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DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS,
PROPOSAL, SPECIAL PROVISIONS,
CONTRACT AND CONTRACT BOND
FOR**

**PCC OVERLAY, PCC SURFACING, CURB & GUTTER,
CROSSOVER, CUTOFF DRAIN, & EDGE DRAINS**

FEDERAL

PROJECT NO.

**NH 0050(108)385
(PCN 023U)**

SD HIGHWAY 50

IN YANKTON 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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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 November 2, 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):

FIELD WORK COMPLETION: **NOVEMBER 3, 2017**

CONSTRUCTION SCHEDULE / PROJECT MANAGEMENT:

The project category is: **Category III**

The project type is: **Surfacing**

The geographic zone is: **Zone 6**

THE DBE GOAL FOR THIS PROJECT IS: **NOT SPECIFIED**

WORK TYPE FOR THIS PROJECT IS: **Work Type 3**

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.

Contact information to schedule a preconstruction meeting prior to commencing with the work on this project.

Rod Gall
1306 W 31st St
Yankton, SD 57078-9662
Phone: 605/668-2929

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 of not less than \$10,000 and not more than \$100,000 for each such failure.

REV. 6/1/16

SPECIAL PROVISIONS

PROJECT NUMBER(S): NH 0050(108)385 PCN: 023U

TYPE OF WORK: PCC OVERLAY (183,000 SQYD), PCC SURFACING, CURB & GUTTER, CROSSOVER, CUTOFF DRAIN, & EDGE DRAINS

COUNTY: YANKTON

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.

Fred Binder is the official in charge of the Pierre Career Center for Yankton County.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Special Provision for Contract Time, dated 10/3/16.

Special Provision for Prosecution and Progress, dated 9/7/16.

Special Provision for Traffic Control Supervisor, dated 9/27/16.

Special Provision for Edge Drains, dated 9/28/16.

Special Provision for IRI PCC Pavement Smoothness, dated 8/16/16.

Special Provision for Micro-Milling Asphalt Concrete, dated 7/22/16.

Special Provision for Portland Cement Concrete Pavement Overlay (Thick), dated 9/27/16.

Special Provision for PI PCC Pavement Smoothness with 0.2" Blanking Band (PCCP Overlay), dated 9/27/16.

Special Provision for Contractor Furnished Mix Designs for PCC Pavement, dated 8/15/16.

Special Provision for Contractor Staking, dated 9/27/16.

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 3/1/16.
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 Supplemental Specifications to 2015 Standard Specifications for Roads and Bridges, dated 6/1/16.
Special Provision for Errata to 2015 Standard Specifications for Roads and Bridges, dated 6/1/16.
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 NH 0050(108)385; PCN 023U
YANKTON COUNTY**

OCTOBER 3, 2016

April 3, 2017 Work Restriction

The Contractor will not begin work on the project prior to April 3, 2017.

SD 50 & SD 50W Lane Closure Working Day Count Completion Requirement

The Contractor will complete all work that requires traffic to be maintained in a 2-lane 2-way configuration within 80 working days. The Department will begin to count working days when the Contractor places traffic in a 2-lane 2-way configuration. The Department will continue to count working days each working day traffic is maintained in a 2-lane 2-way configuration until the Contractor completes the work and restores traffic to a 4-lane configuration. The Department will count working days in accordance with Section 8.6 A.

The Department wants to accelerate the project by offering an incentive to the Contractor. The Department will make an incentive payment in the amount of \$4,500 per working day to the contract for each working day the Contractor completes the work prior to the required working day count completion requirement. The Department will make a disincentive assessment in the amount of \$4,500 per working day to the contract for each working day the work is not completed beyond the required working day count completion requirement. The Department will count working days in accordance with Section 8.6 A.

The maximum incentive for this portion of the project is limited to \$135,000. There is no maximum disincentive.

Substantial Completion

The Contractor will substantially complete the project by the October 14, 2017 substantial completion date.

The Department will consider the work substantially complete when all lanes are opened to unimpeded traffic and all work is completed except the following:

Permanent pavement markings, permanent signing, topsoil, seeding, mulching, and 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, permanent pavement markings, permanent signing, topsoil, seeding, mulching, and permanent erosion control measures). 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.

Field Work Completion

The Contractor will complete the project by the November 3, 2017 field work completion date.

Time Extensions

In order to avoid or reduce liquidated damage and disincentive assessments or to increase incentive payments, the Contractor may request a time extension for the working day count completion requirement, substantial completion requirement, and field work completion requirement. 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.

Failure to Complete on Time

The Contractor will substantially complete the project prior to the substantial completion requirement or the substantial completion requirement as amended by formally approved time extension. If the Contractor does not complete the work by the substantial completion requirement or the substantial completion requirement as amended by formally approved time extension, the Department will assess liquidated damages in accordance with Section 8.8. 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.

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 extension. 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 extension, the Department will assess liquidated damages in accordance with Section 8.8. 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 surfacing project in Zone 6.

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 working day count 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.

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ATTACHMENT 1

Figure A - Expected Adverse Weather Days for South Dakota

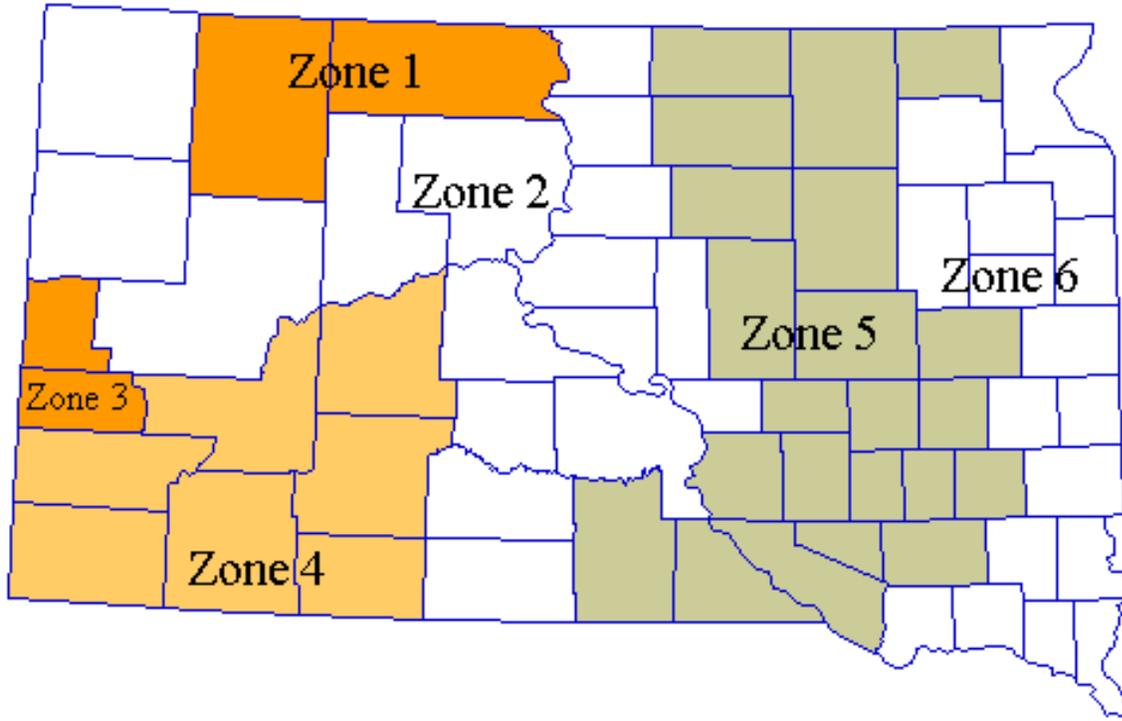


Table 1 - Expected Adverse Weather Days for South Dakota

| | 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
PROSECUTION AND PROGRESS**

SEPTEMBER 7, 2016

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 the Contractor to monitor and manage work progress and the Department 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.

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. The Department will also accept a 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, major bridge repair projects, and interstate reconstruction.
 - b. Construction schedule requirements for Category II projects are BCM, CPM, or 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, and interstate interchanges.
 - b. Construction schedule requirements for Category III projects are CPM or LSM.

B. General:

The following will apply to all scheduling methods:

The Contractor will submit a startup schedule or construction schedule to the Engineer 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. At a minimum, the startup schedule must meet the requirements of the BCM.

If the Contractor elects to submit a startup schedule, the Contractor will schedule a construction scheduling meeting between the Department and the Contractor at the time of submitting the startup schedule. The Contractor and Engineer 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 from the Expected Adverse Weather Days chart in Section 8.3 J. of this special provision at the end of the construction schedule.

The Engineer will accept or may suggest revisions to the construction schedule within 5 business days of the date of receiving the construction schedule.

If revisions are needed prior to acceptance of the construction schedule, the Contractor will make the required revisions and submit the revised construction schedule to the Engineer within a mutually agreed upon amount of time. The Engineer will accept or may suggest further revisions to 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 the contract time completion requirements.

The Contractor will preface each construction schedule with the following information:

1. Project Number;
2. PCN;
3. Contractor;
4. Original contract time allowed including phase, interim, substantial, and field work completion requirement(s) specified;
5. Type of construction schedule (startup, construction, or update); and,
6. Data date of the schedule (the date the schedule was updated to) as applicable by scheduling type.

C. Written Narrative: The written narrative consists of:

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:

1. **Diagram:** The Contractor must show the following in the BCM diagram:
 - a. Planned start and completion dates for each work activity;
 - b. Define and relate principle and major work activities into manageable item with durations no longer than 15 working days;
 - c. Work activities related to the procurement of critical (major) materials and articles of special manufacture in the order the work is to be performed;
 - d. 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 resubmittal, if required;
 - e. Activities related to specified activities by the Department and third parties (including, but not limited to, review of working drawings and material quality, mix design, mix design verification, and compatibility test results from the Department's Central Materials Laboratory);
 - f. Show all critical (major) work activities that are controlling factors in the completion of the work;

- g. Show the time needed to perform each work activity and the work activity's relationship in time to other work activities; and,
- h. 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:** 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. For those items not included in the diagram, the written narrative consists of the missing information required in Section 8.3 C.

E. Critical Path Method (CPM): The CPM construction schedule consists of:

- 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. Completion requirement(s) specified in the contract as the only constraints in the schedule logic;
 - d. Work activities related to the procurement of critical (major) materials 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 resubmittal, if required; and,
 - f. Activities related to specified activities by the Department and third parties (including, but not limited to, review of working drawings and material quality, mix design, mix design verification, and compatibility test results from the Department's Central Materials Laboratory).
- 2. **Written Narrative:** 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. For those items not included in the diagram, the written narrative consists of the missing information required in Section 8.3 C.

F. Linear Schedule Method (LSM): The LSM construction schedule consists of:

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. Completion requirement(s) specified in the contract as the only constraints in the schedule logic;
- d. Work activities related to the procurement of critical (major) materials 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 resubmittal, if required; and,
- f. Department activities related to specified activities by the Department (including, but not limited to, review of shop drawings by the Department and material quality, mix design, mix design verification, and compatibility test results from the Department's Central Materials Laboratory) and third parties.

2. Written Narrative: 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. For those items not included in the diagram, the written narrative consists of the missing information required in Section 8.3 C.

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 Contractor will include all of the requirements listed in Section 8.3 B.1-6 on the updated construction schedule and will provide a comparison of the initial schedule to the current schedule of project completion.

The Engineer will accept or may suggest 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 acceptance of the updated construction schedule, the Contractor will make the required revisions and submit the revised updated construction schedule to the Engineer within a mutually agreed upon amount of time. The Engineer will accept or may suggest further revisions to the revised updated construction schedule within 2 business days of the date of receiving the revised updated construction schedule.

Acceptance of the updated 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 updated construction schedule also does not relieve the Contractor of the obligation to complete all work within the contract time completion requirements.

H. Contract Time: The Department will count contract time in accordance with Section 8.6 and any applicable special provision for contract time.

For the purpose of comparing actual adverse weather days to expected adverse weather days, the Department will consider the following:

Continuing construction progress on the controlling item is defined as the Contractor's progress to complete remaining work. Remaining work is the work remaining to be completed prior to the adverse weather event. For

this comparison, rework caused by the adverse weather event will not be considered part of the remaining work.

Lost days are defined as the actual days lost during adverse weather and adverse weather recovery days, if applicable. An adverse weather recovery day will only be considered when continuing construction progress on the controlling item is delayed due to the effects of adverse weather.

An adverse weather recovery day must meet the following criteria:

1. Days following adverse weather days needed for project conditions to improve to a condition in which the Contractor is able to or would be expected to restart work.
2. Days following adverse weather days needed for rework of previously completed work conforming to the specifications. The Department will only consider rework necessary through no fault of the Contractor.
3. Days following adverse weather days in which the project conditions result in a delay to the Contractor in continuing construction progress on the controlling item as scheduled prior to the adverse weather.

The Contractor will submit a request by the end of the following week and the Engineer will determine if a day meeting the above criteria will be considered an adverse weather recovery day. The determination will be based on the amount of time the Contractor would be expected to do or does work on continuing construction progress on the controlling item.

In accordance with Section 8.6, no adverse weather recovery day will be considered for any day on which conditions are such that the Contractor would be expected to do or does 6 hours or more of work continuing construction progress on the controlling item. A 1/2 adverse weather recovery day will be considered for any day on which conditions are such that the Contractor would be expected to do or does at least 2 hours but less than 6 hours of work continuing construction progress on the controlling item. A full adverse weather recovery day will be considered for any day on which conditions are such that the Contractor would be expected to do or does less than 2 hours of work continuing construction progress on the controlling item.

The Engineer will determine which days are actual lost working days during each bi-weekly statement and the Contractor will account for those lost working days by moving the agreed upon lost adverse weather days forward in the construction schedule to the date the working days were lost.

I. 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 for the construction schedule in accordance with the following:

- a. 25% of the lump sum contract unit price, 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 acceptance of the construction schedule, the Engineer will make an assessment of \$100 for Category I projects, \$250 for Category II projects, and \$500 for Category III projects for each working day until the construction schedule is accepted. 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 projects, \$250 for Category II projects, and \$500 for Category III projects for each working day until the updated construction schedule is submitted.

J. 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 consider expected adverse weather days cumulative in nature over the time period when the Contractor is planning to actively pursue completion of the work. The Contractor will not include adverse weather days during extended periods of time when the Contractor is not planning to pursue completion of the work. 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 contract time completion requirements, 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.

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ATTACHMENT 1

Figure A. Expected Adverse Weather Days for South Dakota

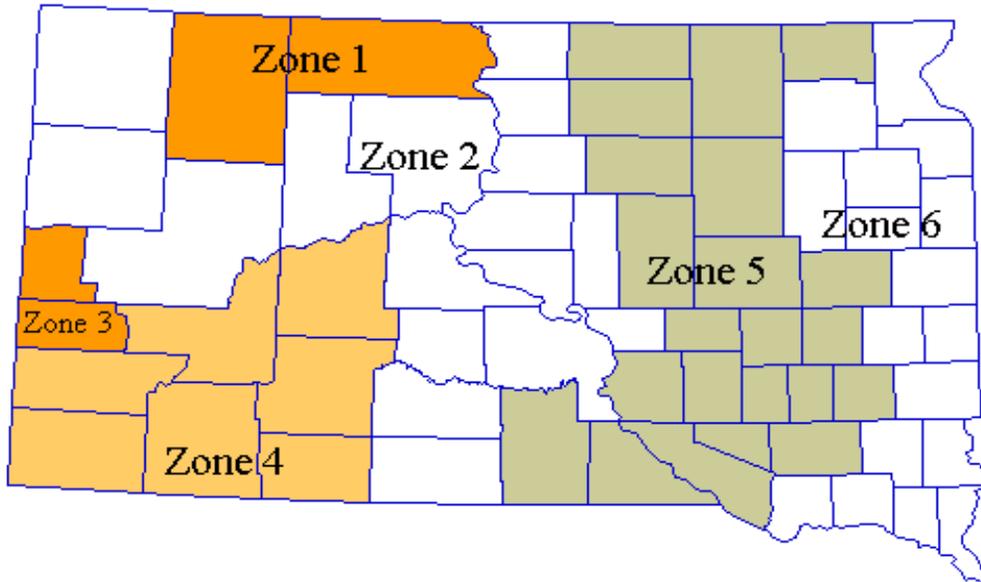


Table 1. Expected Adverse Weather Days for South Dakota

| | 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
TRAFFIC CONTROL SUPERVISOR**

**PROJECT NH 0050(108)385, PCN 023U
YANKTON COUNTY**

SEPTEMBER 27, 2016

I. DESCRIPTION

This work consists of the Contractor providing a certified Traffic Control Supervisor (TCS) 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 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.

The Contractor will submit the name of the individual designated as the TCS to the Engineer prior to or during the preconstruction meeting for verification of qualifications by the Department's Operations Traffic Engineer.

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

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

- 2.** 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.
- 3.** The TCS must be available as the 24 hour a day and 7 days a week contact responsible to ensure maintenance of temporary traffic control is performed, as needed.
- 4.** A representative of the TCS or another employee of the Contractor may perform the routine maintenance of temporary traffic control devices. The TCS is responsible for any maintenance performed by other employees of the Contractor in accordance with Section III.B.1 duties for coordinating all temporary traffic control operations.
- 5.** The TCS is responsible for and shall perform all required daily day time and weekly night time inspections of all temporary traffic control devices on the project. The TCS will provide the Engineer a written summary of each required day time and night time inspection. All inspections must ensure the temporary traffic control devices are clean, maintained, and functioning as intended. 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 an issue with the current temporary traffic control devices or plan. Routine maintenance of the current temporary traffic control devices alone will not be considered as a need requiring the TCS to be on-site.
 - 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 time inspections in accordance with Section 634 at the minimum frequency of once per week.
 - e.** For day time inspections at the minimum frequency of once per day.
- 6.** In conjunction with Section III.B.5.a and Section III.B.5.c 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
EDGE DRAINS**

**PROJECT NH 0050(108)385, PCN 023U
YANKTON COUNTY**

SEPTEMBER 28, 2016

I. DESCRIPTION

This work consists of installing edge drains adjacent to PCC pavement or AC pavement.

II. MATERIALS

A. Porous Backfill: Porous backfill shall conform to Section 800 with the following modifications:

The material shall consist of natural sand. Crushed material is not acceptable. The percentage of material passing a #200 sieve shall not exceed 2.0%. Quality testing will not be required.

B. Drainage Fabric: Drainage fabric shall conform to Section 831, Type A.

C. Slotted Corrugated Polyethylene Drainage Tubing: Slotted corrugated polyethylene drainage tubing shall conform to Section 990.

D. PVC Edge Drain Outlet Pipe: PVC edge drain outlet pipe shall be schedule 80 PVC pipe conforming to ASTM D1785.

E. Black Steel Pipe: Black steel pipe shall conform to ASTM A53

F. Steel Casings for Edge Drain Outlets: Steel casings for edge drain outlets shall be 6 inch standard weight steel pipe casing conforming to ASTM A252 Grade 3.

III. CONSTRUCTION REQUIREMENTS

Installation, excavation, and backfill of edge drain and edge drain outlets trenches shall be in accordance with the details shown in the plans and specified herein.

The Contractor shall place the edge drain with a machine trencher capable of cutting the trench, lining the trench with a geotextile fabric, and laying the pipe in a continuous operation. The Contractor shall use a machine trencher designed and operated so the excavated material does not fall back into the trench. The Contractor shall place the edge drain at a minimum grade of 0.2%. The Contractor shall use laser grade control on the trenching machine or other accurate controls necessary to achieve the correct placement whenever the pipe grades do not follow the pavement grades at a constant depth.

The Contractor shall excavate the trench to receive the edge drain, edge drain outlet, and porous backfill to the lines shown on the plans or as directed by the Engineer. Disposal of surplus excavation shall be the responsibility of the Contractor or the material may be used in other locations on the project as approved by the Engineer.

The Contractor shall place the porous backfill material uniformly without segregation or contamination. The backfill shall be compacted with a vibratory compactor or other means satisfactory to the Engineer to ensure no damage occurs to the pipe. Tarpaulins or other approved devices shall be used as guides from the hauling vehicle to the trench to prevent pulling dirt in with the backfill.

Prior to installation, the Contractor shall splice each segment of slotted corrugated polyethylene drainage tubing to the adjacent segment in accordance with manufacturer's recommendations. The Contractor shall maintain proper alignment to insure that there is no separation of the pipe during installation.

When traffic will be exposed to the open trench, the Contractor shall fill all trenches to ensure no trench will be left open during non-working hours.

The Contractor shall place drainage fabric in the trench as shown on the details in the plans. The fabric shall span the entire width and depth of the trench without any seams across the width of the fabric. The Fabric shall be overlapped across the width of the trench at the top of the trench no higher than 2 inches from the top of the trench.

The Contractor shall provide clear and unobstructed outlets at approximate 500 foot intervals or as needed for positive drainage. The Contractor shall place the discharge pipe at a minimum grade of 1%.

When specified in the plans, the Contractor shall install every 4th edge drain outlet (every 2000 feet) on the outside shoulder, at the same time the edge drain on the outside shoulder is installed. All other edge drain outlets on the outside shoulder shall be stubbed out 4 feet past the edge of the existing concrete pavement and capped off for extension after the new concrete pavement is placed. In order to facilitate drainage, the Project Engineer may modify the location of the edge drain outlets installed with the edge drain so the outlets are placed in the low areas. The Contractor shall install steel casings to protect the edge drain outlets installed every 2000 feet (every 4th edge drain outlet) as shown in the plans.

The Contractor shall install headwalls a minimum of 6 inches above the ditch grade. The Contractor shall shape the inslope to conform to the sides and toe of the headwall. The Contractor shall install the headwall and rodent screen at the same time as installing the outlet pipe. The Contractor shall install the rodent screens to be removable and shall not grout them in place.

The Contractor shall shape drain installations and waste disposal areas and leave the installation area in a neat appearing condition satisfactory to the Engineer. The Contractor shall clean the headwall of soil and debris after seeding options are completed.

IV. METHOD OF MEASUREMENT

- A. Edge Drain:** Edge drains will be measured parallel to the edge drain to the nearest 1 foot.
- B. Edge Drain Outlet:** Edge drain outlets will be measured by the number of complete edge drain outlets installed.
- C. Precast Concrete Headwall for Drain:** Precast concrete headwalls for drain will be measured by the number of complete precast concrete headwalls furnished and installed.
- D. Steel Casings for Edge Drain Outlets:** Steel casings for edge drain outlets will be measured parallel to the outlet to the nearest 1 foot.

V. BASIS OF PAYMENT

- A. Edge Drain:** Edge drains will be paid for at the contract unit price per foot for the various depths specified. Payment will be full compensation for trench excavation, slotted corrugated polyethylene drainage tubing, porous backfill, drainage fabric, granular material at the top of the trench, fittings, labor, equipment, and incidentals necessary.

B. Edge Drain Outlet: Edge drain outlets will be paid for at the contract unit price per each. Payment will be full compensation for excavation, PVC edge drain outlet pipe, black steel pipe, fittings, labor, equipment, and incidentals necessary.

C. Precast Concrete Headwall for Drain: The accepted quantity will be paid for at the contract unit price per each. Payment will be full compensation for all labor, equipment, materials, retaining rods, rodent screens, and all other items incidental to furnishing, installing, and cleaning the precast concrete headwalls.

D. Steel Casings for Edge Drain Outlets: Steel casings for edge drain outlets will be paid for at the contract unit price per foot for steel casing of the size specified. Payment will be full compensation for furnishing and installing the steel casing and all fittings, labor, equipment, and incidentals necessary.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
IRI PCC PAVEMENT SMOOTHNESS**

**PROJECT NH 0050(108)385, PCN 023U
YANKTON COUNTY**

AUGUST 16, 2016

At locations designated in the plans, the Department will determine the PCC pavement smoothness by International Roughness Index (IRI) acceptance profile testing the finished surfaces of the PCC pavement in accordance with the following requirements.

A. Exclusions: Excluded from the IRI acceptance profile testing under the requirement of this special provision are:

1. Bridge decks, approach slabs, and a distance of 100 feet from the end of the bridge (or approach slab if applicable);
2. Ramps, acceleration lanes, deceleration lanes, and any lane less than 0.3 miles in length;
3. Shoulders and gore areas;
4. Existing curb and gutter sections (curb and gutter to remain in place);
5. The first or last 100 feet of a pavement where the Contractor is not responsible for the adjoining in place pavement; and,
6. Sections with a speed limit of less than 45 mph.

At locations designated in the plans to be profiled but excluded from IRI acceptance 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. Profiler: The Department will furnish and operate the profiler. The Department will measure and analyze the surface smoothness of the final roadway surface profile using the IRI to the nearest 0.1 inch/mile. The Department will use a profiler meeting ASTM E-950 Class 1 specifications.

C. Operation: The Department will evaluate the surface smoothness on a lot basis. A lot is defined as a single paved lane, 12 feet wide, and 0.10 mile long. Pavement sections less than 0.10 mile long will be tested, the results will be combined with the previous adjacent lot, and the average IRI and price adjustment will be prorated. If the section is less than 0.10 mile long but at least 200 feet long and not adjacent to a previous lot, the average IRI and price adjustment for the section will be evaluated individually and prorated.

The Department will collect the profile data after the Contractor completes all PCC paving required for profiling, once the pavement has reached 4,000 psi, prior to the Contractor opening the roadway to traffic. If the project is constructed in phases, the Department may IRI acceptance profile test a completed phase before the completion of subsequent phases. Phases are defined as plan designated portions of the project at least 0.3 miles in length, or other portions as approved by the Engineer, that will be utilized by the traveling public during completion of subsequent phases of the project. The Contractor's chosen sequence of operations, if applicable, or the Contractor's option to complete a portion of a phase will not require the Department to perform IRI acceptance profile testing prior to the completion of work (phase of project or overall project).

1. IRI Acceptance Profile Testing:

For scheduling purposes, the Contractor is responsible to contact the Materials and Surfacing Office at least 1 week prior to the anticipated completion of work (phase of project or overall project) where IRI acceptance profile testing is required. In addition, the Contractor will contact the Materials and Surfacing office at least 2 business days prior to the anticipated day of IRI acceptance profile testing (phase of project or overall project) to schedule the agreed upon anticipated day of IRI acceptance profile testing.

Prior to the anticipated day of IRI acceptance profile testing, the Contractor will perform all work required prior to the Department performing the IRI acceptance profile testing. The Contractor will be allowed to perform grinding prior to the Department performing the IRI acceptance profile testing. Grinding prior to the IRI acceptance profile testing must be accomplished in accordance with the corrective grinding requirements of this special provision. The Contractor may continue sweeping the roadway any time, as needed, prior to IRI acceptance profile testing.

The Department will perform the IRI acceptance profile testing within 2 business days of the anticipated day of profile testing provided all of the following conditions are met:

- The Contractor has completed all PCC paving in the area to be IRI acceptance profile tested;

- The Contractor has cleaned the surface of debris and other obstructions and has completed necessary sweeping;
- The PCC pavement has reached 4,000 psi;
- The Contractor has placed necessary traffic control devices;
- The ambient air temperature is at least 40°F but not above 90°F; and,
- Rain and other weather conditions determined inclement by the Engineer are not present.

The Department will make one pass in each lane in the direction of traffic flow. One pass will consist of a profile being performed in each wheel path for each lane (one trace approximately 31 inches from centerline of the roadway and the other trace approximately 97 inches from centerline).

The Department will provide the Contractor IRI acceptance profile testing results within 2 business days of completing the IRI acceptance profile testing. The Department will identify and mark areas of localized roughness (ALR).

- a. Evaluation:** The Department will evaluate the data collected and the data will remain the property of the Department. The Department will determine the average IRI for each lot by averaging the IRI values from the two wheel paths for each pass (lane) to the nearest 0.1 inch/mile. The Incentive and disincentive payment schedule is a fixed dollar amount per lot based on the average IRI for each lot.
- b. Requirements:** The Department will use the FHWA Profile Viewing and Analysis (ProVAL) software to determine areas of localized roughness (ALR). The Department will evaluate ALR using ProVAL's "Smoothness Assurance" analysis by calculating the mean roughness index (MRI) with a continuous short interval of 25 feet and a 250 mm filter.

The Engineer will assess ALR in accordance with Table 1 "ALR Monetary Deductions and Corrective Work Requirements." The Contractor will grind ALR which require corrective action to a MRI of less than 125 inches per mile in 25 feet.

| Table 1. ALR Monetary Deductions and Corrective Grinding Requirements | |
|--|--|
| 25 ft. Continuous MRI (Inches per mile) | Corrective Grinding or Monetary Deduction |
| 140.0 or less | Acceptable |
| 140.1 to 180.0 | Corrective Grinding or \$10.00 per linear foot (12 foot wide), as directed by the Engineer |
| 180.1 or greater | Corrective Grinding as required by the Engineer |

In lieu of the \$10.00 per linear foot monetary deduction, the Contractor may option to perform corrective grinding to a MRI of less than 125 inches per mile in 25 feet.

Once the Department performs IRI acceptance profile testing, the Department will not make adjustments to the incentive or disincentive payments for lots containing ALR that require corrective grinding, regardless of the average IRI after re-profile testing.

The Contractor will complete the required corrective grinding in ALR within 21 calendar days of notification from the Department of which ALR require corrective grinding. If the project is constructed in phases, the Department may allow the Contractor to complete corrective grinding with the corrective grinding of a subsequent phase.

2. Corrective Grinding:

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 join grind sections if the distance between grind sections is less than 80 feet. 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. Following the completion of corrective grinding, the Department will re-profile test ALR.

3. Re-Profile Testing:

For scheduling purposes, the Contractor is responsible to contact the Materials and Surfacing Office at least 7 calendar days prior to the anticipated start of corrective grinding work determined by the Department's IRI acceptance profile testing (phase of project or overall project). In addition, the Contractor will contact the Materials and Surfacing office at least 2 business days prior to the anticipated completion of corrective grinding (phase of project or overall project) to schedule the agreed upon anticipated day of re-profile testing.

Prior to the anticipated day of re-profile testing, the Contractor will perform all work required prior to the Department performing the re-profile testing. The Contractor may continue sweeping the roadway any time, as needed, prior to re-profile testing.

The Department will perform the re-profile testing within 2 business days of the completion of all corrective grinding provided all of the following conditions are met:

- The Contractor has completed all PCC pavement corrective grinding in the area to be re-profile tested;
- The Contractor has cleaned the surface of debris and other obstructions and has completed necessary sweeping;
- The Contractor has placed necessary traffic control devices;
- The ambient air temperature is at least 40°F but not above 90°F; and,
- Rain and other weather conditions determined inclement by the Engineer are not present.

The Department will provide the Contractor re-profile testing results within 2 business days of completing the re-profile testing. The Department will identify and mark ALR requiring additional corrective grinding.

When the use of a profiler 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.

D. Incentive/Disincentive Payment: The Department will base incentive and disincentive payments on the average IRI determined for each lot and will make incentive and disincentive payments based on Table 2:

| Table 2. IRI Pay Scale | |
|-------------------------------|--------------------------|
| IRI | Price Adjustment |
| Inches per mile | (Dollars per lot) |
| 35.0 or less | \$900 |
| 35.1 to 40.0 | \$700 |
| 40.1 to 45.0 | \$500 |
| 45.1 to 55.0 | \$300 |
| 55.1 to 70.0 | \$0 |
| 70.1 to 80.0 | -\$300 |
| 80.1 to 85.0 | -\$500 |
| 85.1 to 90.0 | -\$700 |
| 90.1 or greater | -\$900 |

E. Miscellaneous: All work required of the Contractor to prepare the roadway for testing including, but not limited to; corrective grinding, sweeping, cleaning, preparing the surface for profiling or reprofiling, moving equipment, and rescheduling of work will not be measured and will be incidental to the contract.

The Contractor will replace all permanent pavement markings damaged, destroyed, or removed during corrective grinding at no additional cost to the Department.

The Department will measure and pay for all traffic control required for conducting the smoothness testing in accordance with Section 634 as part of the overall project.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
MICRO-MILLING ASPHALT CONCRETE**

**PROJECT NH 0050(108)385, PCN 023U
YANKTON COUNTY**

JULY 22, 2016

I. DESCRIPTION

This work shall improve the ride, profile, cross slope, and surface texture of an existing pavement surface by micro-milling the surface. This work shall also provide a texture suitable for use as a temporary driving surface or an immediate overlay or surface treatment.

II. MATERIALS

Micro-milled asphalt concrete shall conform to the cold milled asphalt concrete requirements of Section 884.

III. CONSTRUCTION REQUIREMENTS

A. General: The material shall be removed by micro-milling with the specified equipment, without the use of heat.

The Contractor shall not dispose of micro-milled asphalt concrete material or use the micro-milled material for any purpose other than purposes designated in the plans without approval by the Engineer.

B. Equipment: The Contractor shall use power-driven, self-propelled micro-milling equipment capable of milling to the width and depth specified in the plans. The equipment shall produce a uniform surface texture. The Contractor may be required to micro-mill multiple passes, as needed, to meet the width requirements specified. In addition, the micro-milling equipment shall be:

- Equipped with a cutting mandrel with carbide tipped cutting teeth designed for micro-milling bituminous pavement to close tolerances;

- Equipped with a cutting width at least 12 feet wide;
- Capable of removing pavement to an accuracy of 1/16 inch; and,
- Provided with conveyors capable of side, rear, or front loading to transfer the milled material from the roadway to a truck.

The micro-milling machine shall establish a longitudinal profile grade within $\pm 1/8$ inch referenced from a traveling stringline or erected fixed string line and shall be controlled by an automatic system for controlling grade. The micro-milling machine shall be equipped so that the depth and transverse slope of the drum is manually or automatically controlled using the traveling or fixed stringline on either or both sides of the milling machine. The fixed stringline shall remain taut after being tightened.

The traveling stringline shall have a minimum effective length of 28 feet. The traveling stringline shall be attached and positioned on the milling machine to reference the longitudinal profile. The traveling stringline shall utilize either mechanical skis or non-contacting grade averaging sensors. If mechanical skis are provided, the sensor of the control system shall rest midway between the traveling stringline.

Following milling of the first pass, adjacent passes shall be milled referencing the traveling stringline riding on the previously milled pass or a fixed stringline. A shoe attachment may be used to match an adjacent reference point when directed by the Engineer.

The drum shall be capable of tilting to allow feathering of edges to zero cut.

C. Construction Methods: The existing surface of the pavement shall be removed by micro-milling to the depth, width, cross section, and grade specified in the plans and the resulting micro-milled surface shall meet the following acceptance criteria:

- The final micro-milled surface shall be free of detrimental ridges or grooves.
- The final micro-milled surface texture produced by the micro-milling operation shall have a grid surface with uniform discontinuous striations. Continuous longitudinal striations will not be allowed.
- The final micro-milled surface shall have a transverse pattern of 1/4 inch center to center of each strike area.
- The difference between the ridge and valley of the mat surface shall not exceed 1/8 inch when tested in accordance with SD 320.

At the start of the micro-milling work, the Contractor shall micro-mill a test section. The test section shall be at least 1000 foot long. The test section must result removal to the depth, width, cross section, and grade specified in the plans and the acceptance criteria required by this specification. The

Contractor must obtain approval from the Engineer of the test section's acceptability prior to continuing with the micro-milling work. The Contractor will not be allowed to start continual micro-milling until an acceptable test section is obtained.

If the test section results in a non-uniformly textured surface or if any of the micro-milling requirements or acceptance criteria are not met, the Contractor shall discontinue the micro-milling work and the Contractor shall submit a written plan of action to the Engineer for approval. The written plan shall detail the steps including, but not limited to, equipment and operations the Contractor will take to improve operations and ensure acceptable results will be obtained.

If the micro-milling work in the initial test section is not acceptable and if required by the Engineer, the Contractor will construct another 1000 foot test section. This test section shall be located in a different area than the initial test section using the approved corrective action. This designated test section shall be micro-milled to conform to the same requirements as those required in the initial test section.

If the micro-milling work in the second test section, or any subsequent test sections, is not acceptable and if required by the Engineer, the Contractor will construct another 1000 foot test section. The test section shall be located in a different area than any previous test section using the approved corrective action. This designated test section, and any subsequent test sections, shall be micro-milled to conform to the same requirements as those required in the initial test section.

The milled section shall be finished to the cross slope shown on the typical section $\pm 0.2\%$. The quarter crown within any 12 foot transverse length (or the actual lane width paved with a single paver pass) shall not exceed 0.04 foot when measured with a straightedge, stringline, or other suitable equipment. The Engineer may order changes to the typical section if field conditions warrant.

All vertical cuts from micro-milling operations left and right of the centerline shall be daylighted to the outside edge of the road to allow surface water to be drained off of the roadway. Daylighting shall be accomplished by methods satisfactory to the Engineer using equipment meeting the requirements of this specification except that a cutting width of less than 12 feet will be allowed.

When Traffic will be exposed to the micro-milled surface, all micro-milling shall be accomplished on one-half of the roadway at a time. The Contractor shall schedule the micro-milling operations so there are no drop offs, uneven lanes, or windrows of milled material remaining on the roadway overnight. At the end of the day the Contractor shall place micro-milled asphalt concrete

material to provide temporary ramps as a transition onto or off of the milled surface and the project limits, bridge approaches, and intersecting roads. The resultant transition shall be of sufficient length to provide a slope no steeper than 20:1.

Loose material resulting from the micro-milling shall be immediately picked up, hauled to the stockpile site(s), and stockpiled. Prior to allowing traffic on the micro-milled surface, the Contractor shall thoroughly broom the surface free of remaining loose material. In curb and gutter sections or in rural sections where a finished and maintained lawn extends to the edge of the shoulder, the Contractor shall use a pickup broom with an integral self-contained storage. The pickup broom must be a minimum of 6 feet wide. While sweeping in curb and gutter sections, the pickup broom must have working gutter brooms. A rotary power broom may be used in all other areas.

Micro-milled asphalt concrete material shall be processed or crushed and stockpiled so that a uniform blend is obtained. Prior to stockpiling, the stockpile site shall be prepared by removal of the top 6 inches of topsoil and the area bladed smooth. Stockpiles shall be constructed in accordance with Section 320. The stockpiles shall not contain dirt, grease, oil, brick, paving fabric, clay balls, organic debris, and other foreign material.

IV. METHOD OF MEASUREMENT

Micro-Milling Asphalt Concrete: Micro-milling asphalt concrete will not be measured. Plans quantity will be used. If changes from the plans quantity are ordered these areas will be measured and the plans quantity will be appropriately adjusted.

V. BASIS OF PAYMENT

Micro-Milling Asphalt Concrete: Micro-milling asphalt concrete will be paid for at the contract unit price per square yard or as indicated in the plans. Payment will be full compensation for milling, removing, hauling, stockpiling, processing or crushing the cold milled material, brooming, equipment, labor, and all incidentals required.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
PORTLAND CEMENT CONCRETE
PAVEMENT OVERLAY (THICK)**

**PROJECT NH 0050(108)385; PCN 023U
YANKTON COUNTY**

SEPTEMBER 27, 2016

For all Portland Cement Concrete overlays irrespective of thickness, make the following modifications to Section 380 of the specifications.

Delete Section 380.1 and replace with the following:

380.1 DESCRIPTION

This work consists of a PCC overlay of sufficient quality to serve the purpose for which the concrete pavement was designed over an existing pavement where a geotextile bond breaker fabric is placed on top of the existing pavement.

Add the following to Section 380.2:

M. Geotextile Bond Breaker Fabric: Section 831.

Delete Section 380.3 B.4 and replace with the following:

- 4. Spreading and Finishing Equipment:** The spreading equipment shall consist of a mechanized device to place and provide a rough strike off of the concrete. The concrete shall be unloaded into an approved mechanical concrete spreader and deposited uniformly across the geotextile bond breaker fabric, pavement, subgrade, or subbase as close as possible to its final position. The use of a mechanical spreader may be waived provided the concrete hauling equipment is equipped with a discharge system capable of distributing the concrete uniformly without segregation across the width of paving and meets the approval of the Engineer. The spreader shall run on forms when forms are used or on wheels or tracks when slip forming. The mechanical concrete spreader

shall be self-propelled and shall be capable of spreading the concrete mix to the desired cross sections. The spreader shall be easily adjustable to spread different elevations of concrete.

Slipform paving equipment shall have the direction of forward motion and grade (vertical elevation) controlled by an electronic sensing device. The electronic sensing device shall either follow a taut string line or shall be controlled by a GPS/Total Station system capable of meeting the alignment, grade, surface test, thickness, and cross slope requirements.

The paving equipment shall spread, consolidate, screed, and finish the freshly placed concrete to provide a dense and homogenous pavement with a minimum amount of hand finishing.

The paving equipment shall not cause flotation of aggregate particles or show evidence of an accumulation of laitance on the surface of the concrete either during or after placement.

Delete Section 380.3 C and replace with the following:

C. Preparation:

- 1. Insert Steel Bar in PCC Pavement:** When specified in the plans and at the locations specified in the plans, the Contractor shall insert steel bars into drilled holes in the existing concrete pavement. An epoxy resin adhesive must be used to anchor the steel bar in the drilled hole.

Epoxy resin adhesive shall conform to Section 380.2 L.

The diameter of the drilled holes in the existing concrete pavement for the steel bars shall not be less than 1/8 inch nor more than 3/8 inch greater than the overall diameter of the steel bar. Holes drilled into the existing concrete pavement shall be located at mid-depth of the slab and true and normal. The drilled holes shall be blown out with compressed air using a device that will reach to the back of the hole to ensure that all debris or loose material has been removed prior to epoxy injection.

The Contractor shall mix the epoxy resin as recommended by the manufacturer and apply by an injection method approved by the Engineer. If an epoxy pump is utilized, the pump shall be capable of metering the components at the manufacturer's designated rate and be equipped with an automatic shut-off. The pump shall shut off when any of the components are not being metered at the designated rate.

The Contractor shall fill the drilled holes 1/3 to 1/2 full of epoxy, or as recommended by the manufacturer, prior to insertion of the steel bar. Care shall be taken to prevent epoxy from running out of the horizontal holes prior to steel bar insertion. Rotate the steel bar during insertion to eliminate voids and ensure complete bonding of the bar. Insertion of the bars by the dipping method will not be allowed.

- 2. Placing Geotextile Bond Breaker Fabric:** Prior to the placement of the geotextile bond breaker fabric, the Contractor shall clean the existing pavement surface of all loose or adhering foreign material.

The geotextile bond breaker fabric shall be rolled out without excess wrinkles and folds. The geotextile bond breaker fabric shall not be placed more than 7 calendar days prior to paving.

The geotextile bond breaker fabric shall be securely fastened down with bolts/nails punched through 1.25 – 3.0 inch galvanized washers/discs at least every 6 feet both longitudinally and transversely. Additional fasteners may be required to ensure the geotextile bond breaker fabric does not shift or fold prior to or during concrete placement for any reason including but not limited to wind, rain, construction traffic, and concrete placement. As an alternative, the Contractor may use a spray adhesive method of fastening the fabric with approval from the Engineer. The spray adhesive must be a product designed for bonding geotextile fabrics while not affecting water transport properties (3M Holdfast 70 or approved equal). When spray adhesive is used, the Engineer must approve the application pattern and method of pressing the fabric into the adhesive strips. If using the spray adhesive to bond fabric to fabric, the Contractor must coat both contact faces with a 6 inch minimum continuous strip. The may be required to discontinue the use of spray adhesive if large amounts of moisture are present on the substrate or when cold temperatures may affect the spray pattern.

Where the geotextile bond breaker fabric is spliced or overlapped, the geotextile bond breaker fabric shall be overlapped 8 ± 2 inches. In no case shall more than three layers of the geotextile bond breaker fabric overlap. In order to meet this requirement, the Contractor shall stagger the transverse seams from adjacent rolls.

The Contractor shall overlap the end of one roll and the beginning of the next consistent with the direction of paving so the end of one roll lies atop the beginning of the next roll.

The geotextile bond breaker fabric shall extend beyond the edge of the new concrete as shown in the typical sections.

The Contractor shall maintain the geotextile bond breaker fabric after it is placed throughout its entire length until the PCC overlay and shoulder material is completed. The Contractor shall correct any deficiencies to the satisfaction of the Engineer. Driving on the geotextile bond breaker fabric shall be kept to a minimum and shall not include tight radius turns or hard accelerations or braking.

The Contractor shall repair any geotextile bond breaker fabric that is damaged. The Contractor shall also remove and replace any geotextile bond breaker fabric that is left exposed for more than 7 calendar days. No additional payment will be made to repair, remove, or replace geotextile bond breaker fabric.

- 3. Stationary Side Form Method:** Forms shall be set to line and grade. Dowel assemblies, if required, shall be accurately placed in advance of concrete placement.

The form shall be firmly in contact with the geotextile bond breaker fabric for the entire length of the form. Forms shall be staked into place with not less than three pins for each 10 foot section. A pin shall be placed at each side of every joint.

Form sections shall be tightly locked and free from play or movement. Forms shall be cleaned and oiled prior to placing concrete.

Alignment and grade elevations of the forms shall be checked and corrections shall be made before placing concrete. When forms have been disturbed or the grade has become unstable, the forms shall be reset and rechecked.

- 4. Slip Form Method:** Dowel assemblies, if required, shall be accurately placed in advance of concrete placement. The use of automatic dowel bar inserters will not be allowed.

Delete Section 380.3 G and replace with the following:

- G. Placing Concrete:** The Contractor shall not place concrete when the air or paving surface temperature is below 40°F. Forms and steel which will come in contact with the concrete shall also not be below 40°F at the time of concrete placement.

If the surface temperature of the geotextile bond breaker fabric is above 110°F, the Contractor shall apply water to the surface of the geotextile bond breaker fabric. The water shall be applied at a time and at a rate such that no pools of water form.

The temperature of the freshly mixed concrete at the time of placement shall not be less than 50°F or more than 90°F.

The concrete shall be deposited on the geotextile bond breaker fabric so as to require as little re-handling as possible. Unless hauling equipment is equipped to discharge the concrete without segregation, the concrete shall be unloaded into an approved spreading device and mechanically spread on the geotextile bond breaker fabric without segregation of the materials.

Necessary hand spreading shall be done with shovels. Rakes or vibrators shall not be used for spreading concrete. Workmen shall not be allowed in the freshly mixed concrete with boots or shoes coated with foreign substances.

Vehicles tracking earth or foreign substances will not be allowed to drive through or back into fresh mixed concrete. Equipment dropping earth or foreign substances from the unit shall not be allowed over the fresh mixed concrete.

The concrete shall be consolidated against and along the faces of all forms by vibrators. Vibrators shall not come in contact with a joint assembly, the grade, or a side form. The vibrator shall not be operated longer than 10 seconds in any one location.

All concrete material which falls on or is worked into the surface of a completed slab shall be removed immediately.

Delete the second sentence of Section 380.3 K and replace with the following:

The Contractor shall maintain the concrete surface temperature above 40°F until the concrete has attained a compressive strength of 1,500 psi.

Delete the first paragraph of Section 380.3 L.1 and replace with the following:

Longitudinal Sawed Joints: When specified in the plans, deformed steel tie bars shall be placed perpendicular to the longitudinal joints by approved methods. Tie bars shall not be painted or coated with asphalt or other material, or enclosed in tubes or sleeves.

Add the following paragraph to Section 380.3 L.5:

The geotextile bond breaker fabric shall either be protected from contamination and damage or shall be removed and replaced in the area of

the transverse construction joint in accordance with Section 380.3 C.1. The geotextile bond breaker fabric shall not be cut during the sawing of the transverse contraction joint.

Delete Section 380.3 R and replace with the following:

- R. Tolerances in Alignment, Grade, Cross Slope, and Pavement Thickness:** Alignment, grade, cross slope, and pavement thickness will be monitored by the Engineer. Adjustments to the alignment, grade, cross slope, and pavement thickness may be required as directed by the Engineer.

Delete Section 380.4 and replace with the following:

380.4 METHOD OF MEASUREMENT

- A. Portland Cement Concrete Overlay, Furnish:** Portland Cement Concrete Overlay, Furnish will be measured to the nearest 0.1 cubic yard. Quantities of Portland Cement Concrete Overlay, Furnish that are more than 6% over the plans estimated quantity will not be measured for payment unless additional quantity is ordered by the Engineer in writing. If the Department approved new profile results in an adjustment to the plans estimated quantity of Portland Cement Concrete Overlay, Furnish the adjusted plans quantity will be used in determining the percent overrun. Measurement of cubic yards will be based upon batch tickets and converted to cubic yards. Mix design unit weights will be used for converting batch ticket weights to cubic yards. Quantities of Portland Cement Concrete Overlay, Furnish that is rejected will not be measured for payment.
- B. Portland Cement Concrete Overlay, Placement:** Portland Cement Concrete Overlay, Placement will be measured to the nearest 0.1 square yard.
- C. Geotextile Bond Breaker Fabric:** Geotextile Bond Breaker Fabric will be measured to the nearest 0.1 square yard. No measurement will be made for geotextile bond breaker fabric overlaps.
- D. Dowel Bar Assemblies:** Dowel bar assemblies will be measured by the actual number of bars furnished and installed.
- E. Insert Steel Bar in PCC Pavement:** Insert steel bar in PCC pavement will be measured by the actual number of steel bars furnished and installed.

Delete Section 380.5 and replace with the following:

380.5 BASIS OF PAYMENT

- A. Portland Cement Concrete Overlay, Furnish:** Portland Cement Concrete Overlay, Furnish will be paid for at the contract unit price per cubic yard.

Payment will be full compensation for furnishing all materials, mixing, delivering the materials to the roadway, and all incidentals necessary to furnish the concrete material.

- B. Portland Cement Concrete Overlay, Placement:** Portland Cement Concrete Overlay, Placement will be paid for at the contract unit price per square yard.

Payment will be full compensation for all labor, equipment, and all incidentals necessary to place the Portland cement concrete overlay and to saw and seal joints. Payment will also be full compensation for water used to moisten the geotextile bond breaker fabric ahead of the paver and for materials, equipment, labor, and incidentals used for curing the concrete, sawing, and sealing joints.

- C. Geotextile Bond Breaker Fabric:** Geotextile Bond Breaker Fabric will be paid for at the contract unit price per square yard.

Payment will be full compensation for all labor, materials, equipment, and all incidentals necessary to furnish and install the fabric.

- D. Dowel Bar Assemblies:** Dowel bar assemblies will be paid for at the contract unit price per each dowel bar. Payment will be full compensation for labor, materials, equipment, and all incidentals necessary to furnish and install the assemblies.

- E. Insert Steel Bar in PCC Pavement:** Insert steel bar in PCC pavement will be paid for at the contract unit price per each steel bar. Payment will be full compensation for labor, materials, equipment, and all incidentals necessary to furnish and install the steel bar.

Add the following to Section 831.1:

The geotextile bond breaker fabric shall comply with the requirements of Table 1 shown below:

Table 1. Specifications for geotextile interlayer material

| Property | Requirements¹ | Test Procedure |
|--|--|--|
| Geotextile type | Nonwoven, needle-punched geotextile, no thermal treatment (calendaring or IR) | Manufacturer Certificate of Compliance |
| Color | White/nominally same-color fibers | Visual Inspection |
| Mass per unit area | ≥ 500 g/m ² (14.7 oz/yd ²) ≤ 550 g/m ² (16.2 oz/yd ²) | ASTM D 5261 |
| Thickness under load (pressure) | [a] At 2 kPa (0.29 psi): ≥ 3.0 mm (0.12 in) [b] At 20 kPa (2.9 psi): ≥ 2.5 mm (0.10 in) [c] At 200 kPa (29 psi): ≥ 1.0 mm (0.04 in) | ASTM D 5199 |
| Wide-width tensile strength | ≥ 10 kN/m (685 lb/ft) | ASTM D 4595 |
| Wide-width maximum elongation | ≤ 130% | ASTM D 4595 |
| Water permeability in normal direction under load (pressure) | At 20 kPa (2.9 psi): ≥ 1x10 ⁻⁴ m/s (3.3x10 ⁻⁴ ft/s) | Mod. ASTM D 5493 or ASTM D 4491 |
| In-plane water permeability (transmissivity) under load (pressure) | [a] At 20 kPa (2.9 psi): ≥ 5x10 ⁻⁴ m/s (1.6x10 ⁻³ ft/s) [b] At 200 kPa (29 psi): ≥ 2x10 ⁻⁴ m/s (6.6x10 ⁻⁴ ft/s) | Mod. ASTM D 6574 or ASTM D 4716 |
| Weather resistance | Retained strength ≥ 60% | ASTM D 4355 @ 500 hrs. exposure |
| Alkali resistance | ≥ 96% polypropylene/polyethylene | Manufacturer certification of polymer |

1. Minimum average roll value (MARV) requirements shall conform to AASHTO M288 which require a 97.7% degree of confidence.

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
PI PCC PAVEMENT SMOOTHNESS
WITH 0.2" BLANKING BAND (PCCP OVERLAY)**

**PROJECT NH 0050(108)385, PCN 023U
YANKTON COUNTY**

SEPTEMBER 27, 2016

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 Contractor 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 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.

For the portions of the project where Nonreinforced PCC Pavement is placed, the adjustments in the unit price for incentive and disincentive payments will be based on the contract unit price for Nonreinforced PCC Pavement. For portions of the project where PCC Overlay is placed, the adjustments in the unit price for incentive and disincentive payments will be based on the calculated combined total price per square yard using the price and total accepted quantity of Portland cement concrete overlay, furnish and the contract unit price for Portland cement concrete overlay, placement. The Department will divide the total price of the accepted quantity of Portland cement concrete overlay, furnish by the accepted quantity (square yards) of Portland cement concrete, placement to obtain a price per square yard for furnish. The Department will add the calculated price per square yard of furnish to the contract unit price per square yard for placement to determine the calculated combined total price per square yard used for adjustments in unit price for incentive and disincentive payments.

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
CONTRACTOR FURNISHED MIX DESIGN
FOR PCC PAVEMENT**

AUGUST 15, 2016

This work consists of establishing the mix design and acceptance criteria for Portland Cement Concrete Pavement (PCCP) of sufficient quality to serve the purpose for which the concrete use is intended.

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 the Contractor shall be responsible for the performance, production, and composition of all concrete mixes used in the PCC pavement.

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 minimum 28 day compressive strength of 4000 psi, slump range of between 1 inch and 3 inches, and shall contain fly ash. Fly ash shall constitute 20% to 25% of the cementitious material at a 1:1 ratio by weight.

For all other areas and any areas where the Contractor utilizes slip form paving equipment, the following requirements shall apply:

- 1. Mix Design Requirements:** The mix proportions selected shall produce concrete that is sufficiently workable and finishable for all uses intended. All mix designs shall be based off of aggregate specific gravities at saturated surface dry (SSD) condition. All mix designs shall conform to the following requirements.
 - a. Combined Aggregate:** The mix design process shall produce a mix design that will plot within the optimum 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 inch aggregate for jointed concrete pavement and

1.5 inch 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 inch sieve.

- b. 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.
 - c. 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.
 - d. Water/Cementitious Material Ratio:** The mix design shall establish a maximum water/cementitious material ratio, which shall not exceed 0.42 pounds/pounds.
 - 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.
- 2. Laboratory Trial Batch Requirements:** 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. Slump:** The slump at 20 minutes after completion of mixing for each trial mix shall be between 1.25 inches and 2.75 inches for slip-formed pavements and between 2.25 inches and 3.75 inches 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.
 - b. 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% to 8.0%.

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

A minimum of 3 cylinders at each age and 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.

- d. **Temperature:** The fresh concrete temperature shall be between 68°F and 86°F immediately after completion of mixing.

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.

- e. **Trial Batches:** 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.

The Contractor shall furnish the results of the trial batches 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 to the Engineer at the time the proposed mix design is submitted for verification.

3. **Laboratory Trial Batch Exception:** 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. The Contractor shall submit aggregate samples for gradation checks along

with the request to use a previously approved mix design a minimum of 40 calendar days prior to the anticipated use in field production.

The Contractor shall submit all modifications to a previously approved mix design including, but not limited to, changes of admixtures and aggregate percentage splits to the Department's Concrete Engineer on a DOT-24 form for approval. Changes in brand name of admixtures and cementitious materials may be made by submitting a revised DOT-24 to the Department's Concrete Engineer for approval; a laboratory trial batch may not be necessary provided the material is the same ASTM designated type of material. If required by the Engineer, the Contractor shall produce a laboratory trial batch prior to use in field production.

- 4. 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.

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 or 5200 psi at 28 days. The Contractor shall submit all necessary samples, information for lab trials, aggregate tests and trial batch results for mix design verification a minimum of 40 calendar days prior to the anticipated use in field production.

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.

- B. Field Acceptance Criteria:** The Contractor shall produce a concrete mix with a uniform consistency. The Contractor shall produce a concrete paving mix in accordance with the approved mix design and the following:

- 1. Slump:** For the slip-form method, the slump of the concrete shall not be more than 2 inches at the time of placement. For the stationary side form method, the slump of the concrete shall be between 1 inch and 3 inches at the time of placement.
- 2. Entrained Air Content:** All concrete shall contain 6.5% entrained air with an allowable tolerance of +1% to -1.5%. Air shall be entrained by an approved air-entraining admixture.

- 3. Water/Cementitious Ratio:** The concrete shall have a maximum Water/Cementitious ratio "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.
- 4. Compressive Strength:** Concrete shall exhibit a minimum compressive strength of 4000 psi at 28 days.
- 5. Determination of Field 28 Day Compressive Strength and Acceptance Criteria:** The Engineer will be responsible for the sampling, preparing, curing, and testing 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 Section 460.3 B.
- 6. Mix Design Modifications:** The Contractor shall submit all modifications to the approved mix design including, but not limited to, changes of admixtures and aggregate percentage splits to the Department's Concrete Engineer on a DOT-24 form for approval. Changes in brand name of admixtures and cementitious materials may be made by submitting a revised DOT-24 to the Department's Concrete Engineer for approval; a verification batch may not be necessary provided the material is the same ASTM designated type of material. Dosage changes to admixtures may be made without submitting a DOT-24. If required by the Engineer, the Contractor shall produce a verification batch prior to resuming field production.

Section 820.1 A. - Delete this section and replace with the following:

- A. Coarse Aggregate for Concrete Pavement:** The coarse aggregate shall consist of ledge rock. Coarse aggregate for Continuously Reinforced Concrete Pavement shall conform to Size #20. Coarse aggregate for all other PCC Pavements shall conform to Size #15.

Mix Design Charts:

Chart A

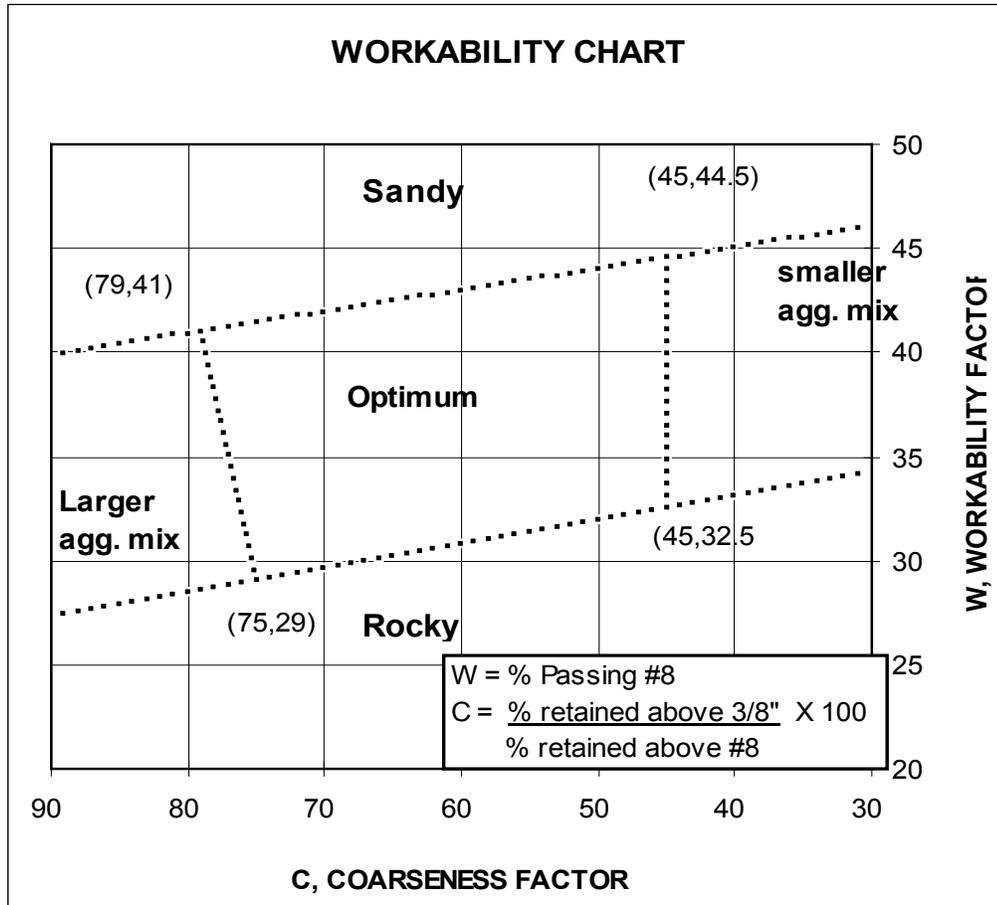


Chart B

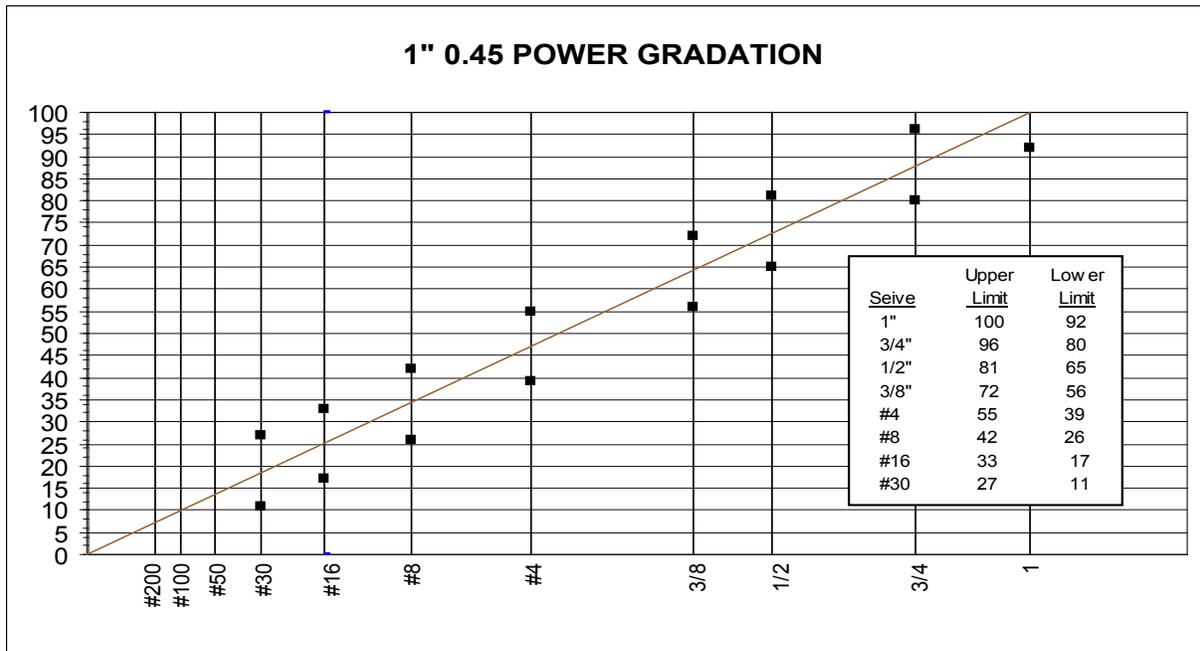
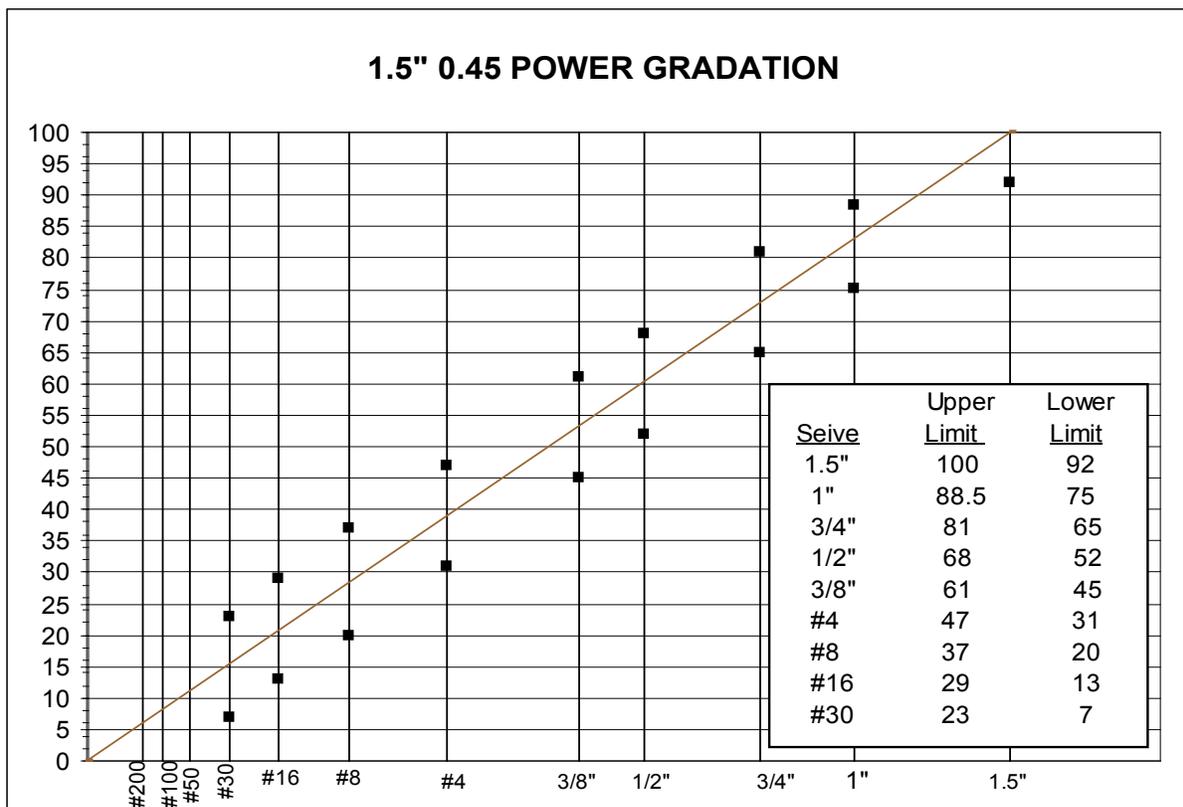


Chart C



**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
CONTRACTOR STAKING**

**PROJECT NH 0050(108)385, PCN 023U
YANKTON COUNTY**

SEPTEMBER 27, 2016

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 staking work includes, but is not limited to, re-establishing the mainline and intersecting road centerlines; establishing a design centerline profile; 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; 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 grading, milling, 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, paving hub staking, graded centerline 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 Contractor will perform the staking work in accordance with the Department's Survey Manual, except as modified by this specification.

B. MATERIALS

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

C. CONSTRUCTION REQUIREMENTS

1. General: The Contractor will perform all staking work under the supervision of a qualified surveyor or engineer who is experienced and competent in road and bridge construction surveying and staking. 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 work to the Engineer for review at least 14 calendar days prior to beginning the staking work.

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 Department will set reference 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 Contractor 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 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 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 Contractor's expense. The Contractor will replace stakes and paving hubs damaged, destroyed, or made unusable at no additional expense to the Department.

The Engineer may check the accuracy and control of the Contractor's survey and staking work 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 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.

2. **Slope Staking:** The Department will not provide cross-sections. The Contractor will determine catch points by utilizing existing elevations and typical sections. The Contractor will set slope stakes at the catch points. The Contractor will install slope stake reference hubs behind the slope stake at a sufficient distance to ensure protection during construction and 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 is responsible to provide all slope stake notes.

- 3. Grade 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 $\pm 0.02'$.

The Contractor is responsible to provide all paving hub notes. The Contractor will develop the paving hub notes from the approved design centerline profile. The Contractor will make necessary adjustments to the design centerline profile and placement of the paving hubs. If adjustments to the new design centerline profile are required subsequent to paving hub placement, the re-staking of the paving hubs will be incidental to the contract unit price for grade staking.

- 4. 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. Existing pipe ends (to mark locations and prevent damage);
- j. 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;
- k. Resetting horizontal and vertical control, if disturbed;
- l. Approach slab and sleeper slab staking; and,

m. 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.

- 5. 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.
- 6. Graded Centerline Staking:** The Contractor will take profile elevations along the existing roadway centerline and along each proposed edge of the new concrete pavement for the entire length of the project. In addition, the Contractor will take profile elevations on the existing roadway centerline and on each proposed edge of the new pavement 500 feet off each end of the project to provide a smooth transition to the existing pavement. In addition, the Contractor will take profile elevations on the intersecting roads 500 feet back to provide a smooth transition on the intersecting roads. The Contractor will take the profile elevations at 100-foot intervals in tangents and at 50-foot intervals in super elevated curves. The Department will not make separate payment for the profile elevations taken by the Contractor on intersecting roads or approaches. Payment for all profile elevations will be incidental to graded centerline staking. If the Contractor elects to use a GPS/Total Station system to collect the profile elevations, The Contractor will provide the Engineer the equipment and methods proposed for use for approval by the Engineer.

The Contractor will plot the profile elevations taken from the existing roadway centerline and each proposed edge of new concrete pavement, select a

grade line that corrects all existing dips and bumps and ensures the placement of the required minimum thickness of new concrete pavement, and create the proposed design centerline profile for approval. The Contractor will incorporate the super elevation rates, transition lengths, and locations of super elevation as shown in the plans in the proposed design centerline profile.

The new concrete pavement in the proposed design centerline profile must smoothly transition into the existing pavement at each end of the project, the existing pavement at the surfacing exception, the existing pavement at the median crossovers, all exit ramps, and at each existing bridge beginning and ending point and provide for a smooth grade line. Additionally, the new concrete pavement in the proposed design centerline profile must allow for the minimum vertical clearance required at all overhead structures.

The Contractor will submit the proposed design centerline profile to the Engineer for review and approval. The proposed design centerline profile will consist of a digital terrain model (DTM) of the existing pavement surface; a DTM of the proposed pavement surface; and a project centerline alignment file showing the proposed new design centerline profile at the top of the finished concrete pavement and that includes the station, length of curve, K-value, and grades at each vertical PI. Within 14 calendar days of receiving the required information, the Engineer will review and approve the proposed design centerline profile, notify the Contractor of additional information required for approval, or notify the Contractor of the Engineer's decision not to approve the proposed design centerline profile.

The Contractor will not set any horizontal or vertical control on the project prior to the Engineer's approval of the design centerline profile. The Contractor is solely responsible for the accuracy of this profile and any impact the design vertical profile causes to the work being done on the project. Under no circumstances will adjustments to the design centerline profile be allowed without prior approval of the Engineer. The Department's approval of the new design centerline profile or the Department's approval of adjustments to the new design centerline profile will not relieve the Contractor's responsibility of adhering to the smoothness specifications.

All additional work required for completion of the graded centerline staking will be incidental to the contract unit price for graded centerline staking.

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 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 lanes, deceleration lanes, turning lanes for intersecting roads, and median crossovers as an additional roadway.

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

- 4. Three-Man Survey Crew:** The Department will measure three man survey crew to the nearest 0.001 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.

- 5. Graded Centerline Staking:** The Department will not measure graded centerline staking. The Department will pay the plan quantity as the final quantity.

E. BASIS OF PAYMENT

Payment for all of the survey items will be considered full compensation for furnishing all necessary personnel, vehicles, surveying equipment, supplies, materials, recording fees, transportation, and incidentals to accurately and satisfactorily 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. All cost for additional grade staking for acceleration lanes, 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.
- 3. 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.

- 4. **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.
- 5. **Graded Centerline Staking:** The Department will pay graded centerline staking at the contract unit price per mile.

The Contractor will include all cost for time spent in the office processing and plotting grades, reducing notes, and performing grade adjustments and general calculations for profiles (existing and proposed) in the contract unit price for Graded Centerline Staking.

* * * * *

**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**

**STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E**

MARCH 1, 2016

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

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

is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

Pertinent Non-Discrimination Authorities:

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

**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 is 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 contract 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 or 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).

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**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 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 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.

* * * * *

**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**

LABORERS

GROUP GL1

Air Tool Operator; Common Laborer; Landscape Worker; Flagger; Pilot Car Driver;
Trucks under 26,000 GVW; Blue-top Checker; Materials Checker

GROUP GL2

Mechanic Tender (Helper); Pipe Layer (except culvert); Form Builder Tender;
Special Surface Finish Applicator; Striping

GROUP GL3

Asphalt Plant Tender; Pile Driver Leadsman; Form Setter; Oiler/Greaser

GROUP GL5

Carpenter; Form Builder

GROUP GL6

Concrete Finisher; Painter; Grade Checker

POWER EQUIPMENT OPERATORS

GROUP G01

Concrete Paving Cure Machine; Concrete Paving Joint Sealer; Conveyor; Tractor (farm type with
attachments); Self Propelled Broom; Concrete Routing Machine; Paver Feeder; Pugmill; Skid Steer

GROUP G02

Bull Dozer 80 HP or less; Front End Loader 1.25 CY or less; Self Propelled Roller (except Hot Mix);
Sheepsfoot/50Ton Pneumatic Roller; Pneumatic Tired Tractor or Crawler (includes Water Wagon and
Power Spray units); Wagon Drill; Air Trac; Truck Type Auger; Concrete Paving Saw

GROUP G03

Asphalt Distributor; Bull Dozer over 80 HP; Concrete Paving Finishing Machine; Backhoes/ Excavators
20 tons or less; Crusher (may include internal screening plant); Front End Loader over 1.25 CY;
Rough Motor Grader; Self Propelled Hot Mix Roller; Push Tractor; Euclid or Dumpster; Material Spreader;
Rumble Strip Machine

GROUP G04

Asphalt Paving Machine Screed; Asphalt Paving Machine; Cranes/Derricks/Draglines/Pile Drivers/Shovels
30 to 50 tons; Backhoes/Excavators 21 to 40 tons; Maintenance Mechanic; Scrapers; Concrete Pump Truck

GROUP G05

Asphalt Plant; Concrete Batch Plant; Backhoes/Excavators over 40 Tons; Cranes/ Derricks/Draglines/Pile
Drivers/Shovels over 50 tons; Heavy Duty Mechanic; Finish Motor Grader; Automatic Fine Grader;
Milling Machine; Bridge Welder

TRUCK DRIVERS

GROUP GT1

Tandem Truck without trailer or pup; Single Axle Truck over 26,000 GVW with Trailer

GROUP GT2

Semi-Tractor and Trailer; Tandem Truck with Pup

ELECTRICIANS

GROUP E01

Electrician

| <u>Rates</u> | <u>Fringes</u> |
|--------------|----------------|
| 15.74 | 0.00 |
| 17.51 | 0.00 |
| 18.95 | 0.00 |
| 22.77 | 0.00 |
| 21.41 | 0.00 |
| 16.85 | 0.00 |
| 18.13 | 0.00 |
| 19.89 | 0.00 |
| 20.30 | 0.00 |
| 22.75 | 0.00 |
| 16.57 | 0.00 |
| 18.82 | 0.00 |
| 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>

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.

END OF GENERAL DECISION

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

JUNE 1, 2016

The Supplemental Specifications dated June 1, 2016 are in effect for and made a part of this contract.

The Supplemental Specifications may be obtained from the Department website or the local Area Office or by contacting the Operations Support Office.

Department Website:

<http://www.sddot.com/business/contractors/specs/2015specbook/Default.aspx>

Operations Support:

605-773-3571

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

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

JUNE 1, 2016

The Supplemental Specifications for Errata dated June 1, 2016 are in effect for and made a part of this contract.

The Supplemental Specifications for Errata may be obtained from the Department website or the local Area Office or by contacting the Operations Support Office.

Department Website:

<http://www.sddot.com/business/contractors/specs/2015specbook/Default.aspx>

Operations Support:

605-773-3571

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**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION
FOR
PRICE SCHEDULE FOR MISCELLANEOUS ITEMS**

OCTOBER 14, 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 | \$24.19/hour |
| 634.5 | Temporary Traffic Control | Pilot Car | \$38.35/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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