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Connecting South Dakota and the Nation

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS,

PROPOSAL, SPECIAL PROVISIONS,

CONTRACT AND CONTRACT BOND

FOR

RECONSTRUCT INTERCHANGE, RECONFIGURE RAMPS, & RECONFIGURE SERVICE ROAD

FEDERAL PROJECT NO. IM 0901(162)14, P 014A(11)8
(PCN 020U, 0217)

INTERSTATE 90 & US HIGHWAY 14A

IN LAWRENCE COUNTY

NOTICE TO ALL BIDDERS

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

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

THE “HOTLINE” IS PART OF THE DOT’S CONTINUING EFFORT TO IDENTIFY AND INVESTIGATE HIGHWAY CONSTRUCTION CONTRACT FRAUD AND ABUSE AND IS OPERATED UNDER THE DIRECTION OF THE DOT INSPECTOR GENERAL.

ALL INFORMATION WILL BE TREATED CONFIDENTIALLY AND CALLER ANONYMITY WILL BE RESPECTED.

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PLANS, PROPOSALS AND ADDENDA

AFTER AWARD OF CONTRACT, THE LOW BIDDER WILL RECEIVE TEN (10) COMPLIMENTARY SETS OF PLANS, PROPOSALS, PROJECT Q & A FORUM, AND ADDENDA FOR FIELD AND OFFICE USE. AN ELECTRONIC COPY WILL ALSO BE PROVIDED. ANY ADDITIONAL COPIES REQUIRED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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Project Number: IM 0901(162)14, P 014A(11)8

Revised 6/24/15
PCN 020U, 0217

NOTICE TO CONTRACTORS

Bid proposals for this project will be received electronically by the South Dakota Department of Transportation (SDDOT) via the SDDOT secure bid submission site at http://apps.sd.gov/hc65bidletting/bidsubmittallogin.aspx until 10 A.M. Central time, on February 17, 2016, at which time the SDDOT will open bids. All bids will be checked for qualifications with results posted on the SDDOT website. The South Dakota Transportation Commission will consider all bids at a scheduled Commission meeting.

The work for which proposals are hereby requested is to be completed within the following requirement(s):

SUBSTANTIAL COMPLETION: **NOVEMBER 9, 2017**

FIELD WORK COMPLETION: **JUNE 1, 2018**

CONSTRUCTION SCHEDULE: T**he project category is Category III**
The project type is Grading
The geographic zone is Zone 3

THE DBE GOAL FOR THIS PROJECT IS: **2%.**

WORK TYPE FOR THIS PROJECT IS: **Work Type 3 or Work Type 7.**

Bidding package for the work may be obtained at: http://apps.sd.gov/hc65bidletting/ebslettings1.aspx

An electronic version of the most recent version of the South Dakota Standard Specifications for Roads and Bridges may be obtained at http://www.sddot.com/business/contractors/specs/2015specbook/Default.aspx

The electronic bid proposal must be submitted by a valid bidder as designated on the Bidding Authorization Form. The Bidder ID and Password, coupled with a previously Department assigned Company ID, will serve as authentication that an individual is a valid bidder and will assure the secure electronic delivery of bid proposals to the Department. This authorization shall remain in full force and effect until written notice of termination of this authorization is sent by an Officer of the company and received by the Department.

PROPOSAL Revised 8/10/11

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, STATE OF SOUTH DAKOTA:

Ladies / Gentlemen:

The following proposal is made on behalf of the undersigned and no others. It is in all respects fair and is made without collusion on the part of any other person, firm or corporation not appearing in the signature to this proposal.

The undersigned certifies that she / he has carefully examined the plans listed herein, the Specifications hereinbefore referred to, the Special Provisions and the form of contract, both of which are attached hereto. The undersigned further certifies that she / he has personally inspected the actual location of the work, together with the local sources of supply and that she / he understands the conditions under which the work is to be performed, or, that if she / he has not so inspected the actual location of the work, that she / he waives all right to plea any misunderstanding regarding the location of the work or the conditions peculiar to the same.

On the basis of the plans, Specifications, Special Provisions and form of contract proposed for use, the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, to finish the entire project **within the contract time specified** and to accept as full compensation therefore the amount of the summation of the products of the actual quantities, as finally determined, multiplied by the unit prices bid.

The undersigned understands that the quantities as shown in the Bid Schedule are subject to increase or decrease, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the provisions of the specifications, and subject to any applicable special provisions, and at the unit prices bid.

The undersigned understands that the "Total or Gross Amount Bid" as immediately hereinbefore set forth is not the final amount which will be paid if this proposal is accepted and the work done, but that such amount is computed for the purpose of comparison of the bids submitted and the determination of the amount of the performance bond.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the specifications, and to give such work personal attention in order to see that it is economically performed.

The undersigned further proposes to both execute the contract agreement and to furnish a satisfactory performance bond, in accordance with the terms of the specifications, within twenty (20) calendar days after the date of Notice of Award from the South Dakota Department of Transportation that this proposal has been accepted.

CERTIFICATION REGARDING LOBBYING

I certify, to the best of my knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the undersigned shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

REV. 12/1/15

SPECIAL PROVISIONS

PROJECT NUMBER(S): IM 0901(162)14, P 014A(11)8 PCN: 020U, 0217

TYPE OF WORK: RECONSTRUCT INTERCHANGE, RECONFIGURE RAMPS, & RECONFIGURE SERVICE ROAD

COUNTY: LAWRENCE

The following clauses have been prepared subsequent to the Standard Specifications for Roads and Bridges and refer only to the above described improvement, for which the following Proposal is made.

The Contractor's attention is directed to the need for securing from the Department of Environment & Natural Resources, Foss Building, Pierre, South Dakota, permission to remove water from public sources (lakes, rivers, streams, etc.). The Contractor should make his request as early as possible after receiving his contract, and insofar as possible at least 30 days prior to the date that the water is to be used.

Lisa Johnson is the official in charge of the Spearfish Career Center for Lawrence County.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Contract Time, dated 1/22/16.

Special Provision for Alternate Bidding, dated 12/30/15.

Special Provision Regarding Combination Bids, dated 1/5/16.

Special Provision for Informal Partnering, 5/3/07.

Special Provision for On-The-Job Training Program, dated 7/10/12.

Special Provision for Traffic Control Supervisor, dated 12/30/15.

Special Provision for Prosecution and Progress, dated 1/20/15.

Special Provision for Subletting of Contract, dated 12/30/15.

Special Provision Regarding Right of Entry, dated 1/7/16.

Agreement to Sell Materials.

Special Provision for Contractor Staking with Machine Control Grading Option, dated 12/30/15.

Special Provision for Concrete Penetrating Sealer, dated 2/22/10.

Special Provision for Contractor Furnished Mix Designs for PCC Pavement, dated 6/19/15.

Special Provision for PI PCC Pavement Smoothness with 0.2" Blanking Band, dated 7/21/15.

Special Provision for Mechanically Stabilized Earth (Large Panel) Walls, dated 8/12/15.

Special Provision for Stainless Reinforcing Steel, dated 9/2/15.

List of Utilities.

Special Provision for Contractor Administered Preconstruction Meeting, dated 4/18/13.
Fuel Adjustment Affidavit, DOT form 208 dated 7/15.
Standard Title VI Assurance, dated 7/14/08.
Special Provision For Disadvantaged Business Enterprise, dated 5/20/15.
Special Provision For EEO Affirmative Action Requirements on Federal and Federal-aid Construction Contracts, dated 9/1/97.
Special Provision For Required Contract Provisions Federal-aid Construction Contracts, Form FHWA 1273 (Rev. May/1/12), dated 4/30/13.
Required Contract Provisions Federal-aid Construction Contracts, Form FHWA 1273 (Rev. 5/1/12).
Special Provision for Cargo Preference Act, dated 1/20/16.
Special Provision Regarding Minimum Wage on Federal-Aid Projects, dated 4/30/13.
Wage and Hour Division US Department of Labor Washington DC.
- US Dept. of Labor Decision Number SD150001, dated 10/9/15.
Special Provision for Price Schedule for Miscellaneous Items, dated 10/14/15.

Special Provision Regarding Storm Water Discharge, dated 5/3/13.
General Permit for Storm Water Discharges Associated with Construction Activities, dated 2/1/10. http://denr.sd.gov/des/sw/IPermits/ConstructionGeneralPermit2010.pdf

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONTRACT TIME

PROJECT IM 0901(162)14 & P 014A(11)8; PCN 020U & 0217
LAWRENCE COUNTY

JANUARY 22, 2016

The Department has provided the following table for information purposes only, as a guide to bidders. The table depicts significant dates and phases associated with those dates. The work in each phase is as detailed in Section C of the Plans.

Description:	**Start:**	**End:**
Phases 1, 2A, & 2B	April 4, 2016	August 3, 2016
Sturgis Rally Restriction	**August 4, 2016**	**August 14, 2016**
Phase 2C	August 15, 2016	November 10, 2016
Winter Restriction	**November 11, 2016**	**April 2, 2017**
Phase 3A	April 3, 2017	August 2, 2017
Sturgis Rally Restriction	**August 3, 2017**	**August 13, 2017**
Phases 3B, 3C, & 4	August 14, 2017	November 9, 2017
Winter Restriction	**November 10, 2017**	**April 1, 2018**
Any Remaining Work	April 2, 2018	June 1, 2018

The substantial completion date for the project is November 9, 2017

The field work completion date for the project is June 1, 2018.

In addition to the substantial and field work completion dates, the following requirements apply.

Phases 1, 2A, and 2B - Eastbound I-90, East portion of 27th St., North portion of US Hwy. 14A / Colorado Blvd., and Substructure of East half of the 27th St. Structure:

The Contractor will not place two-way one-lane traffic in the I-90 westbound lanes prior to April 4, 2016. The Department may allow work prior to April 4, 2016 that impacts traffic, weather permitting. The Area Engineer, in his or her sole discretion, will determine the extent of work the Department will allow prior to April 4, 2016.

The Contractor will complete all work on the I-90 eastbound lanes, as detailed in the Phase 1, 2A, and 2B portions of the project, by the August 3, 2016 interim completion date.

The eastbound On and Off Ramps, 27th St., US 14A / Colorado Blvd., and 27th St. substructure work, as detailed in the Phase 1, 2A, and 2B portions of the project, should be nearing completion but completion is not required by the interim completion requirement. However, the Contractor will open all lanes to unimpeded traffic by the interim completion requirement.

The Department will make a disincentive assessment in the amount of $4,500 per calendar day for each calendar day the work on the I-90 eastbound lanes, as detailed in the Phase 1, 2A, and 2B portions of the project, is not complete beyond the August 3, 2016 interim completion date.

Sturgis Motorcycle Rally Restrictions (2016)

The Contractor will open all lanes and ramps on I-90 to unimpeded traffic and the Department will not allow work on the project from August 4, 2016 to August 14, 2016 (inclusive) due to the Sturgis Motorcycle Rally.

The Contractor will not expose traffic to differential elevations in traveling lanes due to milling or paving operations during this timeframe. The Department will not allow milled surfaces, grooved surfaces, uneven lanes, loose gravel, unmarked lanes, or shoulder drop offs during this timeframe. The Contractor will pave all transitions for a smooth ride as approved by the Engineer.

Phase 2C – westbound I-90, east portion of 27th Street (Continued), 27th Street from 4th Avenue to US Highway 14A / Colorado Boulevard, and superstructure of east half of the 27th Street structure

Phase 2C – Eastbound On Ramp

The Contractor may close the eastbound on ramp while completing 27th Street from Sta. 16+50 to 17+50. The Contractor will complete the work required to open the eastbound on ramp within 25 calendar days.

The Department will begin charging calendar days when the Contractor closes the eastbound on ramp to traffic. The Department will continue to count calendar days until the Contractor completes the work required to open the eastbound on ramp and traffic can move unimpeded. The Department will count calendar days in accordance with Section 8.6 B.

If the Contractor does not complete the work within the calendar day completion requirement, the Department will make a disincentive assessment amounting to $700 per calendar day.

Phase 2C – Westbound On Ramp

The Contractor may close the westbound on ramp while completing westbound I-90 from Sta. 743+50 to 747+00. The Contractor will complete the work required to open the westbound on ramp within 25 calendar days.

The Department will begin charging calendar days when the Contractor closes the westbound on ramp to traffic. The Department will continue to count calendar days until the Contractor completes the work required to open the westbound on ramp and traffic can move unimpeded. The Department will count calendar days in accordance with Section 8.6 B.

If the Contractor does not complete the work within the calendar day completion requirement, the Department will make a disincentive assessment amounting to $1300 per calendar day.

Phase 2C – 27th Street (4th Ave. to US Hwy 14A / Colorado Blvd.)

The Contractor may close 27th Street from Sta. 10+50 to 14+80 while constructing the new lanes. The Contractor will complete the work required to open 27th Street from Sta. 10+50 to 14+80 within 45 calendar days.

The Department will begin charging calendar days when the Contractor closes 27th Street from Sta. 10+50 to 14+80 to traffic. The Department will continue to count calendar days until the Contractor completes the work required to 27th Street from Sta. 10+50 to 14+80 and traffic can move unimpeded. The Department will count calendar days in accordance with Section 8.6 B.

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

November 10, 2016 Interim Completion Date Requirement:

The Contractor shall complete all work in the Phase 1, 2A, and 2B portions of the project, and all work in the Phase 2C portion of the project except as noted below by the November 10, 2016 interim completion date.

Phase 2C work includes all work in Phase 2C except the following:

27th Street superstructure work, permanent pavement marking, permanent seeding, permanent traffic signals, final roadway lighting configuration, and permanent erosion control.

An incentive payment of $2,500 will be added to the contract for each calendar day the work is completed prior to the November 10, 2016 interim completion date requirement. A $2,500 disincentive will be assessed to the contract for each calendar day the work is not completed beyond the November 10, 2016 interim completion date requirement. The Department will count calendar days in accordance with Section 8.6 B until November 30, 2016 (inclusive). Beginning December 1, 2016, the Department will make disincentive assessments on a working day basis. From December 1, 2016 to April 2, 2017 (inclusive), the Department will count working days in accordance with Section 8.6 C.

The maximum incentive for this portion of the project is limited to $100,000. There is no maximum disincentive.

Seasonal Traffic Restrictions (Winter 2016/2017)

The Contractor will open all lanes to unimpeded traffic from November 11, 2016 to April 2, 2017 (inclusive). The Department may allow work on the project from November 11, 2016 to April 2, 2017 (inclusive), at the approval of the Area Engineer. The Area Engineer, in his or her sole discretion, will determine the extent of work the Department will allow from November 11, 2016 to April 2, 2017 (inclusive).

The Contractor will not expose traffic to differential elevations in traveling lanes due to milling or paving operations during this timeframe. The Department will not allow milled surfaces, grooved surfaces, uneven lanes, loose gravel, unmarked lanes, or shoulder drop offs during this timeframe. The Contractor will pave all transitions for a smooth ride as approved by the Engineer.

Phase 3A – westbound I-90 (continued), west portion of 27th Street, north portion of US Highway 14A / Colorado Boulevard (continued), and substructure of west half of the 27th Street structure

The Contractor will not place two-way one-lane traffic in the I-90 eastbound lanes prior to April 3, 2017. The Department may allow work prior to April 3, 2017 that impacts traffic, weather permitting. The Area Engineer, in his or her sole discretion, will determine the extent of work the Department will allow prior to April 3, 2017.

The Contractor will complete all work in the Phase 3A portion of the project by the August 2, 2017 interim completion date.

The Department will make a disincentive assessment in the amount of $4,500 per calendar day for each calendar day the work on the I-90 westbound lanes, as detailed in the Phase 3A portion of the project, is not complete beyond the August 2, 2017 interim completion date.

Sturgis Motorcycle Rally Restrictions (2017)

The Contractor will open all lanes and ramps on I-90 to unimpeded traffic and the Department will not allow work on the project from August 3, 2017 to August 13, 2017 (inclusive) due to the Sturgis Motorcycle Rally.

The Contractor will not expose traffic to differential elevations in traveling lanes due to milling or paving operations during this timeframe. The Department will not allow milled surfaces, grooved surfaces, uneven lanes, loose gravel, unmarked lanes, or shoulder drop offs during this timeframe. The Contractor will pave all transitions for a smooth ride as approved by the Engineer.

Phases 3B, 3C, & 4 – westbound I-90 (Blockout), westbound off ramp (Blockout), westbound on ramp (Blockout), west and east portions of 27th Street (Continued), south portion of US Highway 14A / Colorado Boulevard, raised medians, and superstructure of west half of the 27th Street structure

Phase 3B – Westbound Off Ramp Calendar Day Count Requirement

The Contractor may close the westbound off ramp while completing westbound I-90 from Sta. 765+25 to 769+75 and Ramp A from Sta. 16+00 to 25+75. The Contractor will complete the work required to open the westbound off ramp within 35 calendar days.

The Department will begin charging calendar days when the Contractor closes the westbound off ramp to traffic. The Department will continue to count calendar days until the Contractor completes the work required to open the westbound off ramp and traffic can move unimpeded. The Department will count calendar days in accordance with Section 8.6 B.

If the Contractor does not complete the work within the calendar day completion requirement, the Department will make a disincentive assessment amounting to $750 per calendar day.

Phase 3B – Westbound On Ramp Calendar Day Count Requirement

The Contractor may close the westbound on ramp while completing Ramp D from Sta. 36+50 to 39+50. The Contractor will complete the work required to open the westbound on ramp within 20 calendar days.

The Department will begin charging calendar days when the Contractor closes the westbound on ramp to traffic. The Department will continue to count calendar days until the Contractor completes the work required to open the westbound on ramp and traffic can move unimpeded. The Department will count calendar days in accordance with Section 8.6 B.

If the Contractor does not complete the work within the calendar day completion requirement, the Department will make a disincentive assessment amounting to $1300 per calendar day.

Phases 3B, 3C, & 4 shall be completed in accordance with the substantial completion requirements below.

Substantial Completion

The Contractor shall substantially complete the project by the November 9, 2017 substantial completion date.

The Department will consider the work substantially complete when the Contactor opens all lanes to unimpeded traffic and the Contractor completes all work except the following:

Permanent pavement markings, temporary ramp detour removal, seeding and mulching in the areas of temporary ramp detour removal, permanent erosion control measures.

The Engineer, in his or her sole discretion will determine when the project is substantially complete.

Following the substantial completion of the project, the Department will allow single lane closures for the completion of the remaining items of work (including, but not limited to, temporary ramp detour removal, permanent pavement marking, and seeding and mulching in the areas of the temporary ramp detour removals). The Department will allow single lane closures during daylight hours only and only when the Contractor is actively performing work. Daylight hours will be defined as sunrise to sunset.

An incentive payment of $2,500 will be added to the contract for each calendar day the work is completed prior to the November 9, 2017 substantial completion date requirement. A $2,500 disincentive will be assessed to the contract for each calendar day the work is not completed beyond the November 9, 2017 substantial completion date requirement. The Department will count calendar days in accordance with Section 8.6 B until November 30, 2017 (inclusive). Beginning December 1, 2017, the Department will make disincentive assessments on a working day basis. From December 1, 2017 to April 1, 2018 (inclusive), the Department will count working days in accordance with Section 8.6 C.

The maximum incentive for this portion of the project is limited to $100,000. There is no maximum disincentive.

Seasonal Traffic Restrictions (Winter 2017/2018)

The Contractor will open all lanes to unimpeded traffic from November 10, 2017 to April 1, 2018 (inclusive). The Department may allow work on the project from November 10, 2017 to April 1, 2018 (inclusive), at the approval of the Area Engineer. The Area Engineer, in his or her sole discretion, will determine the extent of work the Department will allow from November 10, 2017 to April 1, 2018 (inclusive).

The Contractor will not expose traffic to differential elevations in traveling lanes due to milling or paving operations during this timeframe. The Department will not allow milled surfaces, grooved surfaces, uneven lanes, loose gravel, unmarked lanes, or shoulder drop offs during this timeframe. The Contractor will pave all transitions for a smooth ride as approved by the Engineer.

Field Work Completion

The Department may allow work prior to April 2, 2018 that impacts traffic, weather permitting. The Area Engineer, in his or her sole discretion, will determine the extent of work the Department will allow prior to April 2, 2018.

The Contractor will complete the project by the June 1, 2018 field work completion date.

If the Contractor does not complete the work field work completion date requirement, the Department will make a disincentive assessment in the amount of $1000 per working day. The Department will count working days in accordance with Section 8.6 C.

General Notes

The maximum incentive payment for the project is limited at $200,000. There is not a maximum cap on the disincentive amount.

The decision of when traffic is impeded and when each phase of the project is complete will be solely at the discretion of the Engineer.

Time Extensions

In order to avoid or reduce liquidated damage and disincentive assessments, the Contractor may request a time extension for the calendar day count completion requirements, interim completion requirements, substantial completion requirement, and field work completion requirement (excluding the Sturgis Motorcycle Rally restriction). The Department will consider these time extension requests using the same considerations that apply when granting an extension of contract time under Section 8.7, except extra work or an increase in quantities will not qualify for an automatic extension of time based on a proportional increase in the contract amount. Time extensions will only be given if the Contractor can document a delay and justify the time extension request.

No incentive payment will be made for extensions of the contract time beyond the interim completion or substantial completion dates.

Time extensions will not change the calendar day count completion requirements, interim completion, substantial completion, or field work completion dates but will reduce the number of liquidated damage and disincentive days assessed following the completion requirements.

Failure to Complete on Time

In addition to the calendar day counts, interim completion dates, substantial completion, and field work completion requirements specified in this special provision, all of the following requirements will also apply:

1 The Contractor will meet the interim completion date requirements as set forth in this special provision. If the Contractor does not complete the work by an interim completion date, or an interim completion date as amended by formally approved time extension, the Department will assess liquidated damages in accordance with Section 8.8 Table A (working days) in addition to the disincentive assessment for interim completion. The Department will assess liquidated damages for each working day the work (project) is late until the Contractor meets the interim completion requirement for the work. In the event the Contractor does not meet an interim completion date requirement, the Department will count working days in accordance with Section 8.6 C.

2 The Contractor will substantially complete the project prior to the substantial completion requirement or the substantial completion requirement as amended by formally approved time extensions. If the Contractor does not complete the work by the substantial completion requirement or the substantial completion requirement as amended by formally approved time extensions, the Department will assess liquidated damages in accordance with Section 8.8 Table A (working days) in addition to the disincentive assessment for substantial completion. The Department will assess liquidated damages for each working day the work (project) is late until the Contractor substantially completes the work. In the event the Contractor does not substantially complete the work on time, the Department will count working days in accordance with Section 8.6 C.

3 The Contractor will complete all work on the project prior to the field work completion requirement or the field work completion requirement as amended by formally approved time extensions. If the Contractor does not complete all work by the field work completion requirement or the field work completion requirement as amended by formally approved time extensions, the Department will assess liquidated damages in accordance with Section 8.8 Table B (working days). The Department will assess liquidated damages for each working day the work (project) is late until the Contractor completes all field work. In the event the

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

Expected Adverse Weather Days

The Department has provided Attachment 1 for information purposes only as a guide to bidders. This table depicts the typical number of adverse weather days expected for any given month, based on historical records. The Department will consider this project a grading project in Zone 3.

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

* * * * *

ATTACHMENT 1

Figure A - Expected Adverse Weather Days for South Dakota

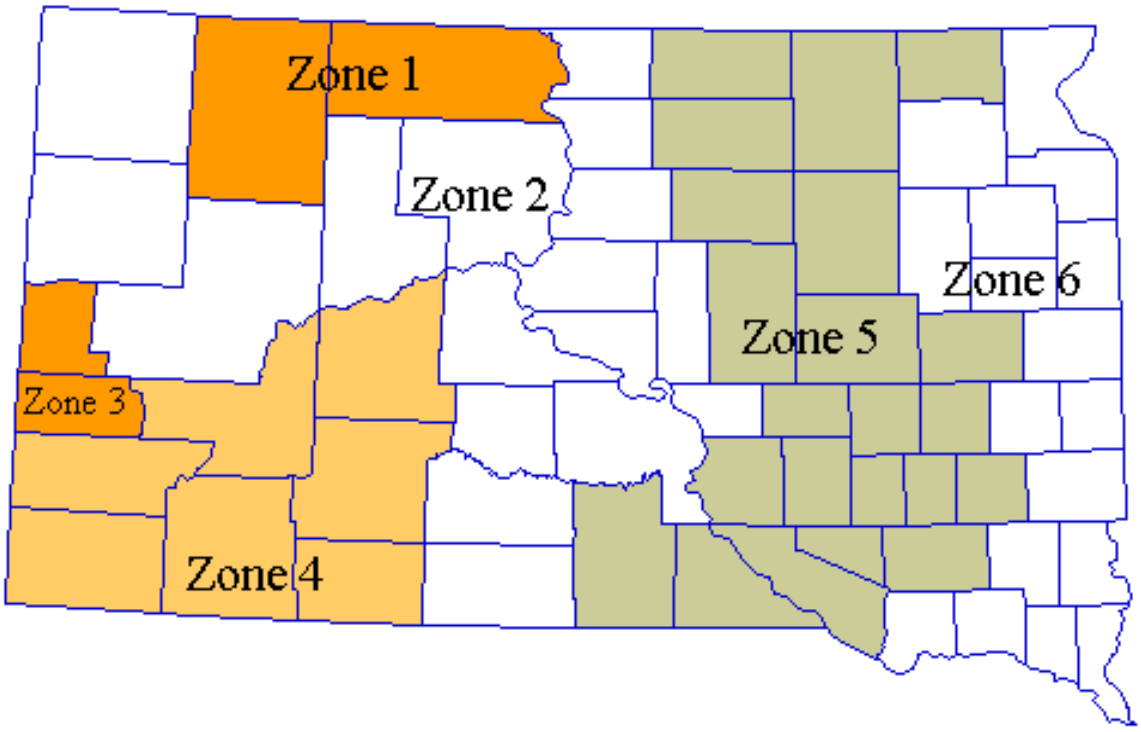

Table 1 - Expected Adverse Weather Days for South Dakota

	Grading Projects						Surfacing and Structural Projects					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
Jan	18	18	16	16	22	24	18	18	15	16	21	23
Feb	19	18	12	14	19	21	19	18	12	14	19	21
Mar	12	10	9	8	11	13	12	10	9	8	10	12
Apr	6	5	8	5	6	6	5	4	6	4	4	4
May	6	6	8	6	6	6	5	5	6	4	4	5
Jun	7	6	7	6	7	8	5	5	5	4	5	6
Jul	5	5	6	5	6	7	4	4	5	3	4	5
Aug	4	4	5	4	5	6	3	3	4	3	4	4
Sep	3	3	4	3	4	5	2	2	3	2	3	4
Oct	4	3	5	3	4	4	3	3	4	2	3	3
Nov	11	9	8	7	10	12	11	9	8	7	10	11
Dec	21	19	15	14	20	22	21	19	15	14	20	22

NOTE: Includes Holidays and Weekends.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
ALTERNATE BIDDING

PROJECT IM 0901(162)14 & P 014A(11)8
PCN 020U & 0217
LAWRENCE COUNTY

DECEMBER 30, 2015

Bidders shall submit bids for the same alternate (A or B) for both surfacing bid item group 1 and surfacing bid item group 2. Bids submitted that do not contain the same alternate for both surfacing bid item group 1 and surfacing bid item group 2 will be rejected and will be considered a non-responsive bid.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING
COMBINATION BIDS

IM 0901(162)14, P 014A(11)8, PCN 020U, 0217
RECONSTRUCT INTERCHANGE, RECONFIGURE RAMPS, &
RECONFIGURE SERVICE ROAD
LAWRENCE COUNTY

JANUARY 5, 2016

Bidders submitting a bid on this project **MUST ALSO** submit a bid on project:

2015 01( ), 2016 02( ), PCN X03K
CITY UTILITIES
LAWRENCE COUNTY

Award of both projects will be to the same bidder based on the total of the two projects.

Work on PCN (X03K) CANNOT be used to meet the DBE Goal established for this project.

After award, the contracts will be administered as entirely separate contracts.

*** * * ***

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
INFORMAL PARTNERING

MAY 3, 2007

The South Dakota Department of Transportation desires to encourage the foundation of a cohesive informal partnership with the Contractor and its principal subcontractors. This partnership is intended to be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, on schedule, and according to the plans and specifications.

This partnership will be bilateral in makeup, and participation will be voluntary. It is intended that the informal partnering be achieved through weekly meetings (or at another frequency considered more appropriate to achieve the partnering objectives for the project) with the Department project personnel, Contractor, and principal subcontractors. It is also recommended and intended that utility company and local government representatives be included in the informal partnering process as is considered necessary.

The Contractor shall set up the place and time and conduct the meetings with participation from the Engineer, subcontractor, and utility company representatives. The Contractor and Engineer should encourage participation and involvement from subcontractor, utility, and local government representatives.

The meeting forum is intended to improve communications, stay abreast of critical issues to all parties, and to effect a mutually respectful and professional working relationship with all effected parties. The Department is encouraging informal partnering as a method to facilitate the construction of a quality project in a timely manner while addressing project issues as they arise.

It is not anticipated that a full facilitation meeting with an independent consultant be required to initiate the informal partnering process. Therefore, it is not anticipated that there will be any direct costs associated with the initiation of the informal partnering process. The partnering process should begin at the preconstruction meeting and continue through the course of the project to completion.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR ON-THE-JOB TRAINING PROGRAM

JULY 10, 2012

This Training Special Provision supersedes Part II, Nondiscrimination, Section 6, Training and Promotion, paragraph "b" on Page 2 of the Required Contract Provisions Federal-Aid Construction Contracts (FHWA 1273 – Rev. 5/1/2012).

PURPOSE

The purpose of the On-the-Job Training (OJT) Program is to provide training for minority, female and economically disadvantaged individuals, hereinafter known as the targeted group, in order that they may develop marketable skills and gain journeyworker status in the skilled craft classifications in which they are being trained.

INTRODUCTION

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 program.

The bidder's signature on the proposal sheet indicates the bidder agrees to participate in the OJT Program and to abide by the provisions of this OJT Program Special Provision.

SELECTION OF TRAINING PROGRAM

A. The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the South Dakota Department of Transportation (Department or SDDOT) and the Federal Highway Administration (FHWA).

B. The Department and FHWA have currently approved one OJT program for use in South Dakota and that is the OJT program designed and implemented by Associated General Contractors (A.G.C.) of South Dakota; Highway, Heavy, Utilities Chapter. The department has assumed the administration functions of the A.G.C. Training program. The OJT Program previously used by the Department of Transportation is no longer available but any trainee who has begun training in 1997 under the Department program will be allowed to complete that program.

C. There may be other training programs which some Contractors might wish to utilize. If the Contractor intends to use such a program to meet the OJT requirements on a federal-aid contract with training requirements, approval or acceptance of such program shall be obtained from the Department and FHWA **prior** to beginning training on any classification covered by that program.

It is the intention of these provisions that training is to be provided in the construction crafts rather than administrative support type positions or lower level management positions. Training for semi-skilled laborer classifications is discouraged but may be permitted provided that significant and meaningful training is provided and prior approval is obtained by the Department Civil Rights Office and the FHWA Division office.

RECRUITMENT AND SELECTION PROCEDURES

A. Prerequisite for Trainees

1. To be qualified for enrollment in the OJT Program, a trainee applicant must be a member of one of the targeted groups (unless an alternate selection is authorized by the Department), must possess basic physical fitness for the work to be performed, should have demonstrated qualities of dependability, willingness to learn, ability to understand and follow instructions and an aptitude to maintain a safe work environment.

2. No person shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyworker status or in which he has been employed as a journeyworker. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

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 trainee.

C. Recruitment

1. Notices and posters setting forth the Contractor's Equal Employment Opportunity Policy and the availability of training programs will be placed in areas readily accessible to employees, applicants for employment and potential employees.

2. Training and upgrading of minorities, women, and socially and economically disadvantaged persons toward journeyworker status is the primary objective of this Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees, women and disadvantaged persons (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and female applicants) to the extent that such persons are available within a reasonable area of recruitment.

3. Full consideration will be given to upgrading current minority and female employees.

D. Selection

1. The selection and employment of an eligible person by a participating Contractor, in accord with the above Parts A, B, and C, shall qualify the person of the OJT Program.

2. Employment of trainees will be in accordance with the work force requirements of the Contractor. Each Contractor will hire and train the trainees for use in his own organization.

3. Contractors **must** follow the registration procedures as set out for the South Dakota Department of Transportation. An original registration form must be sent to the Department Civil Rights Office for review and approval. In the event that the Department OJT Registration Form(s) are not received by the Civil Rights Office within two weeks of the date the contractor begins significant work on the project, progress payments will be suspended. This suspension will be lifted upon receipt and approval of the form(s).

4. To be acceptable as an economically disadvantaged trainee, the applicant must meet current disadvantaged guidelines (relative to employment and income) as set out by the United States Department of Labor. These guidelines are available from South Dakota One-Stop Career Centers and contractors must provide the necessary documentation, i.e. application information, to support an OJT registration from a disadvantaged candidate. This documentation must be provided to the Civil Rights office with the other required information as a part of the approval process for trainees.

5. The Department expects that Contractors will employ minority, female, and disadvantaged persons for all trainee positions assigned through this OJT Special Provision unless such persons are not available within a reasonable area of recruitment. The Civil Rights office will withhold approval of any trainee who is not a member of one of the targeted groups unless the Contractor can demonstrate that he has made a good faith effort to recruit and select a minority, female, or economically disadvantaged person and, for reasons beyond his control, was unable to do so.

DEPARTMENT RESPONSIBILITES

The Department (Civil Rights office):

A. Will monitor Contractor payrolls and OJT reports for payment of correct wage rates and for evidence of providing a continuing instructional process. The Civil Rights office will maintain records of Contractor participation in the program; names, and training classifications of trainees and other information necessary to assess program participation and results.

B. Will assist contractor's with trainee recruitment, will encourage minority/female recruitment sources to refer suitable applicants, and will monitor Contractor instructional efforts and record keeping.

CONTRACTOR RESPONSIBILITIES

The Contractor:

A. Will furnish the trainee a copy of the training program to be followed in providing the training and will provide each trainee graduate with a certificate showing the type of training satisfactorily completed.

B. Will identify all trainees on the registration forms, training reports and project payroll by proper classification title, (see either Department Contractor's EEO/OJT Manual or A.G.C. program booklets) e.g. *heavy duty mechanic, form builder,* etc. **Do not use** coding letters/numbers from the wage scale. On payrolls, contractors must include the designation "trainee" following the job classification title.

C. 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, in cooperation with the Contractor EEO Officer, will ensure that the program is explained and reviewed with the prospective trainee including training outline and the periodic wage adjustments, that required training hours are completed in accordance with the training curriculum, that proper records are kept, and that required reports are filed with the Department.

D. Will provide a monthly training report to the Department Civil Rights office within thirty (30) days of the last full pay period of the month on the form supplied by the Department and will use this same form to promptly notify the Department (within thirty days) whenever a trainee leaves the OJT program (voluntarily or involuntarily) or when a trainee completes the program.

E. Will pay not less than the minimum wage rates as set forth in the specific requirements of the applicable training program and as noted on the copy of the registration form returned to the contractor.

PROVISIONS APPLICABLE TO A.G.C. OJT PROGRAM

A. The minimum number of hours of training to be provided **on this project** are as specified in the bid documents. The Contractor shall select whatever training classification specified in the A.G.C. program best meet his employment needs and training hours and minimum wage shall be in accord with that classification.

B. Registration and reporting requirements shall be as set forth in the program documents and instructions and this provision.

C. Contractors using the A.G.C. program may meet the training obligations by either 1) enrolling a new trainee in one of the classifications, or 2) using a trainee currently enrolled in one of the A.G.C. classifications, provided that person has sufficient training hours remaining to meet the minimum project requirements as specified in bid documents. In either case, prospective trainees must meet the program requirements as set forth in "Recruitment and Selection Procedures" above.

D. Effective March 1, 2002, the department will be responsible for long term maintenance of records regarding trainee registration in various training classifications and for total trainee hours as provided by one or more contractors.

WAGE RATES

A. Minimum wage rates shall be in accord with program requirements for each classification and trainee placement within the training hours requirement. In no case shall the minimum wage be less than the common laborer classification of the applicable wage rate information contained in the bid documents. Where applicable, trainees shall be paid full fringe benefit amounts.

B. At the completion of the OJT program, the trainee shall receive the wages of a skilled journeyworker for that specific classification.

C. For the purpose of the OJT program, a quarter of the program is twenty-five percent (25%) of the training hours credited to the trainee for a particular classification and does not represent three months of the year. Other wage benchmarks are calculated in a similar manner.

METHOD OF MEASUREMENT

A. All hours of onsite and approved offsite training provided in accordance with the approved program and this provision and as shown in trainee reports and on project payrolls will be credited as trainee hours for purpose of contract payment.

BASIS OF PAYMENT

A. All program reimbursements will be made directly to the Contractor at the project conclusion. The Contractor will be paid, as reimbursement for the extra cost involved in providing the training, the amount per training hour bid for the item “Training” for each hour of training provided and reported.

B. No payment will be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyworker, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Special Provision.

C. Liquidated damages will be assessed the contractor for failure to make a good faith effort to enroll the number of trainees necessary to meet the training requirements of this Special Provision. For each trainee slot left unfilled, damages will be assessed at the rate of 100% of the bid amount for the training item times the minimum number of hours specified in the item quantity. For each trainee for whom contractor training is determined to be inadequate and which evidences a lack of good faith to fulfill the training requirements, damages will be assessed at the rate of 100% of the bid amount for the training item times the minimum number of hours specified in the item quantity.

D. Failure to furnish required documents and reports in the manner and time specified may result in forfeiture of all or a portion of the amounts due the Contractor for reimbursement for training.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
TRAFFIC CONTROL SUPERVISOR

PROJECT IM 0901(162)14 & P 014A(11)8; PCN 020U & 0217
LAWRENCE COUNTY

DECEMBER 30, 2015

I. DESCRIPTION

This work consists of the Contractor providing a certified traffic control supervisor to oversee all traffic control operations for the safety of workers and the traveling public.

II. MATERIALS

No material requirements.

III. CONSTRUCTION REQUIREMENTS

A. Certification: The Traffic Control Supervisor (TCS) must be certified through the South Dakota AGC-DOT Traffic Control Supervisor Training and Certification program or the American Traffic Safety Services Association (ATSSA) Traffic Control Supervisor certification program.

B. Duties: The TCS will perform the following duties and responsibilities to the satisfaction of the Engineer:

1. The TCS is responsible for implementing the project temporary traffic control plan. The TCS is also responsible for reviewing and, if needed, making recommendations to change the project temporary traffic control plan. Any change to the project temporary traffic control plan must be approved by the Engineer.

2. The TCS must be available on call 24 hours a day and 7 days a week to perform maintenance of temporary traffic control, as needed.

3. The TCS is responsible for coordinating all temporary traffic control operations, including subcontractors and suppliers.

4. The TCS is responsible for the inspection of all temporary traffic control devices on the project. When the TCS is required to be onsite in accordance with Section III.B.6 of this special provision, the TCS will perform the inspection of temporary traffic control devices. When the TCS is not required to be onsite in accordance with Section III.B.6 of this special provision, a representative of the TCS or another employee of the Contractor may perform the daily inspection of temporary traffic control devices. The TCS is responsible for any inspection performed by other employees of the Contractor in accordance with Section III.B.3 duties for coordinating all temporary traffic control operations. All inspections must ensure the temporary traffic control devices are clean, maintained, and functioning as intended.

5. The TCS will provide written summaries of night and other inspections as required by the Engineer.

6. At a minimum, the TCS is required to be on-site at the work zone for the following:

   a. When requested by the Engineer and, in the sole discretion of the Engineer, there is a need requiring the attention of the TCS to address the issue.

   b. For major traffic shifts or phase changes.

   c. After a storm or major event that has the potential to knock over or upend the temporary traffic control devices.

   d. For night inspections in accordance with Section 634.

   e. For regular inspections at the minimum frequency of once per week.

7. In conjunction with Section III.B.2 and Section III.B.6.a. of this special provision, the TCS is required to be on-site within a maximum of 4 hours of notification from the Engineer. If there is an immediate safety concern or an immediate need to make an adjustment to any of the temporary traffic control devices, the Contractor will take measures to address the concern or need, to the satisfaction of the Engineer, prior to the TCS arriving on-site.

C. General: Temporary traffic control on the project will be furnished, maintained, and installed in accordance with Section 634 and the project plan notes and details.

IV. METHOD OF MEASUREMENT

Traffic Control Supervisor: Measurement for Traffic Control Supervisor will not be made.

V. BASIS OF PAYMENT

Traffic Control Supervisor: Traffic Control Supervisor will be paid for at the contract lump sum price. Payment will be full compensation for all costs associated with providing the Traffic Control Supervisor and performing all related duties.

Payment for Traffic Control Supervisor will be made as follows:

A. 20% of contract item lump sum price upon designation of certificated Traffic Control Supervisor.

B. 50% of contract item lump sum price when construction project is 25% completed.

C. 75% of contract item lump sum price when construction project is 50% completed.

D. 90% of contract item lump sum price when construction project is 75% completed.

E. 100% of contract item price when construction project is 100% completed and the Area Office has issued the Acceptance of Field Work in accordance with Section 5.16.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
PROSECUTION AND PROGRESS

JANUARY 20, 2015

Delete Section 8.3 of the specifications and replace with the following:

8.3 PROSECUTION AND PROGRESS - The Contractor will include the proposed starting date with the signed contract.

The Contractor will provide sufficient materials, equipment, and labor to complete the project within the contract time set forth within the contract.

Should the Contractor discontinue the work for any reason, the Contractor will provide at least a 24-hour notice to the Engineer prior to resuming operations.

A Construction Schedule is required. The project category, project type, and project geographic zone are defined in the Notice to Contractors.

This work consists of scheduling and monitoring all construction work activities. The Construction Schedule is an integral part of the project. The Construction Schedule is used as a resource for both the Department and the Contractor to monitor work progress. The Contractor will ensure operations are conducted such that the Construction Schedule is adhered to by all contracting parties involved regardless of the amount of work subcontracted. The Contractor will ensure the Construction Schedule meets specified interim and overall contract completion dates for all scheduled work activities.

A. Project Categories:

1. **Category I:** Represents the lowest level of the project ranking system with simple, low risk, short duration projects with minimal impacts on traffic.

   a. Types of projects typically include, but are not limited to, asphalt surface treatments, crack seals, rumble strip installation, bridge deck overlays, and other minor repair projects.

   b. Construction schedule requirements for Category I projects are Written Narrative (WN), Bar Chart Method (BCM), Critical Path Method (CPM), or Linear Schedule Method (LSM).

2. **Category II:** Represents the medium level of the project ranking system with slightly complex projects that typically involve a limited number of linear, repetitive operations with typical project constraints and some traffic impact.

   a. Types of projects typically include, but are not limited to, asphalt concrete resurfacing, grading, shoulder widening, bridge replacement, concrete pavement repair, and major bridge repair projects.

   b. Construction schedule requirements for Category II projects are Bar Chart Method (BCM), Critical Path Method (CPM), or Linear Schedule Method (LSM).

3. **Category III:** Represents the highest level of project ranking system with complex, high risk projects with major impacts on traffic. These projects may last for more than one construction season.

   a. Types of projects typically include, but are not limited to, urban reconstruction, interstate interchanges, and interstate reconstruction.

   b. Construction schedule requirements for Category III projects are Critical Path Method (CPM) or Linear Schedule Method (LSM).

B. General:

The following will apply to all scheduling methods:

1. Startup and Construction Schedules

The Contractor will submit a Startup Schedule or Construction Schedule prior to the scheduling of the preconstruction meeting. For Category II or III projects, the Contractor may submit a Startup Schedule that contains a detailed breakdown of all work activities for the first 30 working days from start of work. The Startup Schedule must meet the requirements of the BCM at a minimum.

If the Contractor elects to submit a Startup Schedule, the Contractor will schedule a joint construction scheduling meeting between the Department and the Contractor at the time of submitting the Startup Schedule. The Contractor and Department will review the Startup Schedule and the proposed Construction Schedule and collaborate to include all remaining work activities for the remainder of the project, or the season if the project is a multi-year project. For multi-year projects, the same submittal requirements and timelines will apply each year.

The Contractor will include expected adverse weather days at the end of the Construction Schedule. See the Expected Adverse Weather Days in Section 8.3 I. The Engineer, with concurrence from the Contractor, will determine which days are adverse weather days lost during each bi-weekly progress report and the Contractor will account for those adverse weather days lost by moving the agreed upon adverse weather days lost forward in the Construction Schedule to the date the working days were lost.

The Engineer will approve or provide suggested revisions to the Construction Schedule within 5 business days of the date of receiving the Construction Schedule. If revisions are needed prior to approval, the Contractor will make the required revisions and submit the revised Construction Schedule to the Engineer. The Engineer will approve the revised Construction Schedule within 2 business days of the date of receiving the revised Construction Schedule. Acceptance of the Construction Schedule by the Engineer does not modify the contract or constitute endorsement or validation by the Engineer of the Contractor's logic, activity durations, or assumptions in creating the schedule. Acceptance of the schedule also does not relieve the Contractor of the obligation to complete all work within interim and overall contract completion dates.

2. **Preface:** The Contractor will preface each Construction Schedule with the following information:

   a. Project Number;

   b. PCN;

   c. Contractor;

   d. Original contract time allowed or completion date and interim completion dates as per the special provision for contract time;

   e. Type of Construction Schedule (Startup, Construction, or Update); and,

   f. Data date of the schedule (the date the schedule was updated to) as applicable by scheduling type.

   In addition, the Contractor will provide a comparison of the initial schedule to the current schedule for project completion.

C. Written Narrative: The written narrative must contain all of the following:

1. Estimated starting and completion dates of each work activity;

2. Description of work to be done within each work activity including the type and quantity of equipment and labor;

3. Description of the location on the project where each work activity occurs;

4. Description of planned production rates by major work activities (example: cubic yards of excavation per day/week);

5. Description of planned work days per week, holidays, number of shifts per day, and number of hours per shift;

6. An estimate of any periods which a work activity is idle or partially idle including the beginning and end dates of the reduced production or idle timeframe;

7. Description of expected and critical delivery dates for equipment and materials that may affect timely completion of the project;

8. Description of critical completion dates for maintaining the construction schedule; and,

9. Identification of the vendor, supplier, or subcontractor to perform the work activity including stating all assumptions made by the Contractor in the scheduling of the subcontractor's or supplier's work.

D. **Bar Chart Method (BCM):** The BCM Construction Schedule consists of a diagram and a written narrative:

1. **Diagram:** The Contractor must show the following in the BCM diagram:

   a. A time scale to graphically show the percentage of work scheduled for completion during the contract time;

   b. Define and relate principle and major work activities into manageable item with durations no longer than 15 working days;

   c. Show all work activities in the order the work is to be performed including submittals, submittal reviews, fabrication, and delivery;

   d. Show all critical (major) work activities that are controlling factors in the completion of the work;

   e. Show the time needed to perform each work activity and the work activity's relationship in time to other work activities; and,

f. Show the expected time to complete all work.

In addition, the Contractor will provide enough space for each work activity to permit 2 additional plots parallel to the original time span plot. The Contractor will use one spot for revision of the planned time span and one spot for showing the actual time span achieved.

2. **Written Narrative:** The written narrative must contain the information required in Section 8.3 C. If all of the information required in Section 8.3 C. is shown in the BCM Construction Schedule, the Contractor will not be required to provide a written narrative.

E. **Critical Path Method (CPM):** The CPM Construction Schedule consists of a diagram and a written narrative:

1. **Diagram:** The Contractor must show the following in the CPM diagram:

a. Planned start and completion dates for each work activity;

b. Duration of each work activity (stated in working days with work activities of more than 15 working days in duration broken into two or more work activities distinguished by location or some other feature);

c. Interim and project completion dates specified in the contract as the only constraints in the schedule logic;

d. Work activities related to the procurement of materials, equipment, and articles of special manufacture;

e. Contractor work activities related to the preparation and submission of working drawings, shop plans, and other data specified for review or approval by the Engineer; and,

f. Department activities related to specified activities by the Department (including, but not limited to, review of shop drawings and results from Central Lab) and third parties.

2. **Written Narrative:** The written narrative must contain the information required in Section 8.3 C. If all of the information required in Section 8.3 C. is shown in the CPM Construction Schedule, the Contractor will not be required to provide a written narrative.

F. **Linear Schedule Method (LSM):** The LSM Construction Schedule consists of a diagram and a written narrative:

1. **Diagram:** The Contractor must show the following in the LSM diagram:

a. Planned start and completion dates for each work activity;

b. All work activities longer than 3 days in duration, or an alternate longer or shorter duration per work activity as mutually agreed upon by the Contractor and the Engineer;

c. Interim and project completion dates specified in the contract as the only constraints in the schedule logic;

d. Work activities related to the procurement of materials, equipment, and articles of special manufacture;

e. Contractor work activities related to the preparation and submission of working drawings, shop plans, and other data specified for review or approval by the Engineer;

f. Department activities related to specified work activities by the Department (including, but not limited to, review of shop drawings and results from Central Lab) and third parties.

2. Written Narrative: The written narrative must contain the information required in Section 8.3 C. If all of the information required in Section 8.3 C. is shown in the LSM Construction Schedule, the Contractor will not be required to provide a written narrative.

G. Construction Schedule Updates: The Contractor will review the Construction Schedule to verify finish dates of completed work activities, remaining duration of uncompleted work activities, and any proposed logic or time estimate revisions. The Contractor will keep the Engineer informed of the current Construction Schedule and all logic changes. The Construction Schedule and all Construction Schedule updates will be discussed during the weekly meetings or at a frequency agreed upon by the Contractor and Engineer.

The Contractor will submit an updated Construction Schedule for acceptance by the Engineer at least every month or when any of the following conditions occur:

1. A delay occurs in the completion of a critical (major) work activity;

2. A delay occurs which causes a change in a critical work activity for BCM schedules, the critical path for CPM schedules, or work activity lines are crossed for LSM schedules;

3. The actual prosecution of the work is different from that represented on the current Construction Schedule;

4. There is an addition, deletion, or revision of work activities caused by a contract change order; or,

5. There is a change in the Construction Schedule logic

The Engineer will approve or provide suggested revisions to the updated Construction Schedule within 5 business days of the date of receiving the updated Construction Schedule. If revisions are needed prior to approval, the Contractor will make the required revisions and submit the revised updated Construction Schedule to the Engineer. The Engineer will approve the revised updated Construction Schedule within 2 business days of the date of receiving the revised updated Construction Schedule.

H. Construction Schedule Payment and Assessments:

1. **Construction Schedule Payment:** Payment will be full compensation for the work prescribed in this section. The Engineer will make progress payments Construction Schedule in accordance with the following:

   a. 25% of the item amount, not to exceed 1% of the original contract amount will be paid after the Construction Schedule is accepted.

   b. Payment of the remaining portion of the lump sum contract unit price will be prorated based on the total work completed.

2. **Assessments:**

   a. **Construction Schedule:** If the Contractor begins work prior to the Engineer's approval of the Construction Schedule, the Engineer will make an assessment of $100 for Category I, $250 for Category II, and $500 for Category III for each working day until the Construction Schedule is approved. If the Contractor chooses to use the Startup Schedule option, the assessment will not apply until 30 working days from start of work

   b. **Construction Schedule Updates:** If the Contractor does not submit the updated Construction Schedule by the agreed upon date each month or as required in 8.3 G., the Engineer will make an assessment of $100 for Category I, $250 for Category II, and $500 for Category III for each working day until the updated Construction Schedule is submitted.

I. Expected Adverse Weather Days:

The Department has provided Attachment 1. This table depicts the typical number of adverse weather days expected for any given month, based on historical records. The Contractor will use the expected adverse weather days shown in the table when establishing and updating the Construction Schedule.

When considering a time extension for the interim completion date, substantial completion date, and field work completion date, the Engineer will compare the total number of expected adverse weather days against the total number of actual adverse weather days in the accepted Construction Schedule.

* * * * *

ATTACHMENT 1

Figure A. Expected Adverse Weather Days for South Dakota

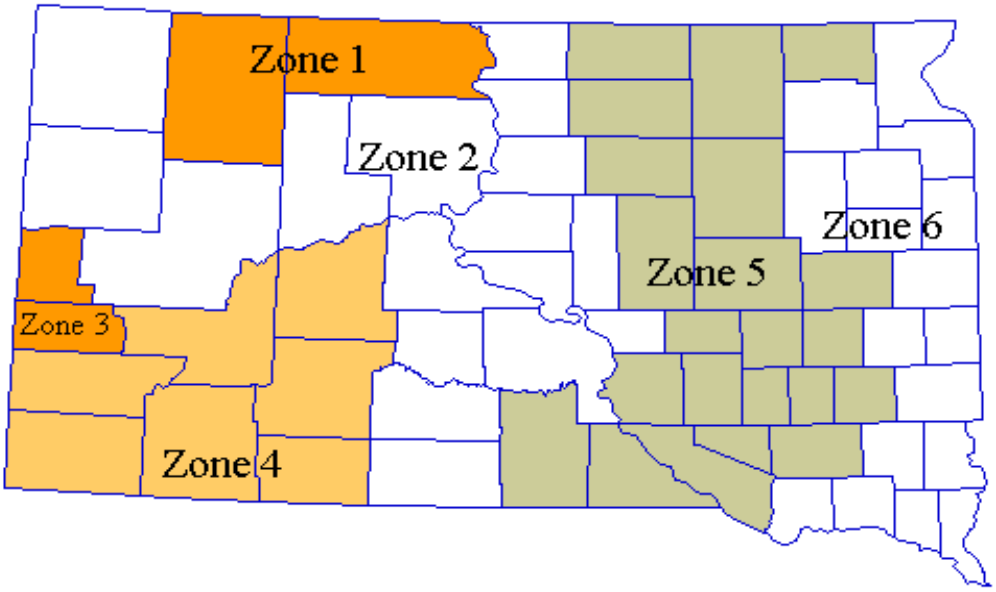


Table 1. Expected Adverse Weather Days for South Dakota

	Grading Projects						Surfacing and Structural Projects					
	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
Jan	18	18	16	16	22	24	18	18	15	16	21	23
Feb	19	18	12	14	19	21	19	18	12	14	19	21
Mar	12	10	9	8	11	13	12	10	9	8	10	12
Apr	6	5	8	5	6	6	5	4	6	4	4	4
May	6	6	8	6	6	6	5	5	6	4	4	5
Jun	7	6	7	6	7	8	5	5	5	4	5	6
Jul	5	5	6	5	6	7	4	4	5	3	4	5
Aug	4	4	5	4	5	6	3	3	4	3	4	4
Sep	3	3	4	3	4	5	2	2	3	2	3	4
Oct	4	3	5	3	4	4	3	3	4	2	3	3
Nov	11	9	8	7	10	12	11	9	8	7	10	11
Dec	21	19	15	14	20	22	21	19	15	14	20	22

NOTE: Includes Holidays and Weekends.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
SUBLETTING OF CONTRACT

PROJECT IM 0901(162)14 & P 014A(11)8
PCN 020U & 0217
LAWRENCE COUNTY

DECEMBER 30, 2015

Delete Section 8.1 of the specifications and replace with the following:

8.1 SUBLETTING OF CONTRACT - The Contractor shall not sublet, sell, transfer, assign, or dispose of the contract or contracts or any portion of them, without written consent of the Engineer. Each request to sublet shall be submitted on the form provided by the Engineer. The Contractor shall submit a request to sublet for any contracting firms a subcontractor proposes to use as a lower tier subcontractor. The Contractor shall obtain approval of each subcontractor before the start of the work performed by the subcontractor.

The Contractor will be permitted to sublet up to 70 percent of the contract amount, based on the contract unit prices, but shall perform work amounting to not less than 30 percent of the total contract amount with his own organization.

The Department will consider the Contractor's own organization to include only workers employed and paid directly by the Contractor, equipment owned or rented by the Contractor, and materials purchased by the Contractor for its use in performing Contract work. This does not include employees, equipment, or materials purchased by or incorporated into work of any subcontractor, assignee, or agent of the Contractor.

The Department will not consider as subcontracting the following; 1) any material produced outside the project limits including but not limited to the production of sand, gravel, crushed stone, batched concrete aggregates, ready mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any materials delivered by established and recognized commercial plants; or 2) delivery of these materials to the work site from an off-site location in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies. Project limits is defined as being within a 1/2 mile radius of the project proper.

Any items designated in the contract as "specialty items" may be performed by subcontract and the cost of designated specialty items performed by subcontract will be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor's own organization.

The Contractor shall give assurance to the Engineer that all pertinent provisions of the prime contract including minimum wage for labor shall apply to the work sublet. Subcontract, or transfer of contract, shall not relieve the Contractor of his responsibilities and liability under the contract and bonds.

* * * * *

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
REGARDING
RIGHT OF ENTRY

IM 0901(162)14, P 014A(11)8, PCN 020U, 0217
LAWRENCE COUNTY

JANUARY 7, 2016

All right of way and/or right of entry for this project has been secured or will be secured prior to the day of the letting, and all improvements/personal property to be removed under right of way negotiations have been moved or will be moved prior to the day of the letting, **except for those listed below**, unless an extension of time is granted in writing by the Right of Way Program Manager, or his authorized representative. Any extension of time after the letting will be in writing by the Region Engineer, or his authorized representative, subject to concurrence of the construction contractor.

The successful contractor shall arrange his work so as not to interfere with the improvements / personal property listed below until the date(s) stipulated:

PARCEL	OWNER	ANTICIPATED POSSESSION DATE
2	Tordsen Development Co LLC	2/3/16
3 (and relo)	Speedy Mart, Inc	2/3/16

*** * * ***

020U

STATE OF SOUTH DAKOTA
AGREEMENT TO SELL MATERIALS

DOT-44B
(04/2010)

The City of Spearfish, South Dakota, referred to in this Agreement as the "City," grants a NON-EXCLUSIVE option to the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "State," for the purpose of obtaining borrow soil for use in the construction, maintenance, and repair of highways. The City will donate to the State such material located in and upon the following described real property situated in Lawrence County, South Dakota:

> South Half of the Southeast Quarter of the Southwest Quarter of Section Eighteen (S½SE¼SW¼ 18) and the North Half of the Northeast Quarter of the Northwest Quarter of Section Nineteen (N½NE¼NW¼ 19) all in Township Six North (6N), Range Three East (3E) of the B.H.M., city of Spearfish, Lawrence County, South Dakota.

1. This Agreement is intended to allow the State to remove soil from the subject real property.
2. The term of this Agreement will be from **October 1, 2014**, to the completion of Project: **IM 0901(162)14, PCN 020U.**
3. The City agrees that the State, and any and all servants, agents, contractors, or workers authorized by the State, will have full and free right of ingress and egress from the public highway and will have the right to operate all necessary equipment on the real property herein described for any purpose allowed or required by this Agreement. The term "necessary equipment" will include equipment required to open the pit, produce materials, blend and mix with other materials, haul materials, service equipment, and restore the pit.
4. The State reserves the right to assign this Agreement to any party or parties performing the contracts for which the material will be required. Upon assignment of said Agreement, said party or parties will have all rights herein granted to the State and will assume all obligations of the State under this Agreement.
5. The State will restore fencing disturbed by the State's operations under this Agreement to as good a condition as the fencing was in before work started. In the event a temporary fence is required around the pit to protect livestock, such fence will be erected at the expense of the State.
6. The State will operate the pit and will restore the affected area on completion of operations at the pit site in accordance with the General Provisions of "SOUTH DAKOTA DEPARTMENT of TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES" and the following:
   A. The affected area will be restored for use as **pasture.**
   B. Prior to the beginning of the borrow operations, the City or the City's representative, the State's Engineer, and the State's contractor will meet and discuss the limits of work and pit operations.
   C. Topsoil, to be stockpiled separately from the rest of the overburden, will be considered to consist of the upper **3** inches of natural soil.

DOT Legal: _____

D. At the completion of removal operations, the State will replace and spread the topsoil. The State will seed, mulch, and fertilize the disturbed area to permanent seed mixtures as shown in the plans.

7. The City will remain responsible for controlling all weeds.

8. The City designated its Mayor as the City's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the City. A copy of the City's Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the City's Authorized representative is attached to this Agreement as Exhibit A.

The State and the City, by signing this Agreement, evidence authority to enter into this Agreement through formal action of their governing bodies.

City of Spearfish, South Dakota	State of South Dakota Department of Transportation
By: Dana Boke	By:
Its: Mayor	Its:
Date: 8/20/2015	Date: 9-18-15
Attest: David H. Dutton	Approved as to Form:
City Auditor/Clerk	Special Assistant Attorney General

(CITY SEAL)

ACKNOWLEDGMENTS FOLLOW

DOT Legal: _____

CITY ACKNOWLEDGMENT

STATE OF Dakota)
)SS
COUNTY OF Lawrence)

On this the 20th day of August, 2015, before me Bonnie Klunder, a notary public, personally appeared Dana Boke, Mayor of the City of Spearfish, South Dakota, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

[Notary Seal]

BONNIE S. KLUNDER NOTARY Seal PUBLIC STATE OF SOUTH DAKOTA

Bonnie S. Klunder

Notary Public

My commission expires: BONNIE S. KLUNDER NOTARY PUBLIC - SOUTH DAKOTA LAWRENCE COUNTY MY COMM. EXPIRES FEB. 8, 2017

STATE ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF ~~PENNINGTON~~ Hughes)

On this the 18th day of September, 2015, before me, Colleen Kusser, a notary public, personally appeared Tom Fuller, of the State of South Dakota, Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Colleen Kusser

Notary Public

[Notary Seal]

My commission expires: 2/7/17

DOT Legal: KL

STATE OF SOUTH DAKOTA
AGREEMENT TO SELL MATERIALS

DOT-44B
(04/2010)

John E. Teupel, referred to in this Agreement as the "Owner" (whether one or more), for and in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged, grants a **NON-EXCLUSIVE** option to the **State of South Dakota**, acting by and through its **Department of Transportation**, referred to in this Agreement as the "State," for the purpose of making the necessary tests for and purchasing borrow soil necessary for use in the construction, maintenance, and repair of highways. The Owner will sell, transfer, and convey to the State such material located in and upon the following described real property situated in Lawrence County, South Dakota, more particularly described as follows, to wit:

> **Part of the Southeast Quarter of the Southwest Quarter of Section Eighteen (SE¼ SW¼ 18) Lot 1B Block 7 Green Acres Addition, Township Six North (6N), Range Three East (3E) of the B.H.M., city of Spearfish, Lawrence County, South Dakota.**

This Agreement is intended to allow the removal of **soil**.

The term of this Agreement will be from January 1, 2015, to the completion of Project: **IM 0901(162)14, PCN 020U.**

The Owner agrees that the State, and any and all servants, agents, contractors, or workers authorized by the State, will have full and free right of ingress and egress from the public highway and will have the right to operate all necessary equipment on the real property herein described for any purpose allowed or required by this Agreement. The term "necessary equipment" will include equipment required to open the pit, produce materials, blend and mix with other materials, haul materials, service equipment, and restore the pit.

The State reserves the right to assign this Agreement to any party or parties performing the contracts for which the material will be required. Upon assignment of said Agreement, said party or parties will have all rights herein granted to the State and will assume all obligations of the State under this Agreement.

The State will pay to the Owner, from monies withheld from the Contractor, for material removed from said real property at the following rates, based on quantity:

First 0 – 10,000 cubic yards	$.30 (thirty) cents per cubic yard
Next 10,001 – 100,000 cubic yards	$.25 (twenty-five) cents per cubic yard
Over 100,000 cubic yard	$.20 (twenty) cents per cubic yard

The State will restore fencing disturbed by the State's operations under this Agreement to as good a condition as the fencing was in before work started. In the event a temporary fence is required around the pit to protect livestock, such fence will be erected at the expense of the State.

DOT Legal: _____

The State will operate the pit and will restore the affected area on completion of operations at the pit site in accordance with the General Provisions of "SOUTH DAKOTA DEPARTMENT of TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES" and the following:

1. The affected area will be restored for use as **pasture**
2. Topsoil, to be stockpiled separately from the rest of the overburden, will be considered to consist of the upper **4** inches of natural soil.
3. At the completion of removal operations, the State will restore areas disturbed by the State's operations at the pit site with slopes created by material removal left **1:1** or flatter.
4. Prior to the beginning of the borrow operations, the Owner or the Owner's representative, the State's Engineer, and the State's contractor will meet and discuss the limits of work and pit operations.
5. The State will pay a one (1) time payment in the amount of **$ N/A** per acre per year for **2** year(s) to cover loss of use of the real property.
6. The State will pay a one (1) time payment for crop damage at the rate of $ **N/A** per acre.
7. Seeding Options: Circle one of A, B, or C (Not applicable) (**Circle One**)
   - (A.) The State will seed, mulch, and fertilize the disturbed area to permanent seed mixtures as shown in the plans; or
   - B. The Owner will, after the State replaces the topsoil, re-vegetate or cultivate the area at a time and in a manner consistent with the Owner's farming operations and land use plan. The State will pay a one (1) time payment in the amount of _____ per acre to cover cost of such re-vegetation; or
   - C. Not applicable.
8. The Owner will remain responsible for controlling all weeds.
9. Other conditions: (if none, enter "none")

   None

This Agreement will be binding on the State, the Owner, and the Owner's successors and assigns.

Owner(s): John E. Teupel

John E. Teupel
P.O. Box 916
Spearfish, SD 57783
(605) 645-3325

Date: 9/16/2015

State of South Dakota
Department of Transportation

By: Joe A. Feller

Its: Chief Materials and Surfacing Engineer

Date: 9-18-15

Approved as to Form:

Special Assistant Attorney General

ACKNOWLEDGMENT FOLLOWS

DOT Legal: _____

OWNER ACKNOWLEDGMENT

State of South Dakota)
:SS
County of Lawrence)

On this the 16TH day of September, 2015, before me, Matthew J. Stone, a notary public, personally appeared John E. Teupel, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Matthew J. Stone

Notary Public

(Notary Seal)

My Commission Expires: _____

STATE ACKNOWLEDGMENT

State of South Dakota)
:SS
County of Hughes)

On this the 15th day of September, 2015, before me, Coleen Kusser, a notary public, personally appeared Joe Feller, of the State of South Dakota, Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Coleen Kusser

Notary Public

(Notary Seal)

My Commission Expires: 2-15-18

DOT Legal: _____

STATE OF SOUTH DAKOTA
AGREEMENT TO SELL MATERIALS

DOT-44B
(04/2010)

Choice Ventures, LLC, collectively referred to in this Agreement as the "Owner" (whether one or more), for and in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged, grants a **NON-EXCLUSIVE** option to the **State of South Dakota**, acting by and through its **Department of Transportation**, referred to in this Agreement as the "State," for the purpose of making the necessary tests for and purchasing borrow soil necessary for use in the construction, maintenance, and repair of highways. The Owner will sell, transfer, and convey to the State such material located in and upon the following described real property situated in Lawrence County, South Dakota, more particularly described as follows, to wit:

> **Part of the Southeast Quarter of the Southwest Quarter of Section Eighteen (SE¼ SW¼ 18) Lot 2 Block 7 Green Acres Addition, Township Six North (6N), Range Three East (3E) of the B.H.M., city of Spearfish, Lawrence County, South Dakota.**

This Agreement is intended to allow the removal of **soil**.

The term of this Agreement will be from January 1, 2015, to the completion of Project: **IM 0901(162)14, PCN 020U.**

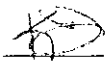
The Owner agrees that the State, and any and all servants, agents, contractors, or workers authorized by the State, will have full and free right of ingress and egress from the public highway and will have the right to operate all necessary equipment on the real property herein described for any purpose allowed or required by this Agreement. The term "necessary equipment" will include equipment required to open the pit, produce materials, blend and mix with other materials, haul materials, service equipment, and restore the pit.

The State reserves the right to assign this Agreement to any party or parties performing the contracts for which the material will be required. Upon assignment of said Agreement, said party or parties will have all rights herein granted to the State and will assume all obligations of the State under this Agreement.

The State will pay to the Owner, from monies withheld from the Contractor, for material removed from said real property at the following rates, based on quantity:

First 0 – 10,000 cubic yards	$.30 (thirty) cents per cubic yard
Next 10,001 – 100,000 cubic yards	$.25 (twenty-five) cents per cubic yard
Over 100,000 cubic yard	$.20 (twenty) cents per cubic yard

The State will restore fencing disturbed by the State's operations under this Agreement to as good a condition as the fencing was in before work started. In the event a temporary fence is required around the pit to protect livestock, such fence will be erected at the expense of the State.

DOT Legal: 

The State will operate the pit and will restore the affected area on completion of operations at the pit site in accordance with the General Provisions of "SOUTH DAKOTA DEPARTMENT of TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES" and the following:

1. The affected area will be restored for use as **pasture**
2. Topsoil, to be stockpiled separately from the rest of the overburden, will be considered to consist of the upper **4** inches of natural soil.
3. At the completion of removal operations, the State will restore areas disturbed by the State's operations at the pit site with slopes created by material removal left **1:1** or flatter.
4. Prior to the beginning of the borrow operations, the Owner or the Owner's representative, the State's Engineer, and the State's contractor will meet and discuss the limits of work and pit operations.
5. The State will pay a one (1) time payment in the amount of **$ N/A** per acre per year for **2** year(s) to cover loss of use of the real property.
6. The State will pay a one (1) time payment for crop damage at the rate of **$ N/A** per acre.
7. Seeding Options: Circle one of A, B, or C (Not applicable) (**Circle One**)
   - (A.) The State will seed, mulch, and fertilize the disturbed area to permanent seed mixtures as shown in the plans; or
   - B. The Owner will, after the State replaces the topsoil, re-vegetate or cultivate the area at a time and in a manner consistent with the Owner's farming operations and land use plan. The State will pay a one (1) time payment in the amount of _____ per acre to cover cost of such re-vegetation; or
   - C. Not applicable.
8. The Owner will remain responsible for controlling all weeds.
9. Other conditions: (if none, enter "none")

   None

This Agreement will be binding on the State, the Owner, and the Owner's successors and assigns.

Owner(s):

Choice Ventures, LLC
321 S. Heritage Drive
Spearfish, SD 57783
(605)722-5701

Title: Owner/Pres.

Date: 8-18-15

State of South Dakota
Department of Transportation

By: Joe J. Fellner
Its: Chief Materials and Surfacing Engineer

Date: 8-18-15

Approved as to Form:

Special Assistant Attorney General

ACKNOWLEDGMENT FOLLOWS

DOT Legal:

OWNER'S ACKNOWLEDGMENT

State of South Dakota)
:SS
County of LAWRENCE)

On this the 18TH day of AUGUST, 2015, before me, MATTHEW J. STONE a notary public, personally appeared RON SNEESBY, who acknowledged himself/herself to be the OWNER, of Choice Ventures, LLC., a limited liability company, and that he/she as such officer, being authorized so to do, executed the forgoing instrument for the purposes there in contained, by signing the name of the limited liability company by himself/herself as such officer.

In witness whereof I hereunto set my hand and official seal.

Matthew J. Stone

Notary Public

(Notary Seal)

My Commission Expires: February 20, 2017

State of South Dakota)
:SS
County of Hughes)

On this the 18th day of September, 2015, before me, Colleen Kuser, a notary public, personally appeared Joe Feller, of the State of South Dakota, Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Colleen Kuser

Notary Public

(Notary Seal)

My Commission Expires: 2/15/18

DOT Legal:

STATE OF SOUTH DAKOTA
AGREEMENT TO SELL MATERIALS

DOT-44B
(04/2010)

Black Jack Properties, a partnership, referred to in this Agreement as the "Owner" (whether one or more), for and in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged, grants a **NON-EXCLUSIVE** option to the **State of South Dakota**, acting by and through its **Department of Transportation**, referred to in this Agreement as the "State," for the purpose of making the necessary tests for and purchasing borrow soil necessary for use in the construction, maintenance, and repair of highways. The Owner will sell, transfer, and convey to the State such material located in and upon the following described real property situated in Lawrence County, South Dakota, more particularly described as follows, to wit:

> **Part of the Southeast Quarter of the Southwest Quarter of Section Eighteen (SE1/4 SW1/4 18) Lot 3 Block 7 Green Acres Addition, Township Six North (6N), Range Three East (3E) of the B.H.M., city of Spearfish, Lawrence County, South Dakota.**

This Agreement is intended to allow the removal of **soil**.

The term of this Agreement will be from January 1, 2015, to the completion of Project: **IM 0901(162)14, PCN 020U.**

The Owner agrees that the State, and any and all servants, agents, contractors, or workers authorized by the State, will have full and free right of ingress and egress from the public highway and will have the right to operate all necessary equipment on the real property herein described for any purpose allowed or required by this Agreement. The term "necessary equipment" will include equipment required to open the pit, produce materials, blend and mix with other materials, haul materials, service equipment, and restore the pit.

The State reserves the right to assign this Agreement to any party or parties performing the contracts for which the material will be required. Upon assignment of said Agreement, said party or parties will have all rights herein granted to the State and will assume all obligations of the State under this Agreement.

The State will pay to the Owner, from monies withheld from the Contractor, for material removed from said real property at the following rates, based on quantity:

First 0 – 10,000 cubic yards	$.30 (thirty) cents per cubic yard
Next 10,001 – 100,000 cubic yards	$.25 (twenty-five) cents per cubic yard
Over 100,000 cubic yard	$.20 (twenty) cents per cubic yard

The State will restore fencing disturbed by the State's operations under this Agreement to as good a condition as the fencing was in before work started. In the event a temporary fence is required around the pit to protect livestock, such fence will be erected at the expense of the State.

DOT Legal: _____

The State will operate the pit and will restore the affected area on completion of operations at the pit site in accordance with the General Provisions of "SOUTH DAKOTA DEPARTMENT of TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES" and the following:

1. The affected area will be restored for use as **pasture**.
2. Topsoil, to be stockpiled separately from the rest of the overburden, will be considered to consist of the upper **4** inches of natural soil.
3. At the completion of removal operations, the State will restore areas disturbed by the State's operations at the pit site with slopes created by material removal left **1:1** or flatter.
4. Prior to the beginning of the borrow operations, the Owner or the Owner's representative, the State's Engineer, and the State's contractor will meet and discuss the limits of work and pit operations.
5. The State will pay a one (1) time payment in the amount of **$ N/A** per acre per year for **2** year(s) to cover loss of use of the real property.
6. The State will pay a one (1) time payment for crop damage at the rate of $ **N/A** per acre.
7. Seeding Options: Circle one of A, B, or C (Not applicable) (**Circle One**)
   - (A.) The State will seed, mulch, and fertilize the disturbed area to permanent seed mixtures as shown in the plans; or
   - B. The Owner will, after the State replaces the topsoil, re-vegetate or cultivate the area at a time and in a manner consistent with the Owner's farming operations and land use plan. The State will pay a one (1) time payment in the amount of _____ per acre to cover cost of such re-vegetation; or
   - C. Not applicable.
8. The Owner will remain responsible for controlling all weeds.
9. Other conditions: (if none, enter "none")

   None

This Agreement will be binding on the State, the Owner, and the Owner's successors and assigns.

Owner(s):
Blackjack Properties

By: _____

Its: Partner

Date: 8/18/15

Address:
2447 W. Main
Rapid City, SD 57702
(605)642-0111

State of South Dakota
Department of Transportation

By: Joe A. Fillo

Its: Chief Materials and Surfacing Engineer

Date: 9-18-15

Approved as to Form:

_____
Special Assistant Attorney General

ACKNOWLEDGMENT FOLLOWS

DOT Legal: _____

OWNER'S ACKNOWLEDGMENT

State of South Dakota)
:SS
County of LAWRENCE)

On this the 18TH day of AUGUST, 2015, before me, MATTHEW J. STONE, a Notary Public, personally appeared JIM ROBINSON, who acknowledged himself/herself to be the PARTNER, of Blackjack Properties, a partnership, and that he/she as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself/herself as a partner.

In witness whereof I hereunto set my hand and official seal.

Matthew J. Stone

Notary Public

(Notary Seal)

My Commission Expires: FEBRUARY 20, 2017

STATE ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
: SS
COUNTY OF Hughes)

On this the 18th day of September, 2015, before me, Colleen Kuzer, a Notary Public within and for said County and State, personally appeared Joe Feller, Chief Materials and Surfacing Engineer, South Dakota Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Colleen Kuzer

Notary Public

(Notary Seal)

My Commission Expires: 2-15-18

DOT Legal:

STATE OF SOUTH DAKOTA
AGREEMENT TO SELL MATERIALS

DOT-44B
(04/2010)

Jimmy Dale Hegdahl, referred to in this Agreement as the "Owner" (whether one or more), for and in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged, grants a **NON-EXCLUSIVE** option to the **State of South Dakota**, acting by and through its **Department of Transportation**, referred to in this Agreement as the "State," for the purpose of making the necessary tests for and purchasing borrow soil necessary for use in the construction, maintenance, and repair of highways. The Owner will sell, transfer, and convey to the State such material located in and upon the following described real property situated in Lawrence County, South Dakota, more particularly described as follows, to wit:

> **Part of the Southeast Quarter of the Southwest Quarter of Section Eighteen (SE¼ SW¼ 18) Lot 4 Block 7 Green Acres Addition, Township Six North (6N), Range Three East (3E) of the B.H.M., city of Spearfish, Lawrence County, South Dakota.**

This Agreement is intended to allow the removal of **soil**.

The term of this Agreement will be from January 1, 2015, to the completion of Project: **IM 0901(162)14, PCN 020U.**

The Owner agrees that the State, and any and all servants, agents, contractors, or workers authorized by the State, will have full and free right of ingress and egress from the public highway and will have the right to operate all necessary equipment on the real property herein described for any purpose allowed or required by this Agreement. The term "necessary equipment" will include equipment required to open the pit, produce materials, blend and mix with other materials, haul materials, service equipment, and restore the pit.

The State reserves the right to assign this Agreement to any party or parties performing the contracts for which the material will be required. Upon assignment of said Agreement, said party or parties will have all rights herein granted to the State and will assume all obligations of the State under this Agreement.

The State will pay to the Owner, from monies withheld from the Contractor, for material removed from said real property at the following rates, based on quantity:

First 0 – 10,000 cubic yards	$.30 (thirty) cents per cubic yard
Next 10,001 – 100,000 cubic yards	$.25 (twenty-five) cents per cubic yard
Over 100,000 cubic yard	$.20 (twenty) cents per cubic yard

The State will restore fencing disturbed by the State's operations under this Agreement to as good a condition as the fencing was in before work started. In the event a temporary fence is required around the pit to protect livestock, such fence will be erected at the expense of the State.

DOT Legal: _____

The State will operate the pit and will restore the affected area on completion of operations at the pit site in accordance with the General Provisions of "SOUTH DAKOTA DEPARTMENT of TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES" and the following:

1. The affected area will be restored for use as **pasture**
2. Topsoil, to be stockpiled separately from the rest of the overburden, will be considered to consist of the upper **4** inches of natural soil.
3. At the completion of removal operations, the State will restore areas disturbed by the State's operations at the pit site with slopes created by material removal left **1:1** or flatter.
4. Prior to the beginning of the borrow operations, the Owner or the Owner's representative, the State's Engineer, and the State's contractor will meet and discuss the limits of work and pit operations.
5. The State will pay a one (1) time payment in the amount of **$ N/A** per acre per year for **2** year(s) to cover loss of use of the real property.
6. The State will pay a one (1) time payment for crop damage at the rate of **$ N/A** per acre.
7. Seeding Options: Circle one of A, B, or C (Not applicable) (**Circle One**)
   - A. The State will seed, mulch, and fertilize the disturbed area to permanent seed mixtures as shown in the plans; or
   - B. The Owner will, after the State replaces the topsoil, re-vegetate or cultivate the area at a time and in a manner consistent with the Owner's farming operations and land use plan. The State will pay a one (1) time payment in the amount of _____ per acre to cover cost of such re-vegetation; or
   - C. Not applicable.
8. The Owner will remain responsible for controlling all weeds.
9. Other conditions: (if none, enter "none")

   None

This Agreement will be binding on the State, the Owner, and the Owner's successors and assigns.

Owner(s):

Jimmy Dale Hegdahl
3365 E. Colorado Blvd.
Spearfish, SD 57783
(605)642-2991

Date: 9-16-15

State of South Dakota
Department of Transportation

By: _____
Its: Chief Materials and Surfacing Engineer

Date: 9-18-15

Approved as to Form:

Special Assistant Attorney General

ACKNOWLEDGMENT FOLLOWS

DOT Legal: _____

OWNER'S ACKNOWLEDGMENT

State of South Dakota)
:SS
County of Lawrence)

On this the 16th day of September, 2015, before me, Matthew J. Stone a notary public, personally appeared Jimmy Dale Hegdahl, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Matthew J. Stone

Notary Public

(Notary Seal)

My Commission Expires: February 20, 2017

STATE ACKNOWLEDGMENT

State of South Dakota)
:SS
County of Hughes)

On this the 18th day of September, 2015, before me, Coleen Kusser a notary public, personally appeared Joe Feller, of the State of South Dakota, Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Coleen Kusser

Notary Public

(Notary Seal)

My Commission Expires: 2/15/18

DOT Legal: VKB

STATE OF SOUTH DAKOTA
AGREEMENT TO SELL MATERIALS

DOT-44B
(04/2010)

Brian Bergman, referred to in this Agreement as the "Owner" (whether one or more), for and in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged, grants a **NON-EXCLUSIVE** option to the **State of South Dakota**, acting by and through its **Department of Transportation**, referred to in this Agreement as the "State," for the purpose of making the necessary tests for and purchasing borrow soil necessary for use in the construction, maintenance, and repair of highways. The Owner will sell, transfer, and convey to the State such material located in and upon the following described real property situated in Meade County, South Dakota, more particularly described as follows, to wit:

> **Part of the Southeast Quarter of the Southwest Quarter of Section Eighteen (SE¼ SW¼ 18) Lot 6 Block 7 Green Acres Subdivision, Township Six North (6N), Range Three East (3E) of the B.H.M., city of Spearfish, Lawrence County, South Dakota.**

This Agreement is intended to allow the removal of **soil**.

The term of this Agreement will be from January 1, 2015, to the completion of Project: **IM 0901(162)14, PCN 020U.**

The Owner agrees that the State, and any and all servants, agents, contractors, or workers authorized by the State, will have full and free right of ingress and egress from the public highway and will have the right to operate all necessary equipment on the real property herein described for any purpose allowed or required by this Agreement. The term "necessary equipment" will include equipment required to open the pit, produce materials, blend and mix with other materials, haul materials, service equipment, and restore the pit.

The State reserves the right to assign this Agreement to any party or parties performing the contracts for which the material will be required. Upon assignment of said Agreement, said party or parties will have all rights herein granted to the State and will assume all obligations of the State under this Agreement.

The State will pay to the Owner, from monies withheld from the Contractor, for material removed from said real property at the following rates, based on quantity:

First 0 – 10,000 cubic yards	$.30 (thirty) cents per cubic yard
Next 10,001 – 100,000 cubic yards	$.25 (twenty-five) cents per cubic yard
Over 100,000 cubic yard	$.20 (twenty) cents per cubic yard

The State will restore fencing disturbed by the State's operations under this Agreement to as good a condition as the fencing was in before work started. In the event a temporary fence is required around the pit to protect livestock, such fence will be erected at the expense of the State.

DOT Legal: _____

The State will operate the pit and will restore the affected area on completion of operations at the pit site in accordance with the General Provisions of "SOUTH DAKOTA DEPARTMENT of TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES" and the following:

1. The affected area will be restored for use as **pasture**
2. Topsoil, to be stockpiled separately from the rest of the overburden, will be considered to consist of the upper **4** inches of natural soil.
3. At the completion of removal operations, the State will restore areas disturbed by the State's operations at the pit site with slopes created by material removal left **1:1** or flatter.
4. Prior to the beginning of the borrow operations, the Owner or the Owner's representative, the State's Engineer, and the State's contractor will meet and discuss the limits of work and pit operations.
5. The State will pay a one (1) time payment in the amount of **$ N/A** per acre per year for **2** year(s) to cover loss of use of the real property.
6. The State will pay a one (1) time payment for crop damage at the rate of $ **N/A** per acre.
7. Seeding Options: Circle one of A, B, or C (Not applicable) (**Circle One**)
   - (A.) The State will seed, mulch, and fertilize the disturbed area to permanent seed mixtures as shown in the plans; or
   - B. The Owner will, after the State replaces the topsoil, re-vegetate or cultivate the area at a time and in a manner consistent with the Owner's farming operations and land use plan. The State will pay a one (1) time payment in the amount of _____ per acre to cover cost of such re-vegetation; or
   - C. Not applicable.
8. The Owner will remain responsible for controlling all weeds.
9. Other conditions: (if none, enter "none")

   None

This Agreement will be binding on the State, the Owner, and the Owner's successors and assigns.

Owner(s):

Brian Bergman

Brian Bergman
3415 E. Colorado Blvd.
Spearfish, SD 57783
(605)642-5730

Date: 8-18-15

State of South Dakota
Department of Transportation

By: _____
Its: Chief Materials and Surfacing Engineer

Date: 9-18-15

Approved as to Form:

_____
Special Assistant Attorney General

ACKNOWLEDGMENT FOLLOWS

DOT Legal: _____

OWNER'S ACKNOWLEDGMENT

State of South Dakota)
:SS
County of LAWRENCE)

On this the 18TH day of AUGUST, 2015, before me, MATTHEW J STONE, a notary public, personally appeared Brian Bergman, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Matthew J. Stone

Notary Public

(Notary Seal)

My Commission Expires: FEBRUARY 20, 2017

STATE ACKNOWLEDGMENT

State of South Dakota)
:SS
County of Hughes)

On this the 18th day of September, 2015, before me, Colleen Kusser, a notary public, personally appeared Joe Feller, of the State of South Dakota, Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Colleen Kusser

Notary Public

(Notary Seal)

My Commission Expires: 2/5/18

DOT Legal: KK

STATE OF SOUTH DAKOTA
AGREEMENT TO SELL MATERIALS

DOT-44B
(04/2010)

Spearfish Price Properties, LLC, referred to in this Agreement as the "Owner" (whether one or more), for and in consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which is acknowledged, grants a **NON-EXCLUSIVE** option to the **State of South Dakota**, acting by and through its **Department of Transportation**, referred to in this Agreement as the "State," for the purpose of making the necessary tests for and purchasing borrow soil necessary for use in the construction, maintenance, and repair of highways. The Owner will sell, transfer, and convey to the State such material located in and upon the following described real property situated in Lawrence County, South Dakota, more particularly described as follows, to wit:

> **Part of the West Half of the Southwest Quarter of the Southeast Quarter and the East Half of the Southeast Quarter of the Southwest Quarter of Section Eighteen (W½ SW¼ SE¼ and SE¼ SW¼ 18) Except Lot 6 Green Acres Addition Township Six North (6N), Range Three East (3E) of the B.H.M., city of Spearfish, Lawrence County, South Dakota.**

This Agreement is intended to allow the removal of **soil**.

The term of this Agreement will be from June 1, 2015, to the completion of Project: **IM 0901(162)14, PCN 020U**.

The Owner agrees that the State, and any and all servants, agents, contractors, or workers authorized by the State, will have full and free right of ingress and egress from the public highway and will have the right to operate all necessary equipment on the real property herein described for any purpose allowed or required by this Agreement. The term "necessary equipment" will include equipment required to open the pit, produce materials, blend and mix with other materials, haul materials, service equipment, and restore the pit.

The State reserves the right to assign this Agreement to any party or parties performing the contracts for which the material will be required. Upon assignment of said Agreement, said party or parties will have all rights herein granted to the State and will assume all obligations of the State under this Agreement.

The State will pay to the Owner, from monies withheld from the Contractor, for material removed from said real property at the following rates, based on quantity:

First 0 – 10,000 cubic yards	$.30 (thirty) cents per cubic yard
Next 10,001 – 100,000 cubic yards	$.25 (twenty-five) cents per cubic yard
Over 100,000 cubic yard	$.20 (twenty) cents per cubic yard

The State will restore fencing disturbed by the State's operations under this Agreement to as good a condition as the fencing was in before work started. In the event a temporary fence is required around the pit to protect livestock, such fence will be erected at the expense of the State.

DOT Legal:

The State will operate the pit and will restore the affected area on completion of operations at the pit site in accordance with the General Provisions of "SOUTH DAKOTA DEPARTMENT of TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES" and the following:

1. The affected area will be restored for use as **pasture**
2. Topsoil, to be stockpiled separately from the rest of the overburden, will be considered to consist of the upper **4** inches of natural soil.
3. At the completion of removal operations, the State will restore areas disturbed by the State's operations at the pit site with slopes created by material removal left **3:1** or flatter.
4. Prior to the beginning of the borrow operations, the Owner or the Owner's representative, the State's Engineer, and the State's contractor will meet and discuss the limits of work and pit operations.
5. Seeding Options: Circle one of A, B, or C (Not applicable) (**Circle One**)
   - (A.) The State will seed, mulch, and fertilize the disturbed area to permanent seed mixtures as shown in the plans; or
   - B. The Owner will, after the State replaces the topsoil, re-vegetate or cultivate the area at a time and in a manner consistent with the Owner's farming operations and land use plan. The State will pay a one (1) time payment in the amount of _____ per acre to cover cost of such re-vegetation; or
   - C. Not applicable.
6. The State will stabilize and protect to control erosion and associated water pollution, the surface areas of the affected land, including spoil piles. The State will place erosion control measures as required by the Storm Water Pollution Prevention Plan (SWPPP).
7. The Owner will remain responsible for controlling all weeds.
8. The State will revise the "Proposed Haul Route" as indicated on the Pit Information Sheet if site conditions change prior to construction.
9. The Owner has additional material available along the east slope of borrow as indicated on the Pit Information Sheet.

This Agreement will be binding on the State, the Owner, and the Owner's successors and assigns.

Owner(s):

_____

Spearfish Price Properties, LLC
1151 Industry Road
Sturgis, SD 57785
(605)720-7676

Title: Owner

Date: 9-18-15

State of South Dakota
Department of Transportation

By: _____
Its: Chief Materials and Surfacing Engineer

Date: 9-18-15

Approved as to Form:

_____
Special Assistant Attorney General

ACKNOWLEDGMENT FOLLOWS

DOT Legal:

OWNER'S ACKNOWLEDGMENT

State of South Dakota)
:SS
County of Meade)

On this the 14th day of September, 2015, before me, Matthew J. Stone a notary public, personally appeared Kenneth Price, who acknowledged himself/herself to be the Owner, of Spearfish Price Properties, LLC., a limited liability company, and that he/she as such officer, being authorized so to do, executed the forgoing instrument for the purposes there in contained, by signing the name of the limited liability company by himself/herself as such officer.

In witness whereof I hereunto set my hand and official seal.

Matthew J. Stone

Notary Public

(Notary Seal)

My Commission Expires: February 20, 2017

STATE ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF Hughes)

On this the 8 day of September, 2015, before me, Coleen Kusser, a notary public, personally appeared Joe Feller, of the State of South Dakota, Department of Transportation, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Coleen Kusser

Notary Public

[Notary Seal]

My commission expires: 2-15-18

DOT Legal:

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONTRACTOR STAKING
WITH MACHINE CONTROL GRADING OPTION

PROJECT IM 0901(162)14 & P 014A(11)8; PCN 020U & 0217
LAWRENCE COUNTY

DECEMBER 30, 2015

Delete Section 5.8 of the specifications and insert the following:

SECTION 5.8
CONSTRUCTION STAKES, LINES AND GRADES
CONTRACTOR GRADE STAKING

A. DESCRIPTION

The Contractor will perform all construction staking. The Contractor may elect to use grading equipment with an automated machine control system for Machine Control Grading (MCG) provided the equipment and methods used provide the same results in the finished work as conventional construction staking. The Engineer may require the Contractor to revert to conventional staking methods for all or part of the work at any point during construction if, in the Engineer's own opinion, the MCG produces unacceptable results.

The Department will not allow the Contractor to use MCG as a substitute for conventional construction staking for slope staking and slope stake referencing, paving hub staking, structure staking, miscellaneous staking, or final cross section surveying.

The staking work includes, but is not limited to, establishing or re-establishing the project centerline; establishing control points and benchmarks as needed; setting additional benchmarks as needed; taking original and final cross sections of all Contractor secured borrow sources and State designated borrow sources; taking cross sections of all topsoil stockpiles; taking final cross sections for earthwork quantities at the slope stake stations and plus stations or by radial surveying methods; and staking right-of-way, easements, and fence.

The Contractor will perform all construction layout and reference staking necessary for the accurate control and completion of all structures, grading, paving, drainage, median crossovers, signing, pavement marking, permanent benchmarks, detours, fence, and all other appurtenances required for the complete construction and acceptance of the work. The layout will include, but is not limited to, staking clearing line, slope staking and slope stake referencing, grade staking (blue tops), paving hub staking, structure staking, and performing the miscellaneous staking as described in the plans and in this specification.

The Department has established horizontal and vertical control as shown on the plans. Each horizontal and vertical control point will be preserved or reset out of the work limits and available during and after construction is complete. Prior to the Department's final acceptance of the project, the Contractor will replace or reset any control that is disturbed during the construction of the project. The Contractor will provide the Department a list of the in-place control points, including coordinates and elevations relevant to the project control, at the end of the project.

The Department will provide a MCG packet to all prospective bidders consisting of a XML file containing the original surface Digital Terrain Model (DTM) and 4 design files for each new alignment on the project. The electronic design files will include, a XML file containing mainline alignment data, a XML file containing mainline design surface DTM, a DGN file containing triangles for mainline surface, and a DWG file containing triangles for mainline surface. The MCG packet will be available on the Department's electronic bid letting website when the project is advertised for bid letting.

The Contractor will convert the electronic information provided by the Department into the format required by the Contractor's MCG system. The Department makes no guarantee the information provided is directly compatible with the Contractor's MCG system.

The information shown in the plans will govern over the provided electronic information. The Contractor assumes the risk of error if the information is used for any purpose for which the information was not intended. The Contractor assumes all risk of any assumptions made regarding the electronic information.

The Contractor bears all costs, including but not limited to the cost of actual reconstruction of work, that may be incurred due to errors in application of MCG techniques. Grade elevation errors, rework resulting from errors or failures of the MCG system, and associated quantity adjustments resulting from the Contractor's activities are at no cost to the Department. Delays due to late submittals or satellite reception of signals to operate the MCG system will not result in adjustment to any contract unit prices or be justification for granting contract extensions.

The electronic information is not to be considered a representation of actual conditions to be encountered during construction. Providing the Contractor this information does not relieve the Contractor from the responsibility of making an investigation of conditions to be encountered, including but not limited to, site visits and basing the bid on information obtained from these investigations and the Contractor's professional interpretations and judgment. The Contractor assumes the risk of error if the information is used for any purposes for which the information was not intended. Any assumptions the Contractor makes from this electronic information or manipulation of the electronic information is at the Contractor's own risk.

The Contractor will perform the staking work in accordance with the Department's Survey Manual, except as modified by this specification.

If the Contractor elects to use MCG, the Contractor will submit a comprehensive written MCG work plan to the Engineer for review prior to scheduling the preconstruction meeting. The Department will review the plan to determine if the plan conforms to the requirements of the contract.

The Contractor will include in the MCG work plan how MCG will be incorporated into other technologies used on the project. The Contractor's MCG work plan will include, but is not limited to, the following:

1. A designation of which portions of the subgrade will be completed using MCG and which portions, if any, will be completed using conventional subgrade staking methods.
2. A description of the manufacturer, model, and software version of all MCG equipment.
3. Information on the qualifications of the Contractor's staff including, but not limited to, formal training and field experience.
4. A designation of a single person as the primary contact for MCG technology issues.
5. A description of site calibration procedures.
6. A description of site calibration and checking frequency and procedures for documenting site calibration and checking.
7. A description of the Contractor's quality control procedures including procedures for checking, mechanical calibration, and maintenance of equipment.
8. A description of the frequency and types of checks the Contractor will perform to ensure the constructed subgrade conforms to the contract requirements.

B. MATERIALS

The Contractor will furnish all staking materials of adequate quality for the purpose intended including all stakes, stake chasers, paint, field note books, and all other materials and equipment necessary to perform the required work.

C. CONSTRUCTION REQUIREMENTS

1. **General:** The Department will set control points. The Contractor is responsible for the preservation of ties and references to all control points necessary for the accurate re-establishment of all base lines and centerlines shown in the plans, whether established by the Contractor or found on or adjacent to the project. The Department will also establish benchmark elevations. It is the responsibility of the Contractor to verify the accuracy of the benchmark elevations prior to use on the project.

   The Engineer may check the accuracy and control of the Contractor's survey, staking work, and MCG at any time. The checks performed by the Engineer will not relieve the Contractor of the responsibility for the accuracy of the survey layout or the construction work. If the random checks show the grade is out of tolerance, the Engineer may require the Contractor to set additional stakes, grade stakes, and paving hub stakes at the discretion of the Engineer, at no additional cost to the Department. If the Engineer orders additional stakes, the Contractor will perform the additional staking until the Contractor can show the staking operations achieve the specified grade tolerances.

   Prior to any project staking, the Contractor will run a level circuit to check the plan benchmarks the full length of the project. At structure sites, the circuit will include two benchmarks, one on each end of the structure.

   The Contractor will perform all staking and MCG work under the supervision of a qualified surveyor or engineer who is experienced and competent in road and bridge construction surveying, staking, and MCG procedures. The surveyor or engineer will be available to review work, resolve problems, and make decisions in a timely manner. A crew chief, competent to perform all required surveying duties, will supervise the staking in the absence of the surveyor or engineer from the project. The Contractor will submit the qualifications and work experience history of the surveyor or engineer who will supervise the construction survey and MCG work to the Engineer for review at least 14 calendar days prior to beginning the staking or MCG work.

   a. **Conventional Construction Staking:** The Contractor will also submit the proposed starting date of the staking and the anticipated surveying work schedule.

The Contractor will furnish, set, and properly reference all stakes, references, lines, grades, and batter boards required. Minimum reference notations will be for type, location, and alignment (when there are multiple alignments in the same area). The Contractor will perform the survey and staking work in a manner consistent with standard engineering practices and approved by the Engineer.

The Contractor is solely responsible for the accuracy of the survey and staking work. The Contractor will notify the Engineer of any errors and discrepancies found in previous surveys, plans, specifications, or special provisions prior to proceeding with the survey work.

The Contractor will be responsible for the supervision of the construction staking personnel. The Contractor will correct any deficient survey or staking work that results in construction errors at no additional cost to the Department.

The Contractor will keep field notes in conventional handwritten notebooks or in a computerized form acceptable to the Engineer in a clear, orderly, and neat manner. The notebooks will become the property of the Department upon completion of the project. The notebooks will provide enough information such that quantity measurements are verifiable by the Department. Field notes are subject to inspection by the Engineer at any time.

The Contractor is required to submit any remaining required quantity calculations and notes to the Engineer no later than 60 calendar days after completion of the survey and staking work.

The Contractor will furnish stakes and wooden hubs or steel pins of sufficient length to provide a solid set in the ground. The Contractor will place half-length lath stakes or stake chasers or an alternate, acceptable to the Engineer, adjacent to or on the blue top hubs for guards. The Contractor will place guard stakes or an alternate, acceptable to the Engineer, adjacent to the paving hub with stationing and a grade to the top of slab written on the stake. Stakes set not meeting these requirements will be reset at the Contractors expense. The Contractor will replace stakes and paving hubs damaged, destroyed, or made unusable at no additional expense to the Department.

b. Machine Control Grading: If the Contractor elects to use MCG, the Contractor will confirm the design surface DTM agrees with the contract plans, make adjustments to the design surface DTM as approved by the Engineer, and will maintain the design surface DTM for all areas of the project where MCG is used. The Contractor will also provide constructed

surface DTM information to the Department in LandXML or other Engineer approved format.

The Contractor will notify the Department of any errors or discrepancies in Department provided information. The Department will determine what revisions may be required. The Department will revise the contract plans, if necessary, to address errors or discrepancies the Contractor identifies. The Department will provide the best available information related to those contract plan revisions.

The Contractor will revise the design surface DTM as required to support construction operations and to reflect any contract plan revisions the Department makes. The Contractor will perform checks to confirm the revised design surface DTM agrees with the contract plan revisions. The Contractor will provide a copy of the resultant revised design surface DTM to the Engineer in LandXML. The Department will pay for costs incurred to incorporate contract plan revisions as extra work.

The Contractor will designate a set of control points, including a total of at least 6 horizontal and vertical points or 2 per mile, whichever is greater, for site calibration for the portion of the project employing MCG. The Contractor will incorporate the Department provided control framework used for the original survey and design.

The Contractor will calibrate the site by determining the parameters governing the transformation of satellite information into the project coordinate system. The Contractor will use the control points provided by the Department for the initial site calibration. The Contractor will provide the resulting site calibration file to the Engineer before beginning subgrade construction.

In addition to the site calibration, the Contractor will perform site calibration checks at individual control points not used in the initial site calibration. At a minimum, the Contractor will check the calibration at the start of each day as described in the contractor's MCG work plan. The Contractor will report out-of-tolerance checks to the Engineer. The measured position must match the established position at each individual control point within the horizontal tolerance of ±0.1 foot and the vertical tolerance of ±0.05 foot.

The Contractor will construct the subgrade as the Contractor’s MCG work plan indicates and in accordance with the contract requirements. The Contractor will update the plan as necessary during construction of the subgrade. The Contractor will perform periodic sensor calibrations, checks for blade wear, and other routine adjustments as required to ensure the final subgrade conforms to the contract requirements.

2. **Slope Staking:** The Contractor will set slope stakes at the catch points. The slope stake reference hubs will be offset behind the slope stake. The Contractor will place slope stake reference hubs behind the slope stakes at a set distance, at the right-of-way line, or at the easement line, as approved by the Engineer.

   The slope stakes will be set at 100-foot intervals on tangents and at 50-foot intervals in horizontal curves. The horizontal tolerance is ±0.2 foot and the vertical tolerance is ±0.1 foot. The Contractor will reference the subgrade shoulders with slope stake reference hubs set with a horizontal tolerance of ±0.2 foot and a vertical tolerance of ±0.05 foot.

   The Contractor will retain the slope stakes and hub references until the final cross sections are completed and accepted by the Department.

   The Department will provide slope stake notes.

3. **Grade Staking:** In accordance with the requirements of this provision, the Contractor may elect to use MCG equipment or may use conventional construction staking methods for all or part of the grade staking work, excluding paving hub staking.

   a. **Conventional Blue Tops:** The Contractor will set grade finishing stakes (blue tops) for grade elevations and horizontal alignment on the roadway centerline and at each shoulder at the top of the subgrade. Where additional lanes or turnouts are to be constructed, The Contractor will set blue tops at centerline, the normal shoulder distance, and the extended shoulder distance or outside the additional lane edge.

      The transverse distance between blue tops will not exceed 20 feet. The Contractor will be required to set intermediate blue tops when the transverse distance is greater than 20 feet. When intermediate blue tops are required, The Contractor will set the intermediate blue tops at locations approved by the Engineer.

      The blue top grade stakes will be set at 100-foot intervals on tangents and 50-foot intervals on horizontal curves. The horizontal tolerance for blue tops is ±0.2 foot and the vertical tolerance is ±0.02 foot.

      The Department will provide grade staking (blue top) notes.

      The Contractor will retain the shoulder blue tops and guards through placement of the base course material.

The Contractor will not be required to set grade stakes at the top of the base course. If the Contractor deems it necessary to place grade stakes to achieve typical section as per section 260.3 A of the specifications, the staking will be incidental to the contract unit price for base course.

b. **Machine Control Grading:** The Contractor will set conventional construction staking grade finishing stakes (blue tops) for grade elevations and horizontal alignment on the roadway centerline and at each shoulder at the top of the subgrade (and gravel cushion for PCC paving projects) at a minimum of 1000 foot intervals on mainline or at least one location for sections less than 1000 foot long, at least two locations on side roads, side streets, and ramps, and at least one location within 100 feet of each bridge end. In addition, the Contractor will set blue tops for grade elevations and horizontal alignment on the roadway centerline and at each shoulder at the top of the subgrade (and gravel cushion for PCC paving projects) at critical transition points including, but not limited to, PC's, PT's, super elevations transition points, and other critical points required for the construction of drainage and roadway structures. The Contractor will also provide conventional construction staking grade finishing stakes (blue tops) at additional locations designated by the Engineer.

   The Contractor will establish these grade staking (blue top) grades using the Department provided grade staking (blue top) notes, plan typical sections, and cross sections. The Contractor will use these stakes to check the accuracy of the MCG during construction. The Contractor will notify the Engineer at least 3 calendar days before making subgrade checks to allow the Engineer to observe the process.

   The Contractor will ensure at least four of any five consecutive conventional construction staking grade finishing stakes (blue tops) locations are within the horizontal and vertical tolerances specified in Section 120.3. The Contractor will notify the Engineer if more than one of any five consecutive conventional construction staking grade finishing stakes (blue tops) locations is not within the horizontal or vertical tolerance.

   The Department may conduct periodic independent subgrade checks. The Department will notify the Contractor if any individual check is not within the horizontal or vertical tolerance.

c. **Paving Hub Staking:** When paving hub staking is required, the Contractor will set paving hubs at a maximum longitudinal distance of double the transverse joint spacing. The paving contractor may require a closer spacing. The horizontal and vertical tolerance for the paving hubs or grade nails is ± 0.02'.

The Department will not provide paving hub notes. The Contractor is responsible for generating the paving hub grades from the blue top notes.

4. **Structure Staking:** The Contractor will stake and reference bridges and box culverts to ensure adequate horizontal and vertical control of the substructure and superstructure components. The Contractor will stake and reference the bridge chord or the bridge tangent and centerline of each pier, bent, and abutments for bridges. The Contractor will stake the box culvert centerline(s) in both longitudinal and transverse directions.

   When the work requires bridge rehabilitation work, the structure staking will include all surveying and staking required for completion of the project. The staking work may include, but not be limited to, setting the rail for the deck overlay. The plans will indicate the grade line for the deck overlay; and if necessary, the Engineer may modify the grade line.

   When staking retaining walls (except Type C), the Contractor will survey and record the original ground profile along the front face of the proposed wall at the elevation break points. The Contractor will supply the wall designer the original ground profile data prior to the wall designer performing the design. Set adequate stakes and references for horizontal and vertical control during construction.

   For structures and retaining walls, the horizontal tolerance is ±0.04 foot and vertical tolerance is ±0.02 foot.

   The Contractor is responsible for all notes required to stake structures including bridges, box culverts, and walls.

5. **Miscellaneous Staking:** Miscellaneous staking includes the following work:

   a. Approach road staking;
   b. Topsoil measurement and computation of quantities;
   c. Special ditch staking;
   d. Staking of signs, delineators, pavement markings, guardrail, curb & gutter, light poles, conduit, junction boxes, and related items (Staking is for all aspects, i.e. detours, temporary and permanent);
   e. Right-of-way staking including easement lines and fence post panels;
   f. Pipe and storm sewer staking including drop inlets, manholes, cattle passes, and related items. If additional pipe, storm sewer, drop inlets, manholes, or cattle passes are required which are not shown on the plans, the staking will be paid in accordance with the bid item Three Man Survey Crew;
   g. Mark limits of removal items (trees, foundations, curb & gutter, sidewalk, etc.);

h. Detours, roadway diversions, and crossovers (The Contractor will furnish all notes required.);
i. Final and original cross sections of Contractor and State furnished borrow pits and computations. The Contractor will perform earthwork computations by the average end area method;
j. Resetting horizontal and vertical control, if disturbed;
k. Approach slab and sleeper slab staking; and,
l. Staking of sidewalks and curb ramps.

The Contractor will perform the pipe staking so the pipe will fit the field conditions. The plans show only approximate pipe locations and grades. The Contractor will not install pipe prior to gaining the Engineer's approval of minor location and grade adjustments necessary for proper staking of the pipe.

The Contractor will stake the slope catch points to determine the inlet and outlet locations, set reference stakes for the inlet and outlet locations, and stake ditches and special inlet and outlet grades to ensure proper drainage. The staking of manholes and drop inlets will be included in pipe and storm sewer staking. The Contractor will stake precast cattle passes similar to drainage pipes.

The horizontal tolerance for the pipe and storm sewer staking is ±0.05 foot and the vertical tolerance is ±0.03 foot.

The Contractor will keep pipe staking notes on a DOT Form 214.

6. **Three Man Survey Crew:** The use of the three-man survey crew is intended for surveying not included in the plan notes and this special provision. The Contractor may use a three man survey crew to perform additional survey work caused or required by the Department. The Engineer will use a written order to authorize the hourly three man survey crew item and describe the staking work required of the Contractor.

7. **Final Cross Section Survey:** Final Cross Section Survey includes the following work:

   Final earthwork (or terrain data) cross sections at the same intervals, stations, and plus stations as the slope stakes and computations of as-built quantities. The Contractor will include the blue top subgrade elevations, both shoulders and centerline, in the final earthwork (or terrain data). The Contractor will perform earthwork computations by the average end area method.

D. METHOD OF MEASUREMENT

Refer to the Table of Contractor Staking in the plans for more detail on how quantities were calculated.

1. **Slope Staking:** The Department will not measure slope staking. The Department will pay the plan quantity as the final quantity unless the Engineer orders additional slope staking in writing.

   The Department will consider all combinations of roadway widths as one set of slope stakes. On projects with ramps, the Department will consider ramps as roadway and include the ramps in the slope staking quantity. All additional slope staking for intersections will be incidental to the contract unit price for slope staking.

2. **Grade Staking:** The Department will not measure grade staking. The Department will pay the plan quantity as the final quantity unless the Engineer orders additional grade staking in writing. The Department will make no adjustment to the plan quantity of grade staking regardless if the Contractor elects to use MCG on all or part of the project.

   The Department will consider a two-lane roadway as one set of grade stakes. The Department will proportionately increase the plan quantity for multi-lane roadways in excess to two-lanes as shown in the table of construction staking (lane factor). For example, a three-lane roadway is equivalent to 1.5 times the quantity for a two-lane roadway. On projects requiring grade staking on ramps, the Department will consider ramps as a two-lane roadway for measurement as shown in the table of construction staking. The Department will not consider Acceleration/deceleration lanes and turning lanes for intersecting roads, and median crossovers as an additional roadway. All cost for additional grade staking for acceleration/deceleration lanes, turning lanes, intersecting roads, grade adjustments, and median crossovers will be incidental to the contract unit price for grade staking. All additional grade staking for intersections and medians will be incidental to the roadway grade staking. Any additional staking the Contractor feels necessary to complete the grade staking work is the responsibility of the contractor and will be incidental to the contract unit price for grade staking.

   When both blue top and paving hub stakes are required, the Department will base and calculate the plan quantity to include each type of grade staking as a separate set of stakes.

3. **Structure Staking:** The Department will measure structure staking by the each for bridges, box culverts, and retaining walls.

4. **Miscellaneous Staking:** The Department will not measure miscellaneous staking. The Department will pay the plan quantity as the final quantity.

5. **Three Man Survey Crew:** The Department will measure three man survey crew by the hour with the following restrictions:

   The use of a three-man survey crew will be for the work ordered by the Engineer. The measured quantity will be the actual time the survey crew is working on the project, physically performing the field survey work. The Department will not include travel time for the survey crew in the measurement.

   The Contractor may use a two-man survey crew with the Engineer's prior approval. When a two-man survey crew is used, measurement for payment will be at 75 percent of the hours for a three-man crew. For example: 8 hours of two-man survey crew will result in 6 hours measured for payment as three-man survey crew time.

   The Contractor may use a one-man survey crew with the Engineer's prior approval. When a one-man survey crew is used, measurement for payment will be at 50 percent of the hours for a three-man crew. For example: 8 hours of a one-man survey crew will result in 4 hours measured for payment as three-man survey crew time.

   The Engineer will issue a DOT 75 ticket for the hours authorized for three-man survey crew.

6. **Final Cross Section Survey:** The Department will measure final cross section survey by the mile for the plan earthwork balances requiring a final survey to determine as-built unclassified excavation quantities. The Engineer will determine which balances (if any) require a final survey during construction. The plan quantity will be the length of the project mainline. This item may be decreased if the Contractor and Engineer agree to accept the plan unclassified excavation quantity for any or all earthwork balances.

E. BASIS OF PAYMENT

Payment for all of the survey items will be considered full compensation for furnishing all necessary personnel, vehicles, surveying equipment, software, supplies, materials, recording fees, transportation, and incidentals to accurately and satisfactory complete the work.

The Department reserves the right to omit any of these bid items without providing compensation to the contractor if the Department deems the bid prices are unreasonable.

1. **Slope Staking:** The Department will pay slope staking at the contract unit price per mile.

2. **Grade Staking:** The Department will pay grade staking at the contract unit price per mile.

3. **Structure Staking:** The Department will pay structure staking at the contract unit price per each.

4. **Miscellaneous Staking:** The Department will pay miscellaneous staking at the contract unit price per mile.

   The Department will make partial payment as follows:

   a. Upon submission of the name, experience, and qualifications of the surveyor or engineer who will supervise the staking, the proposed starting date, and the staking schedule, the Department will pay the Contractor 25 percent of the plan quantity for the miscellaneous staking.

   b. The Department will make intermediate payments based on the amount of the staking work completed.

   c. The Department will make full payment at the plan quantity for miscellaneous staking upon completion of all surveying and staking and when the Contractor has furnished all field notebooks and records to the Engineer.

   The Department will not adjust the contract unit price or plan quantity for miscellaneous staking due to overruns or under runs in the other contract items.

5. **Three Man Survey Crew:** The Department will pay three man survey crew on an hourly basis as per the Price Schedule for Miscellaneous Items. The value listed in the Price Schedule for Miscellaneous Items includes salaries, travel time, equipment, staking supplies, payroll additive, and all incidental expenses related to providing the survey crew.

6. **Final Cross Section Survey:** The Department will pay final cross section survey at the contract unit price per mile.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONCRETE PENETRATING SEALER

FEBRUARY 22, 2010

I. DESCRIPTION

This work consists of furnishing and applying a concrete penetrating sealer to a properly prepared bridge deck surface in compliance with these specifications and the manufacturer's recommendations.

II. MATERIALS

The acceptable sealers are listed on the approved products list for Bridge Deck Sealants on the SDDOT Website.

The Contractor shall furnish the Engineer the manufacturer's technical data sheets, materials safety data sheet (MSDS), and sufficient evidence that the material to be used has not exceeded the manufacturer's specified shelf life. This documentation shall be furnished to the Engineer a minimum of 5 days prior to application of the sealer.

III. CONSTRUCTION REQUIREMENTS

A. Surface Protection and Preparation: The concrete deck surface shall be protected from contamination from dirt and debris by covering the deck with a material approved by the Engineer until such time that the surface preparation for the penetrating sealer is begun. Any materials or equipment placed on the deck during this protection period shall be placed such that there is no danger of spillage, leakage, or other contamination to the concrete surface.

Concrete surfaces shall be cleaned by power washing such that all traces of laitance, dirt, dust, salt, oil, asphalt, paint, and other foreign materials and deleterious substances are removed prior to application of the penetrating sealer. In the event that oil, grease, or other contaminants are inadvertently spilled on the concrete surface, detergent cleaning along with an abrasive blast cleaning will be required on the affected areas.

Other methods and equipment for surface preparation may be used if prior approval is obtained from the Engineer.

If necessary, solvents and hand tools shall be used in conjunction with the blasting media to remove bonded materials detrimental to the treatment of the concrete surface.

The cleaning process shall not cause undue damage to the concrete surface, remove or substantially alter the existing surface finish, or expose the coarse aggregate of the concrete. The method of cleaning shall be performed in such a manner as to provide a reasonably uniform appearing surface color and texture.

The sealer may be harmful to materials such as rubber, asphalt, and joint compounds; therefore, the Contractor shall be required to mask off all joints, strip seals, etc. prior to applying the sealer.

The Engineer shall approve the prepared surface prior to application of the penetrating sealer.

B. **Sealer Application:** The Contractor shall have a sufficient quantity of sealer on the project prior to the start of application such that the manufacturer's maximum rate of coverage (minimum ft^2/gal) can be attained. Sealer application shall conform to the manufacturer's recommendations and the following:

1. **Weather Limitations:** The penetrating sealer shall only be applied when the ambient air and concrete surface temperatures are between 40° F and 100° F unless otherwise recommended by the manufacturer. The treatment solution shall not be sprayed when blowing winds or other conditions prevent proper application.

   The sealer shall not be applied during inclement weather or rain, or if inclement weather or rain is anticipated within 24 hours.

2. **Application Equipment:** Spray equipment for the application of the treatment solution shall be a low-pressure airless type sprayer with a maximum application pressure of 15 psi.

3. **Application:** Concrete shall be cured for 28 days prior to the application of the sealer. The sealer may be applied prior to the 28 day cure period, but no sooner than 14 days, provided that there is no evidence of moisture in the concrete when tested in accordance with ASTM D4263 and the concrete has attained 80% of the specified design strength.

All surfaces shall be substantially dry prior to application of the sealer. The concrete surfaces shall be allowed to dry a minimum of 3 days after powerwashing or precipitation. The Engineer will determine when the surface is sufficiently dry.

All loose dust and debris shall be blown off of the concrete surface with compressed air immediately prior to application of the sealer.

The sealer shall be used as supplied by the manufacturer and shall not be diluted or altered in any way.

The solution shall be sprayed on to the concrete surfaces at the manufacturer's recommended maximum rate of coverage (minimum ft^2/gal) or to refusal, whichever is achieved first. Refusal is defined such that additional spray applications remain on the concrete surface and do not soak in, as determined by the Engineer.

If the plans specify a grooved bridge deck surface, the grooving shall be accomplished prior to the application of the sealer.

4. **Traffic Limitations:** Traffic will not be permitted on treated surfaces nor shall pavement markings be applied until the solution has completely penetrated and the treated surface is dry. The Engineer will determine when the surface is sufficiently dry.

IV. METHOD OF MEASUREMENT

Concrete Penetrating sealer will be measured to the nearest 0.1 square yard.

V. BASIS OF PAYMENT

Concrete Penetrating sealer will be paid for at the contract unit price per square yard. Payment will be full compensation for equipment, labor, materials, and all other incidental items required to prepare the concrete surfaces, and to furnish and apply the penetrating concrete sealer.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONTRACTOR FURNISHED MIX DESIGNS
FOR PCC PAVEMENT

JUNE 19, 2015

This work consists of establishing the mix design requirements and acceptance criteria for Portland Cement Concrete Pavement (PCCP).

Make the following changes to the specifications:

Section 380.3 A Delete this section and replace with the following:

A. Concrete Quality, Proportioning, and Acceptance: The Contractor shall design and be responsible for the performance of all concrete mixes used in the PCC pavement.

1. Mix Design Requirements: The mix proportions selected shall produce concrete that is sufficiently workable and finishable for all uses intended and shall conform to the following requirements.

The mix design process shall produce a mix design that will plot within the limits listed in Chart A. The mix design shall also meet the following requirements when plotted on the 0.45 power chart. The best fit line plotted on the 0.45 power chart shall use a top size of 1” aggregate for jointed concrete pavement and 1.5” aggregate for Continuously Reinforced Concrete Pavements (CRCP). The combined gradation when plotted on the 0.45 power chart should fit within the limits as defined in Chart B for jointed concrete pavement or Chart C for CRCP. CRCP mix designs shall retain a minimum of 11.5% of the total aggregate above the 1” sieve.

On small areas, using stationary side formed paving methods; the Engineer may permit the substitution of Class A45 concrete for the concrete paving mix. Class A45 shall meet the requirements of Section 460, except the concrete shall have a slump range of between 1” and 3” and shall contain fly ash. Fly ash shall constitute 20% to 25% of the cementitious material at a 1:1 ratio by weight.

Satisfactory performance of the proposed mix design shall be verified by laboratory tests on trial batches. The trial batches must be performed by an approved testing facility approved by the Department's Concrete Engineer. An on site inspection of mix design procedures and equipment may be required. Trial batches shall be conducted in accordance with the American Concrete Institute Publication 211.1, ASTM C192 and the following:

a. **Cementitious Material Content:** The mix design shall establish a cementitious material content (total of cement, fly ash, and other cementitious additions). The minimum cementitious material content shall be 575 pounds per cubic yard. The maximum cementitious material content shall be 800 pounds per cubic yard.

b. **Fly ash:** Fly ash shall be included in the concrete mixture. Fly ash shall constitute 20% to 25% of the cementitious material at a 1:1 ratio by weight.

c. **Water/Cementitious Material Ratio:** The mix design shall establish a maximum water/cementitious material ratio, which shall not exceed 0.42 pounds/pounds.

d. **Slump:** The slump at 20 minutes after completion of mixing for each trial mix shall be 1.25" to 2.75" for slipformed pavements and 2.25 to 3.75 for formed pavements. The initial slump immediately after completion of mixing shall be tested and reported as well. The concrete for the 20 minute slump shall be exposed to ambient air temps between 68°F to 86°F.

e. **Coarse Aggregate Percentage:** The mix design shall establish the percentage of coarse aggregates to be used. The minimum coarse aggregate content shall be 55% by weight of total aggregates.

f. **Entrained Air content:** The volumetrics of the mix design shall be based on 6.5% air content.

   The air content for all concrete trial mixes shall have an entrained air content of 6.5% - 8.0.

g. **Compressive Strength:** The mix design shall be based upon obtaining an average minimum compressive strength of 4000 psi at 7 days and 5200 psi at 28 days.

h. **Lab Trial Mixes:** A minimum of four trial batches with different proportions shall be required. Of the minimum four trial batches, two each shall be made at different proportions of aggregates. In addition,

each trial batch shall have a minimum of two trial batches at different water/cementitious material ratios or different cement contents. A different proportion of aggregate must be at least a 1% (of total aggregate) sand change or a 2% (of total coarse aggregate) rock change. A different water/cementitious material ratio shall be at least a 0.02 change. A different cement content change shall be an addition or subtraction of at least 20 pounds of cementitious materials.

All mix designs shall be based off of saturated surface dry (SSD) condition & aggregate specific gravity at SSD.

A minimum of 3 cylinders at each age, for each trial shall be tested for compressive strength at 7, 14, and 28 days. All 9 cylinders must be made from the same batch of concrete. The cylinders must be consolidated by the rodding method.

The fresh concrete temperature shall be between 68°F and 86°F immediately after completion of mixing.

The results of the trial mixes including all batched weights, aggregate moisture contents, fresh concrete results (initial and 20 minute slump, initial air content, initial unit weight, and initial temperature), actual water/cementitious material ratio, compressive strengths, aggregate gradations (including production tests) and aggregate quality results shall be furnished by the Contractor to the Engineer at the time the proposed mix design is submitted for verification.

Consideration for expected field temperatures may be made when evaluating laboratory trials. Changes that cause a deviation from the requirements of this provision for expected field temperatures must be submitted and evaluated by the Concrete Engineer prior to performing trial batches.

i. **Laboratory Trial Batch Verification:** The mix design shall be recorded on a DOT-24 and submitted to the Engineer along with all data, test results, and necessary supporting documentation. Approval of mix designs shall not relieve the Contractor from the responsibility for furnishing a concrete mix that meets specification and workability requirements.

   All modifications to the mix designs, including but not limited to, changes of admixtures and aggregate percentage splits shall be submitted to the Department's Concrete Engineer on a DOT-24 form for approval and, if determined necessary, a verification prior to use. Changes in brand name of admixtures and cement may be made by submitting a revised DOT-24 to the Department's Concrete Engineer

for approval; verification will not be necessary provided it is the same type of material. Dosage changes to admixtures may be made without submitting a DOT-24.

Mix design verification by the Department will not commence until the Department has received all of the necessary samples, information from lab trials, aggregate tests, and the Contractor's trial batch results having obtained 4000 psi at 7 days. The Department will require 40 days prior to production to complete mix design verification.

A concrete mix design that previously has been allowed for use under this provision will be considered for approval if: 1) all proportions are unchanged from those previously used, 2) current aggregate samples show the materials to be used are the same as those used for the original mix design, and 3) the previous project's test results were satisfactory for strength, workability, and performance. Aggregate samples for gradation checks shall be submitted along with the request to use a previously approved mix design a minimum of 40 days prior to the anticipated use.

The Department will verify one of the submitted mix design trials. The Department's verification can be no more than 10% less than the Contractor's submitted strength. If the Department's verification does not match the Contractor's submittal the first time, the Department will perform a second verification at the Contractor's request. The costs involved with any further mix design verifications will be at the Contractor's expense.

2. **Field Acceptance Criteria:** The Contractor shall produce a concrete mix in accordance with the approved mix design and the following:

   a. **Slump:** For the stationary side form method, the slump of the concrete shall be between 1 inch and 3 inches at the time of placement. For the slip-form method, the slump of the concrete shall not be more than 2 inches at the time of placement.

   b. **Entrained Air Content:** All concrete shall have a target entrained air content of 6.5%.

      The allowable tolerance from target values shall be +1% and -1.5%.

   c. **Compressive Strength:** Concrete shall exhibit a minimum compressive strength of 4000 psi at 28 days.

   d. **Water/Cementitious Ratio:** The concrete shall have a maximum Water/Cementitious ration "W/C Ratio" as listed on the mix design. The

W/C Ratio will be calculated as per 380.3 B.2 to compare the as-batched concrete against the mix design maximum.

e. **Determination of Field 28 Day Compressive Strength and Acceptance Criteria:** The Engineer will be responsible for the sampling, preparing, curing, and breaking of all concrete cylinders for concrete compressive strength in accordance with the Department's Materials Manual. The 28 day compressive strength shall be determined in accordance with SD 420.

The 28 day compressive strength acceptance criteria shall be as follows:

1) **Concrete Cylinder Testing:** If the 28 day cylinder compressive strength is greater than or equal to the specified 28 day compressive strength, the quantity of concrete represented by the cylinder shall be accepted.

   If the 28 day cylinder compressive strength is less than the specified 28 day compressive strength, the backup cylinder shall be broken as soon as possible after breaking the 28 day cylinder. The compressive strength for the backup cylinder will be the strength at the time that it was broken and will not be corrected back to 28 day strength.

2) **Backup Concrete Cylinder Testing:** If the backup cylinder compressive strength is greater than or equal to the specified 28 day compressive strength, the quantity of concrete represented by the cylinder shall be accepted.

   If the backup cylinder compressive strength is less than the specified 28 day compressive strength by no more than 500 psi, the Department's Concrete Engineer will determine if the concrete pavement represented by the cylinder is structurally adequate at the average compressive strength of the 28 day and the backup cylinder. If structurally adequate, the concrete will be allowed to remain in place and will be subject to price adjustment based on the average compressive strength of the two cylinders. If the analysis shows the average cylinder compressive strength is not structurally adequate, the concrete will be removed and replaced at the Contractor's expense.

   If the average compressive strength of the 28 day and the backup cylinder compressive strength is more than 500 psi, below the specified 28 day compressive strength, the concrete pavement represented by the cylinders shall be removed and replaced.

3) **Department Coring Option:** If there is some reason to suspect that the compressive strength test results are not valid due to a damaged concrete cylinder, malfunction of testing equipment, etc. or that the test results are not representative of the in place concrete, the Department may core the concrete represented by the cylinders. When cores are deemed necessary by the Department and are required at no fault of the Contractor, the Department will arrange for the additional testing and all costs will be borne by the Department. The coring and compressive testing shall be in accordance with the current edition of AASHTO T 24.

   If the average core compressive strength is greater than or equal to the specified 28 day compressive strength, the quantity of concrete pavement represented by the cylinders shall be accepted.

   If the average core compressive strength is less than the specified 28 day compressive strength by no more than 500 psi, the Department's Concrete Engineer will determine if the concrete pavement is structurally adequate at the lower compressive strength. If structurally adequate, the concrete will be allowed to remain in place and will be subject to price adjustment. If the analysis shows the average core compressive strength is not structurally adequate, the concrete will be removed and replaced at the Contractor's expense.

   If the average core compressive strength is more than 500 psi below the specified 28 day compressive strength, the concrete represented by the cylinders shall be removed and replaced.

4) **Contractor Coring Option:** If the Contractor disputes the accuracy of the 28 day cylinder compressive strength, the Contractor has the option to core the concrete represented by the cylinders. Upon notification of a deviation from the specified compressive strength, the Contractor shall provide written notification of the intent to core the represented concrete within 5 calendar days. Coring shall be done in accordance with Section 380.3 A.2.e.5 of this special provision.

   If the average core compressive strength is greater than or equal to the specified 28 day compressive strength, the quantity of concrete represented by the cylinder shall be accepted.

   If the average core compressive strength is less than the specified 28 day compressive strength by no more than 500 psi, the Concrete Engineer will determine if the unit is structurally adequate

at the lower compressive strength. If structurally adequate, the concrete will be allowed to remain in place and will be subject to price adjustment. If the analysis shows the average core compressive strength is not structurally adequate the concrete will be removed and replaced at the Contractor's expense.

If the average core compressive strength is more than 500 psi below the specified 28 day compressive strength, the concrete represented by the cylinders shall be removed and replaced.

5) **Coring & Compressive Testing:** If the Contractor utilizes the option to core as specified in Section 380.3 A.2.e.4 of this special provision, the Contractor shall arrange for an independent testing laboratory to perform the coring and compressive testing within 14 calendar days of notification of the failing compressive strength of the backup cylinder. The independent testing laboratory must be approved by the Department's Concrete Engineer prior to starting the coring and compressive testing. The coring and compressive testing shall be in accordance with the current edition of AASHTO T 24.

   The independent testing laboratory will take 3 cores of the area representing the cylinders in which the compressive strength is in question and test them for compressive strength. The coring and compressive testing shall be witnessed by the Department's Region Materials Engineer.

   The Contractor will be responsible to locate the reinforcing steel prior to coring. It is critical that the coring operation avoids all reinforcing steel. The core holes shall be grouted with a grout that conforms to Section 460.2.

   The average compressive strength of the 3 cores will be used for the determination of the concrete compressive strength. If the average core compressive strength is greater than or equal to the specified 28 day compressive strength, then no single core compressive strength may be more than 15% below the specified strength. ASTM E178 (Standard Practice for Dealing With Outlying Observations) will be used with the 10% significance level to deal with excessively high or low core strengths. If a core compressive strength is an outlier, then the set of cores will be averaged using the 2 remaining cores.

   The average compressive strength of the cores will prevail over all other compressive strength determination methods.

If the Contractor utilizes the option to core as specified in Section 380.3 A.2.e.4 of this special provision, all costs for the coring and compressive strength testing shall be borne by the Contractor. The Department will not reimburse the Contractor for coring and compressive strength testing costs. If it is determined by the additional testing that the 28 day compressive strength is less than that specified, the concrete shall be either accepted or rejected as per Section 380.3 A.2.e.4 of this special provision.

The following information shall be provided for each core taken:

a) Include DOT project number, county, & PCN.
b) Core identification number & location of each core (representing cylinder number, location of cores sketch, date concrete was cast, date cores taken, date cores tested, etc.)
c) Age of the concrete at the time of testing.
d) Length & diameter of each core tested.
e) Unit weight of each core.
f) End preparation (capped or neoprene).
g) Date of last calibration of the compression machine.
h) What, if any, correction factor was used to compute the compressive strength.
i) Actual calculations including load & cross-sectional area.
j) Type of fracture as per ASTM C39. Note if the bond to the coarse aggregate is not adequate due to cement adhesion.
k) Any defects in either the core or the cap.

Mix Design Charts:

Chart A

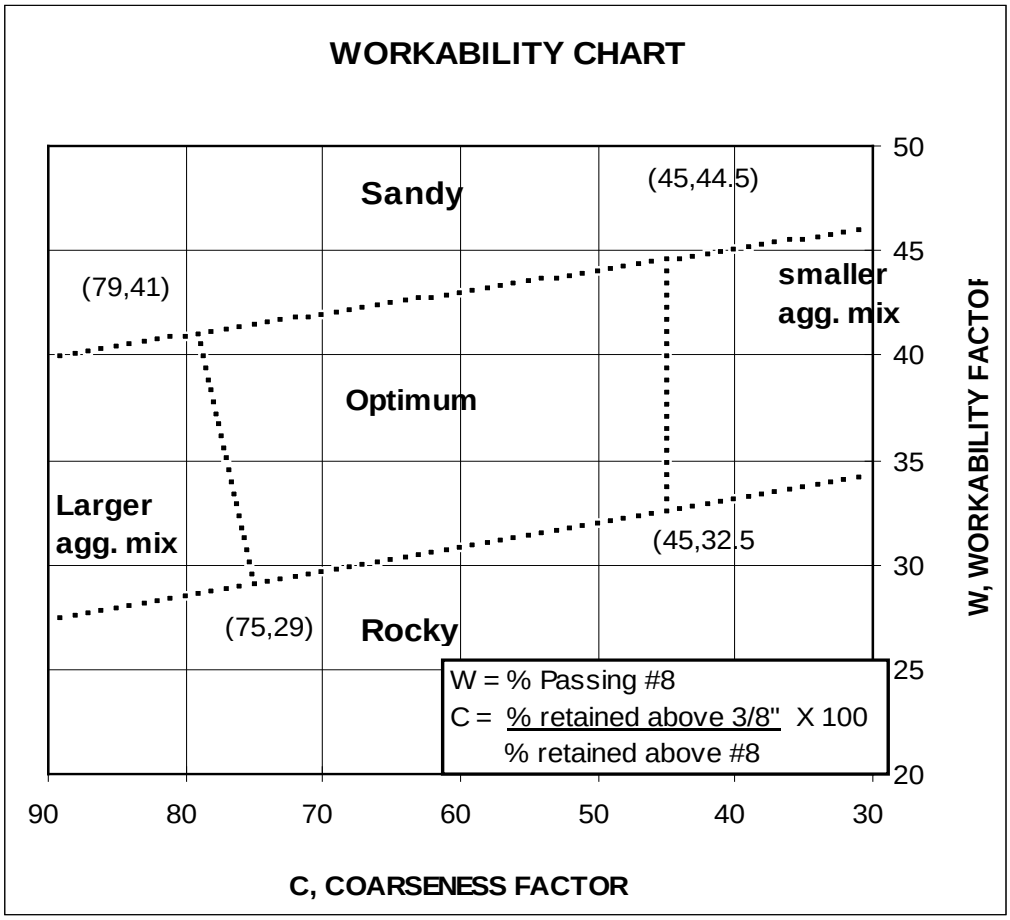


Chart B

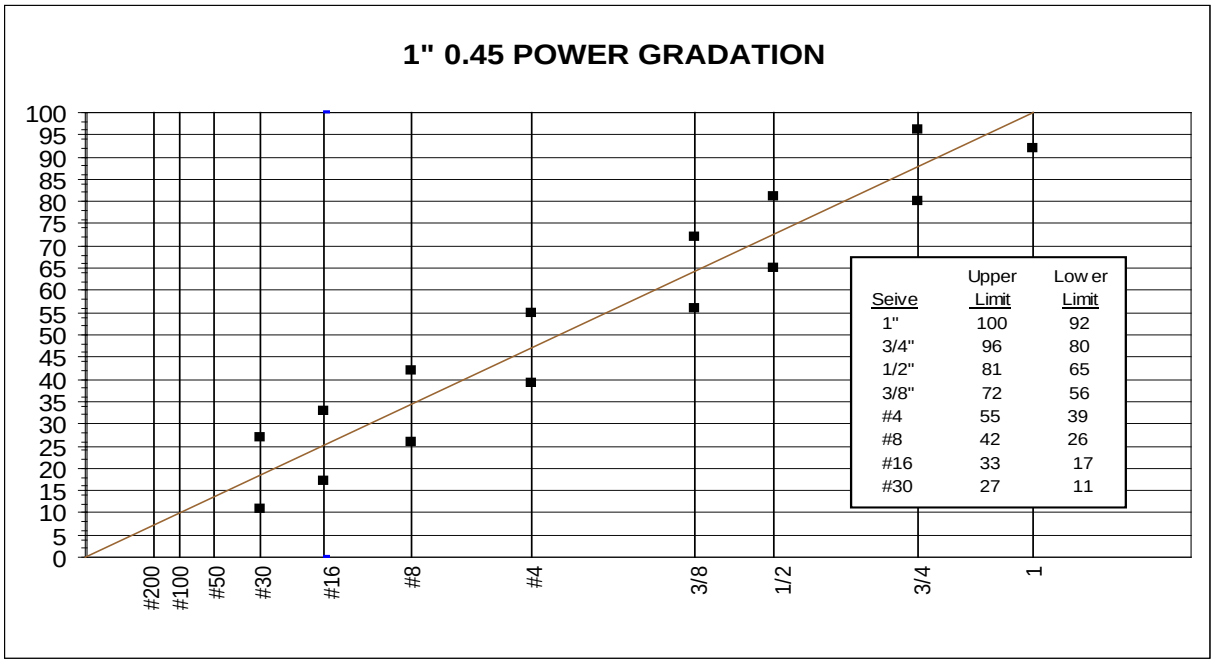
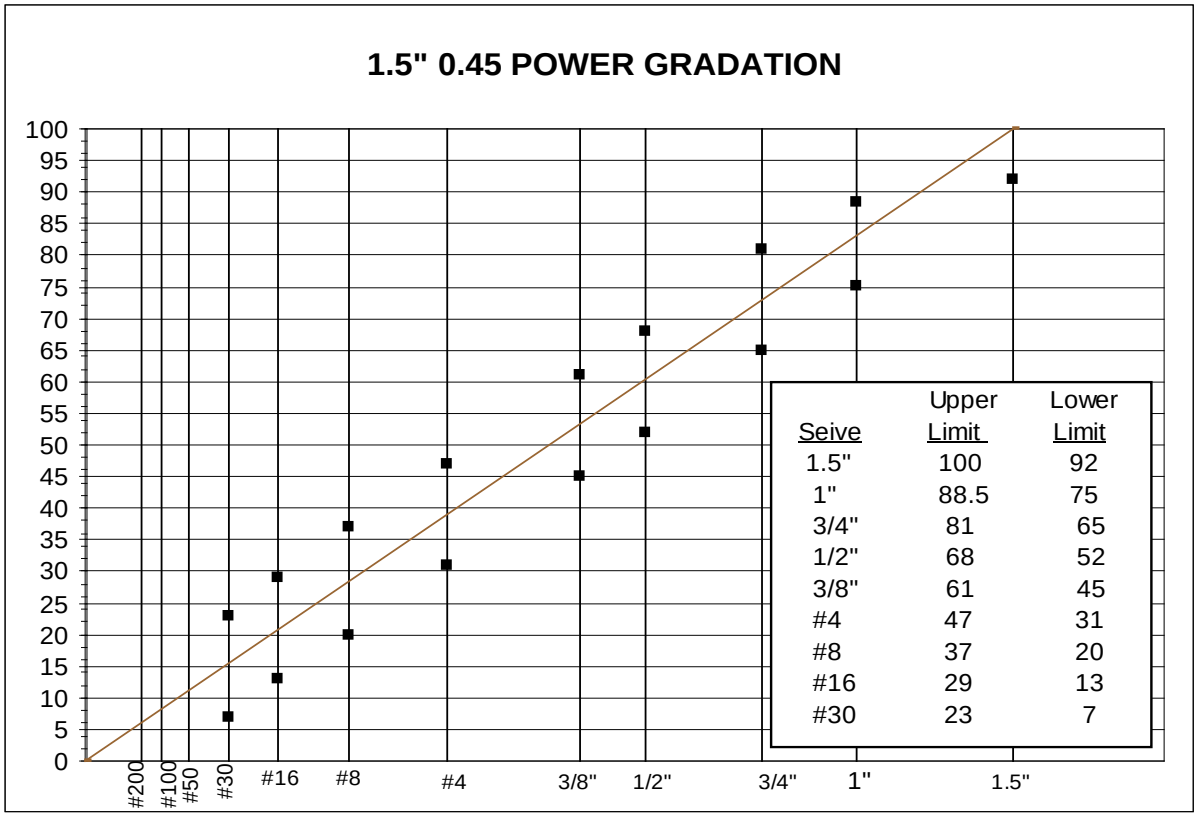


Chart C



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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
PI PCC PAVEMENT SMOOTHNESS
WITH 0.2” BLANKING BAND

JULY 21, 2015

At locations designated in the plans, the Contractor will determine the PCC pavement smoothness by profile testing the finished surfaces of the PCC pavement in accordance with the following requirements.

A. Exclusions: Excluded from profile testing are:

1. Shoulders;

2. Lanes less than 10 feet in width;

3. The first or last 50 feet of a pavement where the Contractor is not responsible for the adjoining in place pavement; and,

4. Pavements on horizontal curves with centerline radius of curvature of less than 600 feet and pavements within the super-elevated transitions of such curves.

At locations designated in the plans to be profiled but excluded from profile testing, the Engineer will determine the pavement smoothness according to the 10-foot straightedge test requirements in Section 380.3 O.1 of the specifications.

B. Equipment and Calibration: Equipment and calibration will conform to Section 380.3 B.8 of the specifications except for the following exception:

The Contractor will supply and use a California type profilograph. The computer will smooth the profile using only a third-order Butterworth filter with a cutoff wavelength of 2.0 feet. The computer will generate a profile index using a 0.2 inch blanking band and will use a 0.3 inch bump threshold to identify "must grind" locations.

C. Operation: The Contractor will operate the profilograph at a speed no greater than a normal walk. Make two passes in each driving lane, one in each approximate wheel path. Label each trace to show the project, stationing, lane, wheel path, date paved, date ground (if applicable), date tested, date or re-profiling testing (if applicable), and the name of the operator.

The Contractor will not run the profile test prior to the next working day following concrete placement. Segments less than 1000 linear feet may be grouped with the subsequent day's production. The Contractor will furnish results to the Engineer within 2 business days after concrete placement and furnish re-profiling test results within 2 business days after corrective grinding is completed.

The Contractor will repair or replace curing membrane damaged or protective cover removed during profile testing operations as directed by the Engineer at no cost to the Department.

D. Evaluation: The Contract will furnish the Department with the profilogram and the profilogram will become the property of the Department. The Department will evaluate the profilogram. Evaluation will consist of determining the profile index (PI) to the nearest 0.5 inch per mile by measuring and summing scallops appearing outside a 0.2 inch blanking band. The PI will be determined from the average of the two wheel paths in each driving lane. Individual bumps will be evaluated using a 0.3 inch bump template. PIs will be rounded to the nearest 0.1 inch.

The Department will spot check or retest areas the Department desires with the Department owned and operated profilograph. If a discrepancy between the two traces occurs, the Department and Contractor will determine the cause of the discrepancy and the area will be retested if necessary, as determined by the Engineer.

E. Requirements: Pavements will not exceed a PI of 10.0 inches per mile.

1. Pavements with a PI from 10.1 to 20.0 inches per mile in any 0.1 mile section will be subject to one of the following at the discretion of the Contractor.

a. Satisfactorily correct the deficient area by corrective grinding to a PI of 10.0 or less. The Contractor will accomplish corrective grinding with specially prepared circular diamond blades mounted on a horizontal shaft. The Contractor will day light corrective grinding to the outside edge of the pavement. The Contractor will repair and replace joint sealant damaged by corrective grinding as directed by the Engineer and at no additional cost to the Department. The Contractor will not leave ground areas smooth or polished. The Contractor will ensure ground areas have a uniform texture equal in roughness to the surrounding unground concrete. When limestone is used as the course aggregate in the pavement and the current ADT shown on the plans is greater than 1500, the Contractor will reestablish the tining with a mechanical tining machine in all areas where the corrective grinding exceeds 50 feet measured longitudinally along the centerline of the road. The Contractor will remove and replace all joint sealant within the area where tining is replaced.

The Contractor will replace all permanent pavement markings damaged, destroyed, or removed during corrective grinding at no additional cost to the Department. Following the completion of corrective grinding, the Contractor will re-profile test the deficient area.

b. Accept the deficient area with a price reduction as per the table located in section F of this special provision.

If the Contractor elects to correct the deficient area by corrective grinding, the Department will use the resulting PI after corrective grinding for payment calculations in accordance with the incentive and disincentive payment table in this special provision except the sections corrective ground to a PI less than 10.0 inches per mile (159 mm/km) will not earn more than 100.0% payment.

2. Pavements with a PI exceeding 20.0 inches per mile in any 0.1 mile section will be subject to one of the following at the discretion of the Engineer.

a. Satisfactorily correct the deficient area by corrective grinding as specified in section E.1.a of this special provision.

b. Remove and replace deficient areas.

If the Engineer requires the Contractor to correct the deficient area by corrective grinding, the Contractor will correct the deficient area by corrective grinding to a PI of 20.0 or less. Once the PI is 20.0 or less, any subsequent corrective grinding will be done at the discretion of the Contractor in accordance with section E.1 of this special provision. The Department will use the resulting PI after corrective grinding for payment calculations in accordance with the incentive and disincentive payment table in this special provision except the sections corrective ground to a PI less than 10.0 inches per mile will not earn more than 100.0% payment.

3. Individual bumps in excess of 0.3 inches in 25 feet will be subject to one of the following at the discretion of the Engineer.

a. Satisfactorily correct the deficient area by corrective grinding as specified in section E.1.a of this special provision.

b. Individual bumps less than 0.25 inches in 10 feet may be accepted without correction.

c. Remove and replace deficient areas.

Pavements with a PI exceeding 10.1 inches per mile in any 0.1 mile section with individual bumps in excess of 0.3 inches in 25 feet may be corrected to an

improved PI by corrective grinding in accordance with section E.1 and E.2 of this special provision.

Coring for pavement thickness measurement will be performed after all corrective action has been completed

F. Incentive and Disincentive Payments: The Department will make incentive and disincentive payments based on the following chart:

Profile Index (in/mile)	**Price Adjustment (% of contract unit price)*1**
0 to 2.9	103.5
3 to 3.9	102.4
4 to 4.9	101.2
5 to 10.0	100.0
10.1 to 12.9	98.8
13 to 15.9	97.7
16 to 20	96.5

*1 Incentive payments cannot be improved due to grinding regardless of the average PI.

The adjustment in the contract unit price will apply to the total area of the 0.1 mile long section. The Department will calculate the area using the total lane width (12 feet or less) and the total length of the section (0.1 mile or less if the section is the segment at the end of the project).

When the use of a profilograph is specified, the final surface may also be checked with a 10 foot straightedge, according to Section 380.3 O.1 in locations determined by the Engineer.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
MECHANICALLY STABILIZED EARTH
(LARGE PANEL) WALLS

PROJECT IM 0901(162)14, PCN 020U
LAWRENCE COUNTY

AUGUST 12, 2015

I. DESCRIPTION

This work shall consist of mechanically stabilized earth walls constructed in accordance with these specifications and in reasonably close conformity with the lines, grades, and dimensions shown on the plans or established by the Engineer. Design details for these earth retaining structures such as specified strip or mesh length, concrete panel thickness, loading conditions, size of concrete leveling pad, and details for appurtenances shall be as shown on the shop plans. This specification is intended to cover all steel strip or mesh stabilized earth wall systems utilizing discrete concrete face panels, some of which may be proprietary.

II. MATERIALS

The contractor shall make arrangements to purchase or manufacture the facing elements, reinforcing mesh or strips, attachment devices, joint filler, and all other necessary components. Materials not conforming to this section of the specifications or from sources not listed in the contract documents shall not be used without written approval from the Area Engineer.

A. Reinforced Concrete Facing Panels and Concrete Coping: The facing panels shall be as specified in the plan notes. The panels and coping shall be fabricated in accordance with Section 8 of AASHTO Specifications for Highway Bridges, Division II, with the following exceptions and additions.

1. Portland cement concrete shall conform to Class A40 with a 4,000 psi compressive strength at 28 days. Slump and air requirements shall be as per Section 560 of the Specifications.

2. The concrete panels shall be fully supported until the concrete reaches a minimum compressive strength of 1,000 psi. The panels may be shipped after reaching a minimum compressive strength of 3,600 psi.

3. **Surface Finish:** Unless otherwise specified in the plans, the concrete surface of the front face shall have a Class I finish as defined by Section 8.12 of AASHTO Specifications for Highway Bridges, Division II, and the rear face shall have a uniform surface finish. The rear face of the panel shall be screeded to eliminate open pockets of aggregate and surface distortions in excess of 1/4 inch. The panels shall be cast on a flat area. The strips or other metal attachment devices shall not contact or be attached to the face panel reinforcement steel.

   The unformed surfaces of the coping shall be screeded and fully worked with a suitable floating tool. Before the finish has set, the surface cement film shall be removed with a fine brush such that a fine-grained, smooth, but sanded texture is achieved.

4. **Marking:** The date of manufacture, the production lot number, and the piece mark shall be clearly inscribed on an unexposed face of each panel.

5. **Handling, Storage, and Shipping:** All concrete panels and coping shall be handled, stored, and shipped in such a manner as to prevent chipping, discoloration, cracks, fractures, and excessive bending stresses. Panels and coping in storage shall be supported on firm blocking to protect the panel connection devices and the exposed exterior finish.

6. **Tolerances:** All concrete panels shall be manufactured within the following tolerances.

   a. **Panel Dimensions:** Position panel connection devices within one inch of the plans specified location, all other panel dimensions shall be with within 3/16 inch of plans specified dimensions.

   b. **Panel Squareness:** Squareness as determined by the difference between the two diagonals shall not exceed 1/2 inch.

   c. **Panel Surface Finish:** Surface irregularities on the front surface of the panel measured over a length of five feet shall not exceed 1/8 inch. Surface irregularities on the front surface of the panel of a textured finished surface measured over a length of five feet shall not exceed 5/16 inch.

7. **Reinforcing Steel:** Reinforcing steel shall conform to Section 480 of the Specifications.

8. **Sampling and Testing:** The minimum sampling and testing requirements for the Class A40 Concrete will be modified as follows:

   a. **Compressive Strength:** Acceptance of concrete panels and coping with respect to compressive strength will be determined on the basis of production lots. A production lot is defined as a group of panels or coping that will be represented by a single compressive strength sample and will consist of either 40 panels, 40 coping sections, or a single day's production, whichever is less.

      During the production of the concrete panels, the manufacturer will randomly sample the concrete according to SD 402. A single compressive strength sample, consisting of a minimum of four cylinders, will be randomly selected from every production lot.

      Compression tests shall be made on a standard 6-inch by 12-inch test specimen prepared according to SD 405. Compressive strength testing shall be conducted according to AASHTO T-22.

      Air content will be performed according to SD 403. Air content samples will be taken at the beginning of each day's production and at the same time as compressive strength samples are taken to ensure compliance.

      The slump test will be performed according to SD 404. The slump will be determined at the beginning of each day's production and at the same time as the compressive strength samples are taken.

      For every compressive strength sample a minimum of two cylinders shall be cured according to SD 405 and tested at 28 days. The average compressive strength of these cylinders, when tested according to AASHTO T-22, will provide a compressive strength test result, which will determine the compressive strength of the production lot.

      If the contractor desires to remove forms or ship the panels or coping prior to 28 days, a minimum of two additional cylinders will be cured in the same manner as the panels. The average compressive strength of these additional cylinders when tested according to AASHTO T-22 will determine whether the forms can be removed or the panels and/or coping can be shipped.

      Acceptance of a production lot will be made if the compressive strength test result is greater than or equal to 4,000 psi. If the compressive strength test result is less than 4,000 psi, then the

acceptance of the production lot will be based on its meeting the following acceptance criteria in their entirety:

1) Ninety percent of the compressive strength test results for the overall production shall exceed 4,150 psi.

2) The average of any six consecutive compressive strength test results shall exceed 4,250 psi.

3) No individual compressive strength test result shall fall below 3,600 psi.

b. Rejection: Production lots shall be rejected because of failure to meet any of the requirements specified above. In addition, any of the following defects shall be sufficient cause for rejection of individual panels or coping sections:

1) Defects that indicate imperfect molding.

2) Defects indicating honeycombed or open textured concrete.

3) Cracked or severely chipped panels.

4) Color variation on front face of a panel or on an exposed surface of a coping unit due to excess form oil or other reasons.

B. Soil Reinforcing and Attachment Devices: Reinforcing and attachment devices that do not meet the manufacture's requirements and are not free of defects shall be rejected (i.e. bent strips, damaged coating, etc.)

1. Reinforcing Strips: Reinforcing strips shall be hot rolled from bars to the required shape and dimensions. Their physical and mechanical properties shall conform to either ASTM A-36 or ASTM A-572 grade 65 (AASHTO M-223) or equal. Epoxy coating shall have a minimum thickness of 18 mils when measured according to ASTM G12. Galvanized reinforcing shall be designed to provide a 100 year design life in accordance with Section 5.8.6.1 of the AASHTO Specifications for Highway Bridges.

2. Reinforcing Mesh: Reinforcing mesh shall be shop fabricated of cold drawn steel wire conforming to the minimum requirements of ASTM A-82 (AASHTO M-32) and shall be welded into the finished mesh fabric according to ASTM A-185 (AASHTO M-55). Epoxy coating shall have a minimum thickness of 18 mils when measured according to ASTM G12. Galvanized reinforcing shall be designed to provide a 100 year design life in accordance with Section 5.8.6.1 of the AASHTO Specifications for Highway Bridges.

3. **Tie Strips:** The tie strips shall be shop fabricated of a hot rolled steel conforming to the minimum requirements of ASTM A1011, Grade 50 or equivalent. Epoxy coating shall have a minimum thickness of 18 mils when measured according to ASTM G12. Galvanized reinforcing shall be designed to provide a 100 year design life in accordance with Section 5.8.6.1 of the AASHTO Specifications for Highway Bridges.

4. **Fasteners:** Fasteners shall consist of galvanized hexagonal cap screw bolts and nuts meeting the requirements of ASTM A-325 (AASHTO M-164) or equivalent.

5. **Connectors:** Connector pins and mat bars shall be fabricated from A-36 steel and welded to the soil reinforcement mats as shown on the plans. Connector bars shall be fabricated of cold drawn steel wire conforming to the requirements of ASTM A-82 (AASHTO M32) and galvanized in accordance with ASTM A12 (AASHTO M111).

C. **Joint Materials:** Installed to the dimensions and thickness according to the plans and approved shop drawings.

1. Provide preformed EPDM rubber pads meeting the requirements of ASTM D-2000 for 4AA, 812 rubbers, neoprene elastomeric pads with a Durometer Hardness of 55 $\pm$ 5, or high density polyethylene pads with a minimum density of 59 lb/ft^3 in accordance with ASTM D-1505.

2. Provide a geotextile fabric to cover all vertical and horizontal joints between panels on the back side of the wall. The minimum fabric width shall be 18 inches with a 4 inch lap.

D. **Granular MSE (Large Panel) Backfill:** All backfill material used in the structure volume shall be reasonably free from organic and deleterious material. The backfill material shall be obtained from crushed natural sources conforming to the following gradation limits as determined by SD 202:

Sieve Size	Percent Passing
1-1/2 inches	100
3/8 inch	0-15
No. 200 mesh sieve	0-10

The backfill shall conform to the following additional requirements:

1. **Plasticity Index:** The plasticity index (P.I.) as determined by SD 207 shall not exceed 2.

2. **Internal Angle of Friction:** The material shall exhibit an angle of internal friction of not less than 34 degrees, as determined by the standard Direct Shear Test, AASHTO T-236 on the portion finer than the No. 10 sieve.

3. **Soundness:** The materials shall be free of soft, poor durability particles. The material shall have a sodium sulfate soundness loss of less than 15 percent after five cycles determined in accordance with AASHTO T-104 or SD 220.

4. **Electrochemical Requirements:** The backfill materials shall meet the following criteria:

Requirements	**Test Methods**
Resistivity > 3,000 ohm centimeters	AASHTO T-288
PH 5-10	AASHTO T-289
Chlorides <100 parts per million	AASHTO T-291
Sulfates <200 parts per million	AASHTO T-290

If the resistivity is greater or equal to 5,000 ohm-cm, the chloride and sulfates requirements may be waived.

5. **Strength and Chemical Requirements:** The following aggregates meet the above strength and chemical parameters: Minnekahta Limestone, Sioux Quartzite, and Ortonville Granite.

6. **Design Parameters:** Direct shear tests performed on the above aggregates indicate an internal friction angle = 47°, and cohesion = 0. No reduction or safety factors have been applied to these values. A value greater than the standard 34° for the internal friction angle can be used at the wall designer's discretion. A dry unit weight = 105 pcf shall be used for the granular backfill.

E. **Concrete Leveling Pad:** The concrete in the concrete leveling pad shall conform to Class M6.

F. **Acceptance of Material:** The Contractor shall furnish the Engineer a Certificate of Compliance certifying the above materials, including granular MSE backfill if other than Minnekahta Limestone, Sioux Quartzite, or Ortonville Granite, comply with the applicable contract specifications. A copy of all test results performed by the contractor necessary to ensure contract compliance shall also be furnished to the Engineer.

Acceptance will be based on the Certificate of Compliance, accompanying test reports, and visual inspection by the Engineer.

III. CONSTRUCTION REQUIREMENTS

A. Construction Plans, Shop Plans, and Design Calculations: The contractor shall consult with an approved MSE wall company and obtain design calculations and construction plans. These plans shall be signed/sealed by a South Dakota Registered professional engineer. The wall company shall initially submit three copies of the construction plans, shop plans, and design calculations to the Office of Bridge Design a minimum of 30 days in advance of construction for approval. Construction plans shall include plan view, elevation view, typical cross sections, material and construction specifications, and a detailed quantity list consisting of actual quantities for: Structure Excavation, Retaining Wall (Cu. Yd.), Undercutting (Cu. Yd.), MSE Large Panel Wall – Furnish and Install (Sq. Ft.), and Granular Backfill for MSE Large Panel Wall (Cu. Yd.). One reviewed copy will be sent to the wall company who will make the necessary changes, if any, and then send the Office of Bridge Design seven final approved copies of the construction plans and shop plans for distribution.

B. Structure Excavation, Retaining Wall: Structure Excavation, Retaining Wall, this work shall consist of the necessary excavation for erection of the retaining wall system. Structure excavation shall be in reasonably close conformity to the limits shown on the typical section located within the plans. The Engineer may order changes in elevations of the footings as necessary.

C. Foundation Preparation: The foundation area for the retaining wall system shall be undercut to the limits shown on the typical section located within the plans or as directed by the Engineer. Backfill material shall conform to what is specified in the plans.

At each change in elevation of the foundation level of the wall, a nonreinforced concrete leveling pad of the type shown on the construction plans shall be provided. Concrete leveling pads shall be cured a minimum of 12 hours before placement of wall panels.

D. Wall Erection: A field representative from the proprietary wall system shall be at the job site at the start of wall construction and as needed to resolve wall construction problems. Multiple trips may be required. Before wall construction begins, a pre-construction conference shall be held to cover proper wall construction techniques. Personnel at this meeting shall include, but not be limited to, State project personnel, Contractor personnel, State Geotechnical Engineering Activity personnel, and a field representative from the proprietary wall company. The field representative shall also be present during the placement and backfilling of the first two complete rows of panels and reinforcement along the length of the wall, or until the backfill, compaction, and wall batter operations have been optimized. The decision of

when the operations have been optimized will be at the sole discretion of the Engineer.

Construction of the wall shall begin at the lowest course and proceed upwards. The entire lowest course must be placed and backfilled prior to the construction of any of the subsequent course. Backfill placement must be in successive horizontal lifts as wall panel placement proceeds. If the Contractor wishes to deviate from these requirements, he will be required to submit his proposed erection plan, through the proper channels, to the Bridge Construction Engineer for approval a minimum of 30 days prior to beginning construction on the wall. This plan shall include the Contractor’s plan to retain the backfill material laterally without undermining the reinforcement, which at a minimum must comply with the Lateral Reinforcement Detail provided in the plans.

The underdrain system, if applicable, shall be placed prior to wall backfill placement. The underdrain system shall provide positive drainage from the wall backfill. If the permanent outlet works for the underdrain system is not installed or unable to be installed, a temporary outlet works for the underdrain system shall be constructed until the permanent outlet works can be constructed to prevent water from backing up in the wall backfill material.

Unless otherwise governed by global stability concerns, if walls in excess of 20 feet occur, the finished grade in front of the wall shall be placed and compacted before wall construction exceeds a height of 20 feet. Finished grade backfill shall be compacted to 97% of maximum dry density in front of the wall.

Precast concrete panels shall be placed so that their final position is vertical or battered as shown on the plans. For erection, panels are handled by means of lifting devices connected to the upper edge of the panel. Panels should be placed in successive horizontal lifts in the sequence shown on the plans as backfill placement proceeds. As backfill material is placed behind the panels, the panels shall be maintained in position by means of temporary wedges or bracing according to the wall supplier's recommendations. Concrete facing vertical tolerances and horizontal alignment tolerances shall not exceed 3/4 inch when measured with a ten-foot straight edge. During construction, the maximum allowable offset in any panel joint shall be 3/4 inch. The overall vertical tolerance of the wall (top to bottom) shall not exceed 1/2 inch per ten feet of wall height.

Reinforcement elements shall be placed normal to the face of the wall, unless otherwise shown on the plans. Prior to placement of the reinforcing elements, backfill shall be compacted according to these specifications.

E. **Backfill Placement:** Backfill placement shall closely follow erection of each course of panels. Backfill shall be placed to avoid any damage or disturbance of the wall materials or misalignment of the facing panels or reinforcing element. All wall materials that are damaged during fabrication or construction shall be removed and replaced at the contractor's expense. Any misalignment or distortion of the wall facing panels due to placement of backfill outside the limits of this specification shall be corrected by and at the expense of the contractor. At each reinforcement level, the backfill shall be placed to the level of the connection. Backfill placement methods near the facing shall ensure that no voids exist, especially beneath the reinforcing elements.

Compaction of the granular backfill shall consist of at least 4 passes with a heavy vibratory roller. If adequate compaction is not achieved using the selected roller, the size of the roller shall be increased as directed by the Engineer.

The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer. Water shall be applied at minimum rate of 0.25 gal/ft^2 of surface area per lift. The Contractor shall increase this rate, when ordered by the Engineer, to ensure each lift is fully saturated.

The maximum lift thickness prior to compaction shall not exceed 12 inches. The contractor shall decrease this thickness, when ordered by the Engineer, to obtain the required density.

Compaction within three feet of the back face of the wall shall be achieved by at least three passes of a lightweight mechanical tamper, roller, or vibratory system.

At the end of each day's operation, the contractor shall slope the last level of the backfill away from the wall facing to rapidly direct runoff away from the wall face. The contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

The embankment immediately behind the wall reinforcement shall be brought up evenly with the MSE (Large Panel) wall backfill, or benched in accordance with Section 120.3.B.1 of the Specifications.

Granular backfill shall not be constructed on frozen ground and frozen material shall not be used in the construction of the MSE Large Panel Wall backfill. The use of ground heaters, blankets, warmers, or other apparatuses may be used at the approval of the Engineer.

Wall construction may be able to be performed as long as the backfill materials, including the granular material and the soil behind it, are not frozen and water can be added as per the plans and direction of the Engineer. The granular material must be wet at the time of compaction. These conditions are weather dependent. The addition of water to the granular material must not create a buildup of ice within the wall and this fill must remain to be free draining. Construction will stop if the addition of water is observed to not be free draining (i.e. the observation of an ice buildup within the wall or foundation materials).

If the construction is stopped for any extended period of time, more than one week, the granular backfill will be protected from contamination of soil runoff with drainage fabric. This method of protection and the removal of any contamination that occurs will be performed by the Contractor at no expense to the State.

IV. METHOD OF MEASUREMENT

Plan shown quantities are for bidding purposes only. Construction plans quantities will be the measurement for payment. Field measurements will not be made, unless the Department determines that conditions warrant such measurement.

A. **Structure Excavation, Retaining Wall** will be measured to the nearest cubic yard.

B. **Foundation Preparation (Footing Undercut)** will be measured to the nearest cubic yard.

C. **Granular Backfill for MSE Large Panel Wall** will be measured to the nearest cubic yard.

D. **MSE Large Panel Wall, Furnish and MSE Large Panel Wall, Install** will be measured to nearest square foot. The area of retaining wall to be used for payment shall be the area bounded by the top of coping, bottom of wall elevations and the beginning and end wall limits as shown on the construction plans.

V. BASIS OF PAYMENT

A. **Structure Excavation, Retaining Wall,** will be paid for at the contract unit price per cubic yard. Payment will be full compensation for equipment, labor, tools, and incidentals required to complete the work.

B. **Foundation Preparation (Footing Undercut)** will be paid for at the contract unit price per cubic yard. Payment will be full compensation for equipment,

labor, tools, and incidentals required for the excavation/undercutting and use or disposal of the excavated material and for furnishing, placing, watering, and compacting backfill material. Backfill material shall conform to the specifications for aggregate base course in Section 882 of the Specifications.

C. **Granular Backfill for MSE Large Panel Wall** will be paid for at the contract unit price per cubic yard. Payment will be full compensation for equipment, labor, materials, and all other items incidental to scarifying, reshaping and recompacting the area to be backfilled, and placing, watering, and compacting the granular material to the limits shown on the construction plans.

D. **MSE Large Panel Wall, Furnish**, will be paid for at the contract unit price per square foot. Payment will be full compensation for the cost of all wall panels, coping, reinforcing strips, hardware and all incidentals.

E. **MSE Large Panel Wall, Install,** will be paid for at the contract unit price per square foot. Payment will be full compensation for equipment, labor, materials, and incidentals required to furnish and install the leveling pad, install the wall, furnish and install the underdrain system and drainage fabric as detailed on the construction plans.

The acceptable large panel wall suppliers are listed on the approved products list on the DOT's website.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
STAINLESS REINFORCING STEEL

PROJECT IM 0901(162)14 & P 014A(11)8, PCN 020U & 0217
LAWRENCE COUNTY

SEPTEMBER 2, 2015

The following requirements will apply to work on Str. No. 41-116-088.

I. DESCRIPTION

This structure requires the use of stainless steel deformed reinforcing bars for some parts of the structure, as shown on the plans. Stainless steel reinforcing bars will conform to Section 480 with the following exceptions and additions.

II. MATERIALS

Provide Duplex 2205 (UNS S31803) or 2304 (UNS S32304), Grade 60, deformed stainless steel reinforcing bars conforming to the requirements of ASTM A 955 "Standard Specifications for Deformed and Plain Stainless Steel Bars for Concrete Reinforcement." Stainless steel reinforcing bars will be free of mill scale. Certified Mill Test Reports and a Certificate of Compliance are required.

A. Verification Test Specimens: Provide three additional straight bars for each size and/or heat combination, at the job site, for verification testing by the Department's Central Materials Laboratory. Each straight bar will be two feet long.

B. Basis of Acceptance: Stainless steel reinforcing bars will be accepted based on the following.

1. Receipt and approval of three copies of the Certified Mill Test Report, including corrosion test results, as per ASTM A955.

2. Receipt of a Certificate of Compliance that indicates the stainless steel reinforcing bars comply with the provisions of ASTM A955 and these specifications, including corrosion resistance.

3. Satisfactory results of verification tests performed by the Department on the samples provided for testing.

4. Visual inspection at the job site for conformance with dimensional and other requirements, including proper tagging and marking.

III. CONSTRUCTION REQUIREMENTS

A. Bar Supports: Bar supports will be Class 1A-Maximum Protection Plastic-Protected Wire Bar Supports for use with epoxy coated reinforcing bars or 316 stainless steel. Bar supports with damaged coating will not be used.

B. Tie Wires: Tie wires will be 316L stainless, 16.5 gauge or heavier. Automatic tying equipment will not be allowed.

C. Handling: Stainless steel rebar will be shipped, handled, and placed such that carbon steel does not come in contact with the stainless steel rebar. Padding will be used to separate carbon steel bundling bands, or lifting devices, from the rebar. Wire rope will not be used in lifting or handling the reinforcing. Use wooden spacers to separate bundles of stainless steel rebar from other types of rebar.

D. Storage: Cover stainless steel rebar with tarps during outdoor storage. Use wooden supports to store stainless steel rebar off the ground or shop floor.

IV. METHOD OF MEASUREMENT

Stainless reinforcing steel will be measured according to Section 480.

V. BASIS OF PAYMENT

Stainless reinforcing steel will be paid at the contract unit price per pound according to Section 480.

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THE FOLLOWING UTILITY COMPANIES ARE INVOLVED ON

PROJECT IM 0901(162)14, Lawrence County, PCN 020U

The contractor shall contact the following utilities in a sufficient amount of time prior to starting work. The companies will identify their facilities and it is the responsibility of the contractor and the company to coordinate
their work to avoid damage to existing facilities and to allow for relocation of facilities as may be required for
grading work:

The following utilities were determined to be involved and were formally notified on October 11, 2013, that if their facility is located within the existing public right-of-way, any adjustment of their facility would have to be accomplished at no cost to the State, **within 90 days from receipt of the notice, unless other arrangements are made with the Area Engineer.**

(1) Black Hills Power
1251 Otter Road
Sturgis SD 57785
CONTACT: LUKE ROSS, TELE. #605-515-4640 O or KEN MEIROSE, TELE. #605-390-6731
The company has both OH and UG facilities within the project limits. The company will raise the OH power line crossing Detour Ramp A at 3+30 (Detour Ramp A stationing) prior to the construction of the detour. The contractor shall contact the company 30 days prior to working in this area.

(2) Butte Electric Coop
109 Dartmouth Ave
Newell SD 57760
CONTACT: BRETT FOSHEIM, TELE. #605-456-2494
The company has UG power facilities within the project limits. The contractor shall contact the company 2 days prior to any request for disconnecting existing street lights and traffic signals.

(3) Century Link
612 Mt Rushmore Road
Rapid City SD 57701
CONTACT: KEITH NELSON, TELE. #605-394-4720
The company has both copper and fiber cables within the project limits that will be adjusted or relocated prior to construction.

(4) Vast Broadband
809 Deadwood Ave
Rapid City SD 57709
CONTACT: GENNY WILLIAMS, TELE. #605-431-9378
The company has both OH and UG facilities that will be adjusted, relocated or abandoned prior to construction. The company will also be raising the OH fiber cable in coordination with BHP at the Detour Ramp A crossing (3+30 Detour Ramp A stationing). The contractor shall contact the company 30 days prior to working in this area.

(5) South Dakota Network
1089 Rand Road
Rapid City SD 57702
CONTACT: PAUL LOWE, TELE. #605-390-3502
The Company has fiber cable within the project limits that will be adjusted or relocated prior to or during construction.

(6) MidContinent Communications
1624 Concourse Court
Rapid City SD 57703
CONTACT: TERRY HOFER, TELE. #605-791-7123
The company has both OH and UG facilities within the project limits. The Ramp A detour is in close proximity to the company's above ground equipment (pedestals, etc.) at 2+00 Rt. (Ramp A Detour stationing). Upon completing the construction of the Ramp A Detour, the company will inspect and inform the engineer if any additional protection from vehicles is needed.

(7) Montana Dakota Utilities
505 Heritage Drive
Spearfish SD 57783
CONTACT: EVAN WOOLSTON, TELE. #605-639-5970
The company will make any adjustments to their natural gas pipeline, if needed, during construction.

(8) City of Spearfish
625 N 5th Street
Spearfish SD 57783
CONTACT: KYLE MATHIS, TELE. #605-717-1129
The Contractor will be adjusting and replacing portions of City water and sanitary sewer facilities under Project Number 2016-02 – PCN X03K.

The requirements relating to Cooperation Between Contractors, as set forth in Section 5.7 of the Standards Specifications for Roads and Bridges, 2015 edition, shall prevail throughout the limits of this project.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CONTRACTOR ADMINISTERED PRECONSTRUCTION MEETING

APRIL 18, 2013

I. DESCRIPTION

This work consists of the Contractor scheduling and conducting a preconstruction meeting prior to beginning work on this contract. Additionally this work consists of the Contractor providing the Area Engineer a completed list of required submittals.

II. MATERIALS (Not Specified)

III. CONSTRUCTION REQUIREMENTS

For the purposes of this special provision, a business day is any calendar day except Saturdays, holidays, and days designated by the Governor of this State as an administrative leave day for state employees.

The Department will provide the Contractor a list of required submittals and the Authorization Form for Preconstruction Meeting (Form DOT-270) within five (5) business days of the date of the Notice to Proceed.

The Contractor's Required Submittals Form (Form DOT-272) is a document outlining information required prior to the completion of the project. This list will include two types of submittals; 1) information required before scheduling a preconstruction meeting and 2) information required before the Contractor begins related work. The Department reserves the right to request additional information not included in the original list of required submittals. The list of required submittals will include, but is not limited to, proposed sequence changes, shop drawings, permits, certifications, mix designs, labor compliance, equal employment opportunity, and disadvantaged business enterprise documents.

Prior to scheduling the preconstruction meeting, the Contractor will complete and provide the Area Engineer all items on the list of required submittals that are required as described in 1) above. If the Contractor cannot complete and provide a submittal item required prior to scheduling the preconstruction meeting, the Contractor will contact the Area Engineer to establish a mutually agreed upon

date when the required submittal will be completed and provided to the Area office.

The Contractor will not begin work on an item until the Contractor has provided the Area Engineer with all required information for the applicable work item and the appropriate office has approved the information, if necessary. The Contractor will make every reasonable effort to deliver the required submittals at the earliest possible time.

The Contractor's authorized representative as indicated on the Signature Authorization Form (Form DOT-209) will complete, in its entirety, the first page of the Authorization Form for Preconstruction Meeting and will initial each proceeding section. By initialing each section, the Contractor is confirming comprehension of each section.

When the Contractor has provided the Area Engineer all required submittals, unless the Contractor and Department have established an agreement in writing providing future dates of outstanding required submittal items, the Contractor will schedule a preconstruction meeting with the Area Engineer.

Within two (2) business days following the Contractor scheduling the preconstruction meeting, the Area Engineer will prepare and send the Contractor a meeting confirmation and the Preconstruction Meeting Outline (Form DOT-271) of discussion items including specific Department items.

The Contractor will complete the Contractor's portion of the Preconstruction Meeting Outline and will add additional discussion items as needed. The Contractor will send the meeting notice and final Preconstruction Meeting Outline to the Area Engineer, all subcontractors, utility companies, and all suppliers at least five (5) business days prior to the preconstruction meeting.

The Area Engineer will send the notice of the meeting and the final Preconstruction Meeting Outline of discussion items to any other government entities and other principle stakeholders involved in the project at least three (3) business days prior to the preconstruction meeting.

At the discretion of the Area Engineer, the preconstruction meeting may be held in person, videoconference, or over the phone. The Contractor's competent superintendent, as required by Section 5.5, who will be working on this project, is required to attend the preconstruction meeting.

The Contractor will lead the meeting discussion as described in the Preconstruction Meeting Outline. The Area Engineer will prepare the meeting minutes including any unresolved items and distribute them to all attendees and principle stakeholders within five (5) business days following the preconstruction meeting.

IV. METHOD OF MEASUREMENT

The Department will not make a separate measurement for the preconstruction meeting.

V. BASIS OF PAYMENT

The Department will not make a separate payment for the preconstruction meeting. All costs associated with the preconstruction meeting will be incidental to other contract items.

* * * * *

FUEL ADJUSTMENT AFFIDAVIT

Project Number _____
PCN _____
County _____

For project let using the SDEBS) and in accordance with Section 9.12, the bidder is not required to notify the Department at the time of submitting bids whether the Contractor will or will not participate in the fuel cost adjustment program. Prior to execution of the contract, the successful bidder must submit this completed form to the Department for approval. The Fuel Adjustment Affidavit shall include the anticipated fuel cost of subcontractors.

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

☐ Yes ☐ No

If yes, provide the total dollars for each of the applicable fuels. No adjustments in fuel price will be made for the fuel types that are left blank or completed with a $0.00 value.

Diesel (x) $_____

Unleaded (y) $_____

Burner Fuel (z) $_____ Type of Burner Fuel Used: _____

Sum (x + y + z) = $_____

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

The following must be completed regardless of whether the Contractor elects to participate in the fuel adjustment affidavit

Under the penalty of law for perjury or falsification, the undersigned, _____,
(Printed Name)

_____ of _____,
(Title) *(Contractor)*

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

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

Dated _____ Signature _____

Notarization is required only when the Contractor elects to participate in the fuel adjustment affidavit

Subscribed and sworn before me this _____ day of _____ , 20___.

_____ _____
Notary Public *My Commission Expires*

STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
TITLE VI AND NONDISCRIMINATION ASSURANCE
JULY 14, 2008

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 shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended (hereinafter referred to as the "Regulations"), incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, national origin, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, national original, sex, age or disability.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the South Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the South Dakota Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the South Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the South Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event of a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the South Dakota Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter such litigation to protect the interests of the United States.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
DISADVANTAGED BUSINESS ENTERPRISE

MAY 20, 2015

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

I. Definitions

A. Specified Goal: A DBE participation goal for a contract as indicated by a specific numerical percentage of the total dollar amount of the contract in the bidding documents.

B. Not Specified: No specific DBE participation goal is specified for a contract.

C. Disadvantaged Business Enterprise (DBE): A for-profit small business that is certified by the Department and is listed in the DBE Directory available on the Department's web site.

D. Good Faith Effort (GFE): Efforts to achieve a DBE goal which; by their scope, intensity, and appropriateness to the objective; can reasonably be expected to meet the objective of the Department's DBE program pursuant to 49 CFR 26.1.

E. Positive Contact: Communication between the bidder and the DBE in which the bidder receives an oral or written response from the DBE stating the DBE's intention to quote or not quote a project.

F. Commitment: The dollar amount of work to be subcontracted to DBEs, according to the bidder's bid. The commitment may be compared to the dollar amount of all contract items in the bidder's bid and expressed as a percentage of the total bid amount.

II. Bidding Requirements

A bidder must not discriminate on the basis of race, color, national origin, or sex in the solicitation or award to subcontractors and material suppliers. Bidders who demonstrate a pattern of possible discrimination through consistent and repeated under-utilization of DBEs may be subject to investigation and sanctions allowed by regulation, administrative rule, or law.

The Bidder's failure to carry out the requirements of this special provision will be treated as a non-responsive bid.

On contracts that specify a specific DBE contract participation goal, all bidders must include their DBE commitment for the contract in the bidding files provided by the Department.

If the contract indicates "Not Specified," all bidders are encouraged to include their anticipated DBE utilization for the contract in the bidding files provided by the Department.

Each bidder must submit a list of all subcontractors and suppliers (DBEs and non-DBEs) the bidder received quotes from for that contract with the bid files.

A Contractor must make reasonable efforts to provide opportunities for DBEs to participate on Federal-aid contracts throughout the life of the contract.

On contracts let with a specified DBE contract participation goal, where the low bidder has not met or exceeded that goal, the bidder must provide GFE documentation as indicated in Section III of this special provision.

When the DBE participation is "Not Specified" on a contract, each bidder is encouraged to use DBE Contractors; however no bidder will be required to furnish GFE documentation.

The apparent low bidder must submit GFE documentation, when requested by the Department, within 2 business days from the date the apparent low bidder is contacted by the Department. Section III of this special provision provides information on the types of action bidders should make as part of their GFE to obtain DBE participation. The apparent low bidder may submit documentation with the bidding files provided all pertinent information is included. The apparent low bidder must submit any missing documentation within 2 business days from the date the Department contacts the low bidder.

If the apparent low bidder does not provide documentation showing GFE as required by this special provision, the Department will consider that bid nonresponsive and may either award the contract to the next lowest responsible bidder with a responsive bid, or reject all bids. Subsequent to the DBE

committee's decision that the apparent low bidder's efforts do not establish GFE, the apparent low bidder will be notified that the bid is not responsive. The apparent low bidder will have 2 business days from the date of notification to contact the Bid Letting Engineer to arrange a meeting with the Department Secretary, or the Secretary's designee, to present documentation and argument about why the bid should not be rejected. The Department Secretary or the Secretary's designee will issue a written decision on responsiveness of the bid within 2 business days after the meeting.

If the apparent low bid is rejected for failure to meet the GFE or other requirements, the next apparent low bidder will be notified, unless all bids are rejected. The next apparent low bidder's DBE commitment will also be reviewed, and GFE documentation may be requested. Unless all bids are rejected, award of the contract will be made to the lowest bidder with a responsive bid.

The lowest responsive bidder will be required to complete form DOT-289B, as included in the contract documents, when the contract is sent for signature. This form requires a signature from each DBE identified in the low bidder's DBE commitment. A separate form will be supplied for each DBE and will be included in the contract documents.

Bidders are encouraged to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, materials, or other related services.

III. Good Faith Efforts

If a GFE package is requested on a contract with a specified goal, the apparent low bidder must submit documentation showing compliance with the following requirements:

A. The apparent low bidder will submit a contact log of all solicitation efforts including:

- Name of the DBE firm
- Name and phone number of the individual with whom contact was made
- Date, time, and manner of each and every contact (by phone, in person, fax, mail, e-mail, etc.)
- The DBE's response to the solicitation
- Result of the solicitation effort

An example of a solicitation log is available on the Department's Bid Letting website. When bidding utilizing the South Dakota Department of Transportation Electronic Bid System (SDEBS), SDEBS may be used to document the log of solicitation efforts for the project.

B. The apparent low bidder will also submit documentation that shows GFE in relation to the following requirements:

1. The bidder must select contract work items to encourage DBE participation. This includes breaking out contract work items into economically feasible units to facilitate DBE participation, even when the bidder might otherwise prefer to perform these work items with its own forces.

2. The bidder must solicit all certified DBEs that are listed in the appropriate work classifications in the DBE directory and that have indicated in the directory they are willing to work in the project's geographic area. Without exception, all DBEs who are listed on the plan holders list by 10 AM central time 7 calendar days prior to the bid letting must be solicited in accordance with Section III.B.3 of this special provision. If the bidder has not solicited any DBE meeting these requirements, the bidder will provide a detailed written explanation showing why the DBE was not solicited.

3. To provide adequate time for the DBE to respond with a quote in the normal course of business, the bidder must make the initial solicitation at least 6 calendar days by mail or 5 calendar days by phone, fax, or e-mail prior to the letting date. Without exception, all DBEs who are listed on the plan holders list by 10 AM central time 7 calendar days prior to the bid letting must be solicited.

4. If the bidder does not receive a positive contact from a DBE, the bidder must follow up the initial solicitation with a second solicitation by phone, fax, or e-mail to determine whether the DBE is interested in quoting. The bidder must make this second solicitation at least 2 business days prior to the letting.

5. The bidder will provide interested DBEs with adequate and timely information about plans, specifications, and requirements of the contract to assist DBEs in responding to a solicitation.

6. If a bidder rejects a DBE quote because of previous problems with a particular DBE, the bidder must prepare a detailed written explanation of the problem. Additional cost involved in finding and using DBEs is not, in itself, sufficient reason for a bidder to reject a quote. A bidder must not reject a DBE as being unqualified without sound reasons based on a thorough investigation of the DBE's capabilities.

7. Any additional information requested by the Department.

C. The bidder must consider qualified DBEs whose quotes are reasonably competitive. If the bidder rejects any quote because it is considered not to be

"reasonably competitive," the bidder must provide copies of all DBE and non-DBE quotes, and a work item price spreadsheet comparing DBE quotes to non-DBE quotes. The spreadsheet must show which quote was included in the bid for the work items being compared. The ability or desire of a bidder to perform the work with its own forces does not relieve the bidder of the responsibility to make GFE. In the event a bidder elects to use its own forces over a DBE, the bidder must include, on the spreadsheet, documentation of the costs of using the bidder's own forces. This can be shown in a number of ways, which may include submitting portions of the bidder's work sheets used to prepare the bid.

D. The bidder must explain why the specified goal could not be met.

E. The bidder must identify any additional efforts the bidder made to secure DBE participation.

IV. Counting DBE Participation

On projects with a specified goal, the contract commitment, as submitted with the bid, will be documented on form DOT-289R/C as included in the contract documents.

If the project is shown as "Not Specified," the anticipated DBE utilization, as submitted with the bid, will be documented on form DOT-289 R/N – DBE Utilization Form, as included in the contract documents. The DBE utilization shown on this form is not a commitment to use the DBE. This information will be used by the Department to track anticipated DBE usage.

Only the portion of a contract performed by the DBE's own forces will count toward DBE participation. Included is the cost of supplies and materials obtained by the DBE for the contract, including supplies purchased or equipment leased by the DBE. Supplies and equipment the DBE subcontractor purchased or leased from the Contractor or its affiliate is not allowed to be included.

When a DBE performs as a participant in an approved joint venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces will count toward DBE participation.

A bidder may count toward its DBE participation only that percentage of expenditures to DBEs that perform a commercially useful function (CUF) in the performance of a contract. A DBE performs a CUF when the DBE is responsible for execution of the work of a contract and is carrying out the DBE's responsibilities by actually performing, managing and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating prices, determining

quality and quantity, ordering and installing (where applicable) the materials, and paying for the material itself. To determine whether a DBE is performing a CUF, the Department will evaluate the amount of work subcontracted, the industry practice, and whether the amount the DBE is to be paid is commensurate with the work it is actually performing, DBE credit claimed for performance of the work, and other relevant factors.

A DBE is not performing a CUF if the DBE performs less than 30% of the total cost of its contract with its own work force, or if its role is limited to that of an extra participant in a transaction, project, or contract through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is simply an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

DBE participation will be counted for trucking services as follows:

The bidder/Contractor will receive credit toward DBE participation for the total value of the transportation services the DBE provides on the contract using trucks the DBE owns, insures, and operates and which are driven by drivers the DBE employs.

A DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. When a DBE leases trucks from another DBE, the bidder/Contractor can count the total value of the transportation services the lessee DBE provides on the contract toward DBE participation.

The DBE may also lease trucks from a non-DBE firm, including an owner-operator. When a DBE leases trucks from a non-DBE, the bidder/Contractor can count toward DBE participation only the fee or commission the DBE receives as a result of the lease arrangement. The bidder/Contractor does not receive credit toward DBE participation for the total value of the transportation services, since all services are not provided by a DBE.

The bidder may count toward DBE participation expenditures to DBE firms for materials, supplies, or services as follows:

If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE participation. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of general character described by the specifications.

If the materials or supplies are purchased from a DBE regular dealer, count 60% of the cost of the materials or supplies toward DBE participation. A regular dealer is a firm that owns, operates, or maintains a store, warehouse

or other establishment in which the materials, supplies, articles, or equipment are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

If the materials or supplies are purchased from a DBE which is neither a manufacturer nor a regular dealer, count only the amount of fee or commission charged for assistance in the procurement of the materials or supplies or fee or transportation charges for the delivery of materials or supplies required at the job site toward DBE participation. In order to be counted, the Department must determine the fee to be reasonable and not excessive as compared to fees customarily allowed for similar services. The cost of the materials and supplies themselves will not count toward DBE goals.

The Department will not count toward DBE participation materials or services provided by a DBE who is not currently certified.

No intended or actual subcontracting arrangement which is contrived to artificially inflate DBE participation is allowed. This includes, but is not limited to, DBE middlemen which serve no commercially useful function, or arrangements where a DBE is acting essentially as a broker of goods or services, but has been counted as a manufacturer, regular dealer, or subcontractor.

The Department will review and monitor projects for compliance with the bidder's intended DBE participation. Failure by the Contractor to fulfill the contract commitment constitutes a breach of contract. The Department may also investigate the form and substance of particular business arrangements between and among DBE and Contractors with regard to specific contracts. If, as a result of an investigation, the Department determines a particular business arrangement is not allowable, the dollar amount of the unallowable DBE participation will be subtracted from the Contractor's DBE participation on that project. The Contractor will be notified if the apparent DBE participation is not adequate to meet the DBE participation stated on the form DOT-289R/C. The Contractor will be directed to seek additional participation from other DBEs to meet the unallowable portion on that contract.

All Contractors and DBEs shall cooperate fully and promptly with the Department in compliance reviews, investigations, and other requests for information. If the Department determines a Contractor was a knowing and willing participant in an unallowable business arrangement, or in the event of repeated violations, falsification, or misrepresentation, the Department will impose sanctions. Sanctions may include, but are not limited to one or more of the following:

- Assessment of liquidated damages as stated in Section VII of this special provision
- Suspension of bidding privileges or debarment

- Withholding progress payments
- Securing additional DBE participation on future Federal-aid contracts sufficient to make up for the DBE participation found to be unallowable
- Referral of the matter for criminal prosecution

V. Joint Checks to DBEs

A joint check is a check issued by a prime Contractor to a DBE subcontractor and to a material supplier or another third party for items or services to be incorporated into a project. For a prime Contractor to receive DBE credit, the DBE must perform a commercially useful function and be responsible for negotiating price, determining quality and quantity, ordering materials and installing (where applicable) and paying for materials.

To ensure that the DBE is independent of the prime Contractor and in compliance with the regulation, use of joint checks will be reviewed and allowed only under following conditions:

- Issued for valid reasons only, not simply for the convenience of the prime Contractor
- Used for a specific contract or specific time frame and not long-term or open ended
- Payment is made to the DBE and not directly to the supplier
- Requested and received prior written approval from the DBE Compliance Officer.

The request must include the following:

- Name of the DBE
- The DOT contract number(s)
- The DOT PCN number(s)
- The work the DBE will be performing on each contract
- Name of the supplier(s) used by the DBE
- The specific reason(s) for issuing joint checks

The Department will review the request and verify the circumstances indicated in the request with the DBE. A copy of the request and approval will be provided to the prime Contractor and the DBE.

VI. Certification of DBE Performance and Payments

Within 30 calendar days of the date of the Acceptance of Field Work the Contractor is required to submit form DOT-289 (Certification of DBE Performance and Payments), listing all DBEs that participated in the contract, and the total dollar amount paid (and anticipated to be paid) to each. DBE attainments are compared to commitments on form DOT-289R/C and any payments less than

90% of that commitment, without proper justification and documentation, will have liquidated damages assessed against the contract. The Contractor's final payment is not released until receipt of the form DOT-289.

Contractors are required to maintain a running tally of payments to DBEs. For reports of payments not being made in accordance with the prompt payment provision, alleged discrimination against a DBE or other similar complaint, the tally may be requested for review by the Department. The Department may perform audits of contract payments to DBEs to ensure that the amounts paid were as reported on the form DOT-289. All Contractors participating in Federal-aid contracts are expected cooperate fully and promptly with the Department in compliance reviews, investigations and other requests for information regarding payments to DBEs. Their failure to do so is grounds for appropriate sanctions or action against the Contractor.

The Department will monitor the running tally on a program basis and if reporting issues are identified, additional reporting requirements may be implemented.

The Contractor is required to report payments to DBEs twice a year from the date of the Notice to Proceed until the date of the Acceptance of Field Work. Reporting periods and deadlines for payment reporting submittals will be in accordance with the following:

Reporting Period:	**Reporting Deadline:**
October 1 to March 31	April 30
April 1 to September 30	October 31

For each reporting period, the Contractor is required to submit form DOT-289 listing all DBEs that participated in the contract, the payments to DBEs for that reporting period, and the total dollar amount paid to each DBE. For each reporting period after the Notice to Proceed, the Contractor will mark the form DOT-289 as "On-Going" when reporting payments to DBEs prior to the Date of the Acceptance of Field Work. Within 30 calendar days of the date of the Acceptance of Field Work and all DBE payments have been made, the Contractor is required to submit form DOT-289 and the Contractor will mark the form DOT-289 as "Final".

Each form DOT-289 must be provided to the Engineer by the reporting deadline stated above.

DBE payment are compared to commitment on form DOT-289R/C and any payment less than 90% of that commitment, without proper justification and documentation, will result in the Department assessing liquidated damages against the contract. The Contractor's final payment will not be released until receipt of the form DOT-289 marked "Final".

VII. Liquidated Damages

A. If the Contractor does not meet its contract commitment documented on form DOT-289 R/C, the Department will assess liquidated damages according to the following schedule:

1. For the first $1,000 DBE deficiency, 100% of the deficiency.

2. For the next $9,000 DBE deficiency, 50% of the deficiency.

3. For the next $10,000 DBE deficiency, 25% of the deficiency.

4. For any remaining DBE deficiency in excess of $20,000, 10% of the deficiency.

This liquidated damage provision will not be applicable where actual payment to a DBE is within 90% of the commitment or where there are good and sufficient reasons, properly documented, for the deficiency such as quantity under-runs, project changes, or other unexpected occurrences.

B. If a Contractor finds it impossible, for reasons beyond its control, to meet the contract commitment on form DOT-289R/C, the Contractor may, at any time prior to completion of the project, provide a written request to the DBE Compliance Officer for a complete or partial waiver of liquidated damages. No request for a waiver will be accepted after Acceptance of Field Work has been issued.

VIII. Termination or Substitution of a DBE

The Contractor will not be allowed to terminate or substitute a DBE without the Department's prior verbal consent followed by written approval. This includes, but is not limited to, instances in where the Contractor desires to perform work originally committed to a DBE with its own forces, with an affiliated company, with a non-DBE, or with another DBE. Department approval is required when the contract contains a "specified goal" on form DOT-289R/C and the DBE to be terminated or substituted is listed as a commitment on the form DOT-289R/C.

The Department will provide written consent only if the Department agrees the Contractor has good cause to terminate the DBE listed on the form DOT-289R/C. Good cause includes the following:

- The DBE fails or refuses to execute a written contract
- The DBE fails or refuses to perform the work of the DBE subcontract in a manner consistent with normal industry standards or Department specifications unless the failure or refusal by the DBE is a result of unfair or discriminatory actions by the Contractor

- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
- The DBE in ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The Department has determined that the DBE is not a responsible Contractor
- The DBE voluntarily withdraws from the project and provided the Department with a written notice of withdrawal
- The DBE is found to be ineligible to receive DBE credit for the type of work required
- A DBE owner dies or becomes disabled with the result that the DBE is unable to complete its work on the contract
- Other documented good cause that the Department determines to substantiate the termination of the DBE.

Good cause does not exist if the Contractor seeks to terminate a DBE so the Contractor can self-perform the work for which the DBE was committed, or so the Contractor can substitute another DBE or non-DBE Contractor after the contract award.

Before submitting a request to terminate or substitute a DBE to the Department, the Contractor must first provide written notice to the DBE, with a copy of the notice to the DBE Compliance Officer, of the Contractor's intent to request to terminate or substitute, and the reason for the request.

The Contractor must give the DBE 5 calendar days to respond to the notice and advise the Department and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Department should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g. safety), the Department may provide a response period shorter than 5 calendar days.

When a DBE is terminated or fails to complete its work on the contract for any reason, the Contractor must make good faith efforts to replace the committed DBE with another DBE. The Contractor must make efforts to find another DBE to perform the same amount of work under the contract as the DBE that was terminated. The letter to the Department requesting termination or substitution must include the name of the DBE and dollar amount of the replacement DBE. If the Contractor is unable to find another DBE, the Contractor must provide the names of the DBEs it contacted and reason why they were unable to use those DBEs.

If the Contractor does not utilize or pay DBEs as required, liquidated damages will be assessed as specified in Section VII of this special provision. In addition, if

the Contractor is found to have knowingly and willingly attempted to circumvent the DBE contract provisions, sanctions referred to in Section IV of this special provision may be imposed.

The Contractor does not need Department approval to terminate or substitute a DBE under the following circumstances:

- The DBE is being used on a contact with a “Specified Goal” however the DBE was not listed as a DBE commitment on form DOT-289R/C.
- The DBE was listed as a commitment on a “Not Specified” DBE goal contract on form DOT-289R/N.

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SPECIAL PROVISION FOR
EEO AFFIRMATIVE ACTION REQUIREMENTS ON
FEDERAL AND FEDERAL-AID CONSTRUCTION CONTRACTS

SEPTEMBER 1, 1997

APPENDIX A

Notice or Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION FOR EACH TRADE

Aurora	0.8%	Fall River	7.9%	Marshall	1.3%
Beadle	0.8%	Faulk	1.3%	Meade	3.4%
Bennett	7.9%	Grant	1.3%	Mellette	7.9%
Bon Homme	1.2%	Gregory	0.8%	Miner	0.8%
Brookings	0.8%	Haakon	7.9%	Minnehaha	1.2%
Brown	1.3%	Hamlin	1.3%	Moody	0.8%
Brule	0.8%	Hand	0.8%	Pennington	3.4%
Buffalo	7.9%	Hanson	0.8%	Perkins	7.9%
Butte	7.9%	Harding	7.9%	Potter	7.9%
Campbell	7.9%	Hughes	7.9%	Roberts	1.3%
Charles Mix	0.8%	Hutchinson	0.8%	Sanborn	0.8%
Clark	1.3%	Hyde	7.9%	Shannon	7.9%
Clay	1.2%	Jackson	7.9%	Spink	1.3%
Codington	1.3%	Jerauld	0.8%	Stanley	7.9%
Corson	7.9%	Jones	7.9%	Sully	7.9%
Custer	7.9%	Kingsbury	0.8%	Todd	7.9%
Davison	0.8%	Lake	0.8%	Tripp	7.9%
Day	1.3%	Lawrence	7.9%	Turner	0.8%
Deuel	1.3%	Lincoln	0.8%	Union	1.2%
Dewey	7.9%	Lyman	7.9%	Walworth	7.9%
Douglas	0.8%	McCook	0.8%	Yankton	1.2%
Edmunds	1.3%	McPherson	1.3%	Ziebach	7.9%

GOALS FOR FEMALE PARTICIPATION IN EACH TRADE

Statewide - - - - - - - - - - 6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project

for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor when requesting permission to sublet shall provide written notification to the Department of Transportation as specified in Section 8.1 of the Standard Specifications for Roads and Bridges. When the subcontract is in excess of $10,000, the request for permission to sublet shall list the name, address and telephone number of subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The Department of Transportation will then provide written notification to the Director of the Office of Federal Contract Compliance Programs through proper channels.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is as shown by county designation on the Title Sheet of the plans.

APPENDIX B

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      (III) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (IV) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor of Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed

as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office, from Federal procurement contracting officers or from the South Dakota Department of Transportation. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its union have employment opportunities available, and maintain a record of the organization's responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or if referred, not employed by the Contractor, this shall be documented in the file with the reason thereof, along with whatever additional actions the Contractor may have taken.

    d. Provide immediate written notification to the Director when the union with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

    e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

    f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy

with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligation.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group, has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply,

however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

*** * * ***

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA 1273 (MAY 1, 2012)

APRIL 30, 2013

The following are amendments to the above contract provisions.

Section I.4.

Delete this section and replace with the following:

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a Federal-aid construction project unless it is labor performed by convicts who are on parole, supervised release, or probation.

Section IV.

Delete the first paragraph and replace with the following:

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway.

Section IV.3.b.(1)

Delete the first sentence and replace with the following:

The contractor and each related subcontractor must submit weekly, for each week in which any contract work is performed, a copy of a completed certified weekly payroll report to the South Dakota Department of Transportation (SDDOT) Labor Compliance Officer (LCO) within fourteen (14) calendar days of the end of the workweek. The address of the Labor Compliance Officer is: South Dakota Department of Transportation, Labor Compliance Program, 700 E. Broadway Avenue, Pierre, SD 57501-2586.

Section IV.3.b.(2)

Delete the first paragraph and replace with the following:

Each submitted certified weekly payroll report must set out accurately and completely all information required by the Instructions for SDDOT Statement of Compliance & Certified Payroll Report (located on the SDDOT Labor Compliance website). Each certified weekly payroll report must include the most recent SDDOT Statement of Compliance Form, signed by the Contractor or related subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract. The SDDOT will not accept any payroll report which does not include the most recent SDDOT Statement of Compliance Form. This SDDOT Statement of Compliance Form must certify the following:

Section IV.3.b.(3)

Delete this paragraph and replace with the following:

The weekly submission of a properly executed SDDOT Statement of Compliance Form shall satisfy the requirement for submission of the "Statement of Compliance Form" required by paragraph 3.b.(2) of this section.

Section IV.4.a

Delete the first sentence of the third paragraph and replace with the following:

Every apprentice must be paid the higher of the Common Laborer wage rate contained in the bid documents or the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

* * * * *

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) 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 performing 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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
CARGO PREFERENCE ACT

JANUARY 20, 2016

In accordance with the Cargo Preference Act of 1954 and 46 CFR 381.7 the following shall apply:

A. Agreement Clauses - Use of United States-flag vessels:

1. Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50% of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

2. Within 20 business days following the date of loading for shipments originating within the United States or within 30 business days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph A.1 of this special provision shall be furnished to both the Engineer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development. Maritime Administration, Washington, DC 20590.

B. Contractor and Subcontractor Clauses - Use of United States-flag vessels, the Contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 business days following the date of loading for shipments originating within the United States or within 30 business days following the date of loading for shipments originating outside the United States. a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph B.1 of this special provision to both the Department

(through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING
MINIMUM WAGE ON FEDERAL-AID PROJECTS

APRIL 30, 2013

This proposal contains a copy of the most recent United States Department of Labor (USDOL) Davis-Bacon Act Wage Decision.

The Contractor and each related subcontractor will pay their respective employees not less than the USDOL minimum wage for each work classification an employee actually performs at the site of the work.

The Contractor and each related subcontractor must submit weekly, for each week in which any contract work is performed, a copy of a completed certified weekly payroll report to the South Dakota Department of Transportation (SDDOT) Labor Compliance Officer (LCO) within fourteen (14) calendar days of the end of the workweek.

Each certified weekly payroll report must include the most recent SDDOT Statement of Compliance Form. The Department will not accept any payroll report which does not include the most recent SDDOT Statement of Compliance Form.

* * * * *

Wage and Hour Division
U.S. Department of Labor (DOL)
200 Constitution Avenue, N.W.
Washington, DC 20210

Davis-Bacon Act Wage Decisions
State: South Dakota
Construction Types: Heavy and Highway
Counties: South Dakota Statewide

Agency: U.S. DOL
Wage Decision Number: **SD150001 SD1**
Counties: SD Statewide
Wage Decision Date: **10/09/2015**

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

	Rates	Fringes
LABORERS		
GROUP GL1		
Air Tool Operator; Common Laborer; Landscape Worker; Flagger; Pilot Car Driver; Trucks under 26,000 GVW; Blue-top Checker; Materials Checker	15.74	0.00
GROUP GL2		
Mechanic Tender (Helper); Pipe Layer (except culvert); Form Builder Tender; Special Surface Finish Applicator; Striping	17.51	0.00
GROUP GL3		
Asphalt Plant Tender; Pile Driver Leadsman; Form Setter; Oiler/Greaser	18.95	0.00
GROUP GL5		
Carpenter; Form Builder	22.77	0.00
GROUP GL6		
Concrete Finisher; Painter; Grade Checker	21.41	0.00
POWER EQUIPMENT OPERATORS		
GROUP G01		
Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with attachments); Self Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer	16.85	0.00
GROUP G02		
Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self Propelled Roller (except Hot Mix); Sheepsfoot/50Ton Pneumatic Roller; Pneumatic Tired Tractor or Crawler (includes Water Wagon and Power Spray units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Saw	18.13	0.00
GROUP G03		
Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; Backhoes/ Excavators 20 tons or less; Crusher (may include internal screening plant); Front End Loader over 1.25 CY; Rough Motor Grader; Self Propelled Hot Mix Roller; Push Tractor; Euclid or Dumpster; Material Spreader; Rumble Strip Machine	19.89	0.00
GROUP G04		
Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels 30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrapers; Concrete Pump Truck	20.30	0.00
GROUP G05		
Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 Tons; Cranes/ Derricks/Draglines/Pile Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automatic Fine Grader; Milling Machine; Bridge Welder	22.75	0.00
TRUCK DRIVERS		
GROUP GT1		
Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with Trailer	16.57	0.00
GROUP GT2		
Semi-Tractor and Trailer; Tandem Truck with Pup	18.82	0.00
ELECTRICIANS		
GROUP E01		
Electrician	22.79	0.00

WELDERS – Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award, pursuant to 29 CFR 5.5(a)(1)(ii); contractors are responsible for requesting SDDOT to secure necessary additional work classifications and rates.

*Classifications listed under an "SU" identifier were derived from survey data and the published rate is the weighted average rate of all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates.

Survey wage rates are not updated and will remain in effect until a new survey is conducted.

A COPY OF THIS DOCUMENT, COLORED TURQUOISE, MUST BE CONSPICUOUSLY POSTED AT THE PROJECT SITE

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Davis-Bacon Act Wage Decisions
State: South Dakota
Construction Types: Heavy and Highway
Counties: South Dakota Statewide

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In the listing above, the "SU" identifier indicates the rates were derived from survey data. As these weighted average rates include all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of the survey on which these classifications and rates are based. The next number, 007 in this example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

For SDDOT Defined Work Classifications, please visit: http://www.sddot.com/business/contractors/labor/wcwr/Default.aspx

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
FOR
PRICE SCHEDULE FOR MISCELLANEOUS ITEMS

AUGUST 3, 2015

The following unit bid prices have been established by the South Dakota Department of Transportation Commission.

These prices will be pre-entered in the bidding package for each project or will establish a standard price to be used whenever no project contract unit price exists for that item.

Each unit price listed is considered full compensation for the cost of labor, material, and equipment to provide the item of work and/or material, complete in place, including (but not limited to) royalty, waste of unsuitable materials, equipment rental, overhead, profit, and incidentals.

Items specified in this document may be paid for on progressive estimates without the benefit of a prior approved Construction Change Order.

Specification Section Number	Specification Section Name	Item Name	Price per Item
5.8	Construction Stakes, Lines and Grades	Three-Man Survey Crew	$160.00/hour
7.7	Public Convenience and Safety	Water	$15.00/M.Gal
9.3	Payment for extra haul of Materials	Extra Haul	$0.15/ton mile
120.5 A.5.	Roadway and Drainage Exc. & Emb.	Unclassified Excavation Digouts	$8.00/cu.yd.
120.5 H.	Roadway and Drainage Exc. & Emb.	Extra Haul	$0.05/cu.yd. station
120.5 I.	Roadway and Drainage Exc. & Emb.	Water for Embankment	$15.00/M.Gal
421.5	Undercutting Pipe & Plate Pipe	Undercutting Culverts	$12.00/cu.yd.
510.5 D.	Timber, Prestressed, and Steel Piles	Timber Pile Splice	$550.00/each

		Steel Pile Splices (*All Weights)	Splice made after one of the pieces has been driven.
		8 HP*	$220.00/each
		10 HP*	$300.00/each
		12 HP*	$360.00/each
		14 HP*	$420.00/each
			Splice made before either of the pieces has been driven.
		8 HP*	$105.00/each
		10 HP*	$125.00/each
		12 HP*	$140.00/each
		14 HP*	$160.00/each
510.5 E	Timber, Prestressed, and Steel Piles	Pile Shoes (Timber Pile)	$110.00/each
510.5.H	Timber, Prestressed, and Steel Piles	Pile Tip Reinforcement (Steel Pile)	
		10” HP Tip Reinforced	$120.00/each
		12” HP Tip Reinforced	$140.00/each
		14” HP Tip Reinforced	$170.00/each
601.5	Haul Roads	Granular Material	$12.00/ton
601.5	Haul Roads	Asphalt Concrete (including asphalt)	$80.00/ton
601.5	Haul Roads	Cover Aggregate	$25.00/ton
601.5	Haul Roads	Asphalt for Prime	$700.00/ton
601.5	Haul Roads	Asphalt (Tack, Flush & Surface Treatment)	$450.00/ton
601.5	Haul Roads	Water	$15.00/M.Gal
601.5	Haul Roads	Dust Control Chlorides	$0.35/lb
634.5	Temporary Traffic Control	Flagging	$23.55/hour
634.5	Temporary Traffic Control	Pilot Car	$39.62/hour

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION
REGARDING
STORM WATER DISCHARGES
TO WATERS OF THE STATE

MAY 3, 2013

In compliance with the provisions of the South Dakota Water Pollution Control Act and the Administrative Rules of South Dakota (ARSD) Chapters 74:52:01 through 74:52:11, the State of South Dakota has been issued Permit No. SDR10#### "GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES". This permit authorizes the discharge of storm water in accordance with the conditions and requirements set forth in the permit.

The Contractor, by signing the CONTRACTOR CERTIFICATION FORM and submitting a bid or proposal, certifies the following:

> "I certify under penalty of law that I understand and will comply with the terms and conditions of the Surface Water Discharge General Permit for Storm Water Discharges Associated with Construction Activities for the project identified above."

A copy of the full version of the General Permit for Storm Water Discharges Associated with Construction Activities, dated 02/01/2010 must be posted on the job site. The General Permit for Storm Water Discharges Associated with Construction Activities is available for downloading and printing from the SD DENR website:

http://denr.sd.gov/des/sw/IPermits/ConstructionGeneralPermit2010.pdf

The Contractor may also obtain a printed copy of the permit from the SDDOT Project Development office or from the SDDOT Area Office assigned to this project.

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