control activities and inspections as required above.

### **3. PERFORMANCE**

Correct all areas of noncompliance within 24 hours after notification of noncompliance. If corrective actions are not taken within 24 hours, the Engineer may:

1. Assess a contract price reduction of \$500 per day per instance;
2. Have deficiencies corrected by another Contractor and deduct the cost of the work from the monies due or to become due to the Contractor;
3. Suspend all work; or
4. Withhold payment on other contract items/pay estimates.

These actions will be applied until deficiencies have been corrected.

#### **4. BASIS OF PAYMENT**

BMP installation will be paid for at the contract unit price for erosion and sediment control for the appropriate items and sections. The plans will detail the required BMPs for temporary and permanent installations. The same bid items may be used for temporary and permanent BMPs.

BMP items will be measured as specified in the "Method of Measurement" portion of the appropriate section of the specifications.

BMP item removal will be paid for at the contract unit price for "Remove \_\_\_\_\_" in the appropriate section of the specifications.

Include the costs for labor, materials, maintenance, equipment, disposal, adherence to the permit, and SWPPP modifications in the respective pay items.

When the Engineer directs the replacement of temporary erosion and sediment BMPs that are no longer functional because of deterioration or functional incapacity and those items were installed as specified in the Contract or as directed by the Engineer, the Department will pay for replacement BMPs

No payment will be made for replacing temporary erosion and sediment BMPs that the Engineer determines are ineffective because of improper installation, lack of maintenance, or the Contractor's failure to pursue timely installation of permanent erosion and sediment BMPs as required in the Contract.

No payment will be made for replacing temporary erosion and sediment BMPs due to contractor operations. Include the cost to move Flotation Silt Curtain as work progresses in the price bid for "Flotation Silt Curtain".

Erosion and sediment controls for Contractor Controlled Areas are the responsibility of the Contractor and will not be paid for by the Department.

Removal of sediment from silt fence and fiber rolls will be paid for at the price listed in the "Price Schedule PS-1."

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**  
**SPECIAL PROVISION**  
**FEDERAL MIGRATORY BIRD TREATY ACT**

**GENERAL**

Work may impact migratory birds or active migratory bird nests. A nest is considered active when it contains eggs or chicks.

Nests are active primarily during the primary breeding season for migratory birds in North Dakota from February 1 to July 15.

All reasonable, prudent, and effective measures should be identified and implemented to avoid take. The definition of take in 50 CFR 10.12 is: to pursue, hunt, shoot, wound, kill, trap, capture, or collect, or attempt to pursue, hunt, shoot, wound, kill, trap, capture, or collect.

**PREVENTATIVE MEASURES**

**General**

If no active nests are present at bridges, reinforced concrete box culverts, or structural plate pipes; prevent migratory birds from building new nests and from using nests built in previous years.

Preventative measures include securing tarps, fabric, netting, or wire mesh to the structure to prevent and discourage nesting. Additional measures may include hosing or knocking down any inactive nests or unfinished nests while avoiding take.

Preventative measures may be utilized before, during, and after breeding season.

Collect nests and nest debris and treat as agriculture waste. Disposal can occur by hauling waste to a permitted landfill or on-site when mixed with topsoil uniformly at the rate of 2 tons per acre away from water bodies and runoff.

If a nest where birds are present is found; the Contractor shall have a qualified biologist conduct a bird/nest survey no more than 5 working days prior to starting work at the structure site. A biologist is considered qualified if they have obtained a 4 year degree from an accredited university in a natural sciences field and is employed as an environmental professional.

If active nests are identified, cease construction or demolition and maintain a minimum buffer of 25 feet around active nests to avoid take. The qualified biologist may adjust the buffered distance in coordination with the USFWS. Maintain the buffer as construction resumes until the nests are no longer active.

**SURVEY REQUIREMENTS**

The USFWS requires that field surveys conducted for nesting birds with the intent of avoiding take include documentation of the presence of migratory birds, eggs, inactive and active nests, along with information regarding the qualifications of the biologists performing the survey, and any avoidance measures implemented at the project site.

If the survey or other available information indicates a potential for take of migratory birds, their eggs, or active nests, contact the USFWS for further coordination on the extent of the impact and the long-term implications of the intended use of the project on migratory bird populations.

Ecological Services  
U.S. Fish & Wildlife Service  
3425 Miriam Avenue  
Bismarck, ND 58501  
701-250-4481

**BASIS OF PAYMENT**

Include the costs for the removal and disposal of nests, the prevention of nesting, and bird/nest surveys in the price bid for the work at the structure site.

Such payment is full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION**

**HOT MIX ASPHALT (HMA) – NON QC/QA**

**Project 7-002(154)018 - PCN 20762**

**GENERAL**

In addition to the requirements of Section 430, “Hot Mix Asphalt (HMA)”, the following provisions apply.

The Engineer will be responsible for acceptance testing.

**CONSTRUCTION REQUIREMENTS**

**A. Contractor Personnel.**

Replace Section 430.04 A, “Contractor Quality Control (QC)” with the following:

Provide personnel meeting the requirements of the NDDOT Technician Certification Program for the following tests:

- T 2 – Sampling of Aggregates
- T 248 – Reducing Samples of Aggregate to Testing Size
- NDDOT 5 – Sampling and Splitting Field Verification of HMA Samples
- NDDOT 2 – Contractor Coring

**B. Determination of Specific Gravity.**

Provide the Engineer with the results of the specific gravity determination made under Section 430.02 of the Field Sampling and Testing Manual.

Section 430.04 C.2, “Determination of Specific Gravity” is optional. The Engineer will determine if specific gravity correlations will be required.

If the Engineer determines that the correlation of specific gravity is not necessary, the Contractor will be notified and the Contractor may then proceed with the development of a mix design.

**C. Mix Design Verification.**

The Engineer will have the option of verifying the mix design specified in Section 430.04 D.1, “General”. If the Engineer determines that mix design verification is necessary, verification will be conducted in accordance with the standard specifications and the Field Sampling and Testing Manual.

**D. Control Limits.**

Replace Section 430.04 E, “QC Testing” with the following:

The field test results may vary from the mix design target values as shown in Table 1.

**Table 1**

Test/Assessment		Single Test Target Value Control Limit
Asphalt Content (based on totalizer reading)		+ 0.30
ND T 27	Control Sieves	
	½"	+ 6
	#4	+ 6
	#30	+ 5
	#200 <sup>1</sup>	+ 2.0
SFN 50289	% Air Voids	2.0 – 6.0
ND T 113	Lightweight Pieces in Aggregate	Not more than maximum specified
NDDOT 4	Course Aggregate Angularity	Not less than the minimum specified
ND T 304	Fine Aggregate Angularity	Not less than the minimum specified
ND D 4791	Flat and Elongated Particles	Not more than maximum specified
ND T 176	Clay Content/Sand Equivalent	Not less than the minimum specified

<sup>1</sup>Not to exceed maximum specified

If an individual test falls outside the single test target value control limits, take immediate corrective action. After implementation of the corrective action, collect a sample and conduct the test that fell outside the control limits. If the test following the corrective action falls outside of the control limits discontinue paving operations until the cause is found and corrected. Resume paving operations only after obtaining approval from the Engineer.

The test following the corrective action is used to determine the effectiveness of the corrective action. It is not used for acceptance of material and will not be factored into the moving average.

If an individual gradation test a single control sieve falls outside the single test target value control limits, continued production is allowed only if the air voids are within the control limits and the material passing the #200 sieve does not exceed the maximum specified in Table 430-01.

Discontinue paving operations if 2 consecutive tests exceed the single test target value control limit for any of the following:

- ND T 113, Lightweight Pieces in Aggregate;
- ND T 304, Fine Aggregate Angularity;
- NDDOT 4, Percentage of Fracture Particles in Coarse Aggregate; or
- ND T 176, Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test.

Resume paving operations only after taking corrective action and obtaining approval from the Engineer.

**E. Aggregate Acceptance.**

Replace Section 430.04 M.1, "Aggregate" with the following:

The Engineer will accept aggregate used in the mix based on tests performed specified in section F "Aggregate Testing" and section D, "Control Limits" of this provision.

If the results for an aggregate gradation test fall outside the single test target value control limits, the Engineer will apply a contract price adjustment as specified in Section 430.06 C, "Contract Price Adjustments".

**F. Aggregate Testing**

The Engineer will perform tests at the frequencies shown in Table 2. At times directed by the Engineer, obtain aggregate samples from the cold feed belt according to ND T 2.

Obtain a mix sample from behind the paver each time an aggregate sample is obtained for sieve analysis.

**Table 2  
Testing Frequencies**

<b>Test/Assessment</b>	<b>Minimum Testing Rate</b>
ND T 11 Materials Finer than No. 200 Sieve	1 per 1500 tons of material produces and Minimum of 1 per production day
ND T 27 Sieve Analysis of Fine and Coarse Aggregate	1 per 1500 tons of material produces and Minimum of 1 per production day
% Air Voids	1 per 1500 tons of material produces and Minimum of 1 per production day
ND T 113 Lightweight Pieces in Aggregate	Once per project
ND T 166 Bulk Specific Gravity of Compacted Hot Mix Asphalt Using Saturated Surface-Dry Specimens and Maximum Theoretical Density	Each time ND T 11 and ND T 27 are performed
ND T 176 Clay Content/Sand Equivalent	Once per project
ND T 209 Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures	Each time ND T 11 and ND T 27 are performed
ND T 304 Fine Aggregate Angularity	Each time ND T 11 is performed
ND T 312 Preparing and Determining the Density of Hot Mix Asphalt Specimens by Means of Superpave Gyrotory Compactor	Each time ND T 11 and ND T 27 are performed
ND D 4791 Flat and Elongated Particles	Once per project
NDDOT 4 Course Aggregate Angularity	Once per project

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISION

FUEL COST ADJUSTMENT CLAUSE

Revision Date: 9/8/2006

Introduction

This Special Provision provides for price adjustments to the Contract when significant changes in the cost of motor fuels and burner fuels occur while completing the Contract work. Participation in fuel cost adjustment program is not mandatory. A Contractor is not required to notify the Department at the time of submitting bids whether the Contractor will or will not participate in the fuel cost adjustment provision.

The North Dakota Department of Transportation (NDDOT) will send the low responsible bidder a "Fuel Cost Adjustment Affidavit" (SFN 58393) with the proposed Contract. The Contractor shall return a completed Fuel Adjustment Affidavit with the signed Contract as specified in Standard Specification Section 103.06, Execution and Approval of the Contract. The affidavit shall be returned on all Contracts with this provision even if the Contractor elects not to participate in the provision.

Compensation adjustments for motor fuels and burner fuels consumed in prosecuting the Contract shall be determined by the Engineer in accordance with the provisions set forth herein. Compensation adjustments will be assessed monthly for the cost of the motor fuels and burner fuels whenever the Current Fuel Index (CFI) is outside the given threshold of the Base Fuel Index (BFI) for the Contract.

If the Contractor has a fixed price for fuel for motor or burner fuels to complete the work, no fuel cost adjustments will be made for that fuel type. If there is no fixed fuel price for motor or burner fuels, participation in the Fuel Adjustment provision is the decision of the prime Contractor.

If the prime Contractor decides not to participate, no fuel cost adjustments will be made to the Contract for the Contractor or any subcontractors. If the prime Contractor elects to participate in the fuel cost adjustment provision, the prime Contractor shall include the anticipated fuel cost of subcontractors who wish to participate. If fuel cost adjustments are made to the Contract, the prime Contractor shall ensure that participating subcontractors including second and lower tier, are included in the adjustments in proportion to the percentage of work and anticipated fuel cost by that subcontractor.

Fuel Indexes

Each month, NDDOT will record the average wholesale price for No. 2 diesel fuel and the average wholesale price for unleaded gasoline (87 octane). The monthly average will be the average of the daily rack prices for the month as reported by DTN Energy for Fargo ND.

The burner fuel index will be the No. 2 diesel fuel index regardless of the type of burner fuel actually used.

The Base Fuel Index (BFI) price for motor fuels and burner fuel to be used in the Contract will be the average wholesale price for the month prior to the bid opening.

The Current Fuel Index (CFI) price for motor fuels and burner fuel to be used for each monthly adjustment will be the average wholesale price for the month prior to the adjustment month.

Fuel Ratio

For motor fuels diesel and unleaded gas, the fuel ratio of the Contract will be determined by dividing the Contractor's affidavit costs for each motor fuel by the original Contract amount.

For burner fuels, the fuel ratio of the contract will be determined by dividing the Contractor's affidavit cost for burner fuels by the original Contract amount of plant-mixed hot bituminous pavement paid by the ton. Asphalt cement, binders and other miscellaneous bituminous items shall not be included.

The fuel ratio of the contract for motor and burner fuels will remain the same throughout the length of the contract. The sum of the affidavit fuel costs shall not exceed 15% of the original Contract amount.

The fuel ratio for the three fuel types will be determined by the following equation:

<b>Fuel Ratio<sub>(x, y, z)</sub> = Affidavit Cost<sub>(x, y, z)</sub> / Original Contract Amount<sub>(x, y, z)</sub></b>		
(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel
Fuel Ratio <sub>(x, y, z)</sub>	=	Fuel ratio of the contract for each respective fuel type
Affidavit Cost <sub>(x, y, z)</sub>	=	Fuel costs from Fuel Adjustment Affidavit (SFN 58393)
Original Contract Amount <sub>(x, y)</sub>	=	Total of the original contract amount excluding lane rental, and Part B of the bid (when A+B bidding is used), if applicable.
Original Contract Amount <sub>(z)</sub>	=	Total original contract amount for all hot bituminous pavement bid items combined, excluding bid items for asphalt cement, sawing and sealing joints, coring, etc. Only hot bituminous pavement bid items measured by the Ton will be included in the calculation.

Cost Change

The monthly change in fuel costs will be determined by the following equation:

<b>Cost Change<sub>(x, y, z)</sub> = ( CFI<sub>(x, y, z)</sub> - BFI<sub>(x, y, z)</sub> ) / BFI<sub>(x, y, z)</sub></b>		
(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel (use diesel prices)
Cost Change <sub>(x, y, z)</sub>	=	The relative change in the current CFI and the BFI for each fuel type
CFI <sub>(x, y, z)</sub>	=	Current Fuel Index for each fuel type
BFI <sub>(x, y, z)</sub>	=	Base Fuel Index for each fuel type

Contract Adjustments

Contract adjustments will be made for the cost of motor and burner fuels whenever the cost change exceeds a ±0.10 threshold. No fuel cost adjustment will be made for work done under liquidated damages. Adjustments will be determined for Motor Fuel (diesel), Motor Fuel (unleaded), and Burner Fuel (burner) separately and shall be computed on a monthly basis.

When the cost change is greater than 0.10, the rebate to the Contractor for each fuel type shall be computed according to the following formulas:

<b><math>FCA_{(x, y, z)} = \text{Fuel Ratio}_{(x, y, z)} \times \text{Estimate}_{(x, y, z)} \times (\text{Cost Change}_{(x, y, z)} - 0.10)</math></b>		
(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel
$FCA_{(x, y, z)}$	=	Fuel Cost Adjustment for each of the fuel types
$\text{Fuel Ratio}_{(x, y, z)}$	=	Fuel Ratio for each of the fuel types
$\text{Estimate}_{(x, y)}$	=	The monthly total of work done on estimates issued in the current month excluding incentive or disincentive payments, pay factor adjustments and any work completed under liquidated damages.
$\text{Estimate}_{(z)}$	=	The monthly total of hot bituminous pavement work done on estimates issued in the current month, excluding bid items for asphalt cement, sawing and sealing joints, coring, etc. Only hot bituminous pavement bid items measured by the Ton will be included in the calculation. Hot bituminous pavement work completed under liquidated damages will not be included.
$\text{Cost Change}_{(x, y, z)}$	=	The monthly change in fuel costs for each of the fuel types

When the cost change is less than -0.10, the credit to the Department for each fuel type shall be computed according to the following formulas:

<b><math>FCA_{(x, y, z)} = \text{Fuel Ratio}_{(x, y, z)} \times \text{Estimate}_{(x, y, z)} \times (\text{Cost Change}_{(x, y, z)} + 0.10)</math></b>		
(x)	=	Motor Fuel (Diesel)
(y)	=	Motor Fuel (Unleaded)
(z)	=	Burner Fuel
$FCA_{(x, y, z)}$	=	Fuel Cost Adjustment for each of the fuel types
$\text{Fuel Ratio}_{(x, y, z)}$	=	Fuel Ratio for each of the fuel types
$\text{Estimate}_{(x, y)}$	=	The monthly total of work done on estimates issued in the current month excluding any incentive or disincentive payments, pay factor adjustments and any work completed under liquidated damages.
$\text{Estimate}_{(z)}$	=	The monthly total of hot bituminous pavement work done on estimates issued in the current month, excluding bid items for asphalt cement, sawing and sealing joints, coring, etc. Only hot bituminous pavement bid items measured by the Ton will be included in the calculation. Hot bituminous pavement work completed under liquidated damages will not be included.
$\text{Cost Change}_{(x, y, z)}$	=	The monthly change in fuel costs for each of the fuel types

Payments

Adjustments will be determined by the Engineer monthly. Adjustments will be made under the following spec and code for each fuel type:

109 0100	Motor Fuels (Diesel)
109 0200	Motor Fuels (Unleaded)
109 0300	Burner Fuel

When significant payment adjustments are made on final estimates to account for final in-place measured quantities, the Engineer may prorate the adjustments back to the months when the work was done.

Attachments

For informational purposes, a 'Fuel Cost Adjustment Affidavit' (SFN 58393) is included as Attachment A.

**FUEL COST ADJUSTMENT AFFIDAVIT**

North Dakota Department of Transportation, Construction Services  
SFN 58393 (08-2006)

SP Fuel Cost Adjustment Clause  
6 of 6

**Attachment A**

Project Number \_\_\_\_\_

*The Contractor is not required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. The Contractor shall return the affidavit on all Contracts with this Provision even if the Contractor elects not to participate.*

Check the box for each fuel type that has a fixed price.  
No adjustments in fuel price will be made for the boxes that are checked.

\_\_\_\_\_

Does your company elect to participate in a fuel adjustment for this contract for the fuels that do not have a fixed price? No adjustments in fuel prices will be made if **No** is checked.

\_\_\_\_\_

If yes, provide the total dollars for each of the applicable fuels.

Diesel (x)	\$		
Unleaded (y)	\$		
Burner Fuel (z)	\$		
Sum (x+y+z)	\$	% of Original Contract Amount	%*

\*The sum of the x, y, and z may not exceed 15% of the original contract amount.

Under the penalty of law for perjury of falsification, the undersigned,

\_\_\_\_\_, \_\_\_\_\_  
Name Title

of \_\_\_\_\_, here by certifies that the documentation is submitted in good  
Contractor

faith, that the information provided is accurate and complete to the best of their knowledge and belief, and that the monetary amount identified accurately reflects the cost for fuel, and that they are duly authorized to certify the above documentation on behalf of the company.

I hereby agree that the Department or its authorized representative shall have the right to examine and copy all Contractor records, documents, work sheets, bid sheets and other data pertinent to the justification of the fuel costs shown above.

\_\_\_\_\_  
Date Signed

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

**X** \_\_\_\_\_  
Signature of Notary Public

My Commission Expires \_\_\_\_\_